

No. R. 173

14 March 2014

**LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY  
OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF MAIN  
COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Electrical Industry of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 24 March 2014 and for the period ending 31 January 2017.

**M N OLIPHANT**  
**MINISTER OF LABOUR**

**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY  
OF SOUTH AFRICA****MAIN COLLECTIVE RE – ENACTING AND AMENDING AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995  
made and entered into by and between the

**Electrical Contractors' Association (South Africa)**

(hereinafter referred to as the "employers" or the "employers' organisation"),  
of the one part, and the

**South African Equity Workers' Association,**

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being  
the parties to the National Bargaining Council for the Electrical Industry of South Africa.  
to amend the agreement published under Government Notice R. 485 of 12 July 2013.

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## PART 1

### 1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed –
  - (a) by all employers and employees in the Electrical Industry who are members of the employers' organisation and trade union, respectively, who are engaged or employed in the Industry.
  - (b) throughout the whole of the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometers from the General Post Office, Kimberley.
- (2) Notwithstanding the provisions of subclause 1(1)., the terms of this Agreement shall apply to apprentices and learners only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981 or the Skills Development Act, 1998, or any conditions prescribed or any notices served in terms thereof.
- (3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.
- (4) The following categories are also excluded:
  - (i) Working employers
  - (ii) General Assistant
  - (iii) Administrative Levy – Admin Code
  - (iv) Administrative staff – Non Electrical Workers
  - (v) Managerial Employees



## 2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date to be determined by the Minister in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including 31 January 2017.

### 2A. SPECIAL PROVISIONS

The provisions of clauses 20, 30, 41(8) and 50 of the Agreement published under Government Notice R. 485 of 12 July 2013 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement

### 2B GENERAL PROVISIONS

The provisions of clauses 4 to 19, 21 to 29, 31 to 41(7), 41(9) to 49, 51 to 54 and Part II of the Former Agreement (as further extended, renewed, amended and re-enacted from time to time), shall apply to employers and employees

## 3. EXCLUSIONS

The provisions of this Agreement shall not apply to non-parties in respect of clauses 1(1) (a) and 2 of Part 1 of this Agreement.

## 4 CLAUSE 5. OF PART I – DEFINITIONS

- (1) In the definition of "abscond" substitute the word "four" for the word "five"
- (2) Substitute the following for the definitions of Area A, B, C, D, E, F, G, H, I, J, K, L, M, N and O:

**"Area A"** means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Carletonville, Cullinan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Kwamhlanga, Mkhobola Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Soshanguve, Soweto, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom

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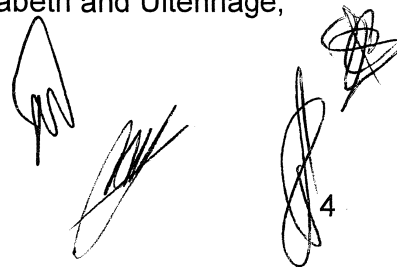
**“Area B”** means the Magisterial Districts of Amersfoort, Balfour, Bethal, Bochum, Brits, Ermelo, Garankuwa, Highveld Ridge, Klerksdorp, Kriel, Malamulela, Mankwe, Mhala, Middelburg (Mpumalanga), Mmabatho, Mokerong, Moretele, Nelspruit, Nsikazi, Phokwani, Pietersburg, Piet Retief, Pongola, Potchefstroom, Rustenburg, Seshego, Standerton, Thabamopo, Themba, Thohoyandou, Volksrust, Wakkerstroom, and White River;

**“Area C”** means the Magisterial Districts of Barberton, Belfast, Bloemfontein, Bloemhof, Bolobedu, Botshabelo, Carolina, Christiana, Coligny, Delareyville, Dzanani, Eerstehoeck, Ellisras, Giyani, Groblersdal, Hlangani, Koster, Letaba, Lichtenburg, Lulekani, Lydenburg, Madikwe, Mapulaneng, Marico, Mbibana, Mdutjana, Messina, Moutse, Mutali, Namakgale, Naphuno, Nebo, Nkomazi, Pilgrim's Rest 1 and 2, Phalaborwa, Potgietersrus (only the district north of the Melk River), Schweizer-Reneke, Ritavi, Sekgosesa, Sekhukhuneland, Soutpansberg, Swartruggens, Thabazimbi, Ventersdorp, Vuwani, Waterberg, Waterval - Boven and Wolmaransstad, and the Municipal Area of Warmbaths;

**“Area D”** means the Magisterial Districts of Bethlehem, Harrismith, Hennenman, Kroonstad, Odendaalsrus, Parys, Ventersburg, Virginia, Welkom and Witsieshoek;

**“Area E”** means the Magisterial Districts of Barkly West, Bethulie, Boshof, Bothaville, Brandfort, Britstown, Bultfontein, Carnarvon, Clocolan, Colesberg, De Aar, Dewetsdorp, Edenburg, Excelsior, Fauresmith, Ficksburg, Fouriesburg, Frankfort, Fraserburg, Gordonia, Hanover, Hartswater, Hay, Heilbron, Herbert, Hoopstad, Huhudi, Jacobsdal, Jagersfontein, Kenhardt, Kimberley (outside a 20 km radius from the General Post Office), Koffiefontein, Koppies, Kudumane, Kuruman, Ladybrand, Lindley, Marquard, Noupoot, Petrusburg, Philippolis, Philipstown, Prieska, Postmasburg, Reddersburg, Reitz, Richmond (Northern Cape), Rouxville, Senekal, Smithfield, Thabanchu, Theunissen, Trompsburg, Victoria West, Viljoenskroon, Vrede, Vredefort, Vryburg, Warrenton, Wepener, Wesselsbron, Williston, Winburg and Zastron;

**“Area F”** means the Magisterial Districts of Motherwell, Port Elizabeth and Uitenhage;



**“Area G”** means the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Riversdale and Uniondale;

**“Area H”** means the Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barkley East, Bedford, Bizana, Butterworth, Cala Cathcart, Centani, Cofimvaba St Marks, Cradock, Elliot, Elliotdale, Engcobo, Flagstaff, Fort Beaufort, Glen Grey (Lady Frere), Graaff-Reinet, Hankey, Herschel, Hewu, Hofmeyer, Idutywa, Indwe, Jansenville, Keiskammahoek, Kentani, King William's Town, Kirkwood, Komga, Kwabhaca, Lady Grey, Libode, Lusikisiki, Maclear, Maluti, Mdantsane, Middelburg (Eastern Cape), Middledrift, Molteno, Mount Ayliff, Mount Fletcher, Mount Frere, Mpofu, Mqanduli, Mthatha, Murraysburg, Ngqeleni, Nqamakwe, Ntabethemba, Pearston, Peddie, Prince Albert, Qumbu, Queenstown, Siphagani, Somerset East, Sterkspruit, Sterkstroom, Steynsburg, Steytlerville, Stutterheim, Tabankulu, Tarka, Tsolo, Tsomo, Umtata, Umzimvubu (Port St Johns), Venterstad, Victoria East, Willowmore, Willowvale, Wodehouse, Xhora and Zwelitsha.

**“Area I”** means the Magisterial Districts of Bellville, Cape, Goodwood, Kuils River, Mitchell's Plain, Simonstown, and Wynberg

**“Area J”** means the Magisterial Districts of Camperdown, Chatsworth, Durban, Greytown, Inanda, Kranskop, Lions River, Lower Tugela, Ndwedwe, New Hanover, Mapumulu, Pietermaritzburg, Pinetown, Richmond, Umbumbulu, Umlazi, and Umvoti, Valinlena, inclusive of any former self governing territories located therein.

**“Area K”** means the Magisterial Districts of Alfred, Babanango, Bergville, Bulwer, Colenso, Danhauser, Dundee, Empangeni, Eshowe, Estcourt, Glencoe, Harding, Hlabisa, Impendle, Ingwavuma, Ixopo, Kliprivier, Kokstad, Ladysmith, Louwsburg, Lower Umfolozi, Madadeni, Mahlabitini, Manguzi, Matatiele, Melmoth, Mooi River, Mount Currie, Msinga, Mtonjaneni, Mtunzini, Newcastle, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Polela, Pongola, Port Shepstone, Scottburgh, Simdlangentsha, Turton, Ubombo, Ulundi,

Umzinto, Underburg, Utrecht, Vryheid, Vulamehlo and Weenen, inclusive of any former self governing territories located therein; and Umzimkulu in the Eastern Cape.

**“Area L”** means the Magisterial District of East London;

**“Area M”** means the Magisterial Districts of Atlantis, Gordon’s Bay, Malmesbury, Paarl, Somerset West, Stellenbosch, Strand and Wellington;

**“Area N”** means the Magisterial Districts of Calvinia, Clanwilliam, Hopefield, Morreesburg, Namaqualand, Piketberg, Sutherland, Vanrhynsdorp, Vredenburg and Vredendal,

**“Area O”** means the Magisterial Districts of Bredasdorp, Caledon, Ceres, Heidelberg, Hermanus, Laingsburg, Montague, Robertson, Swellendam, Tulbagh and Worcester.

Note: In the event of any magisterial district being omitted from the above, the Council will determine under which Area such district should be placed.

(3) Substitute the following for the definition of “electrical construction operator, level 2”:

“electrical construction operator, level 2” (hereinafter referred to as ‘Elconop 2’) means an employee who is in possession of proof of proficiency as Elconop 1 issued by the Council as authorised by the Employer, who has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 2 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks: Provided such tasks are carried out only on new installations or on major renovations to structures or buildings from which the power has been disconnected from the main supply, and are carried out under the supervision of a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician/artisan or an Elconop 3 –



- (a) placing and drawing in of conductors into wireways
- (b) installing and connecting of lighting, cooker, water heater and low voltage systems including systemised and/or innovative wiring systems, the connection of distribution boards
- (c) installing of under floor heating systems
- (d) jointing of cables using epoxy or other approved means, as well as the connection of such cables on installations where the supply has been switched off
- (e) simple arc gas welding
- (f) performing the work of an electrical assistant, general assistant or Elconop 1
- (g) assisting a master installation electrician, installation electrician, electrical tester for single phase, an electrician/artisan and an Elconop 3.”

(4) Substitute the following for the definition of “electrical construction operator, level 3”:

“electrical construction operator level 3” (hereinafter referred to as ‘Elconop 3’) means an employee who has been employed in the Industry as an Elconop 2 for a continuous period of at least 12 months and has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 3 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, or who is in possession of a registration card issued by the Council recognising him as an Elconop 3.”



- (5) Insert the following new definition after "Iron, Steel, Engineering and Metallurgical Industry" -

"Lay – off " means the temporary suspension, without pay, of employment for a minimum of five full consecutive shifts due to a reduction in the volume of work in an establishment or section of an establishment or due to any other economic reason or any other contingency or circumstances beyond the control of the employer."

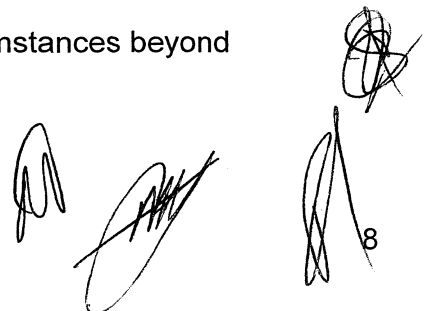
- (6) Substitute the following for the definition of "short time":-

"Short time" means the implementation of reduced working time i.e. lesser number of ordinary hours per day and/or lesser number of days per week, owing to a shortage of work and /or materials and any other justifiable contingencies and/or unforeseen contingencies and/or circumstances beyond the control of the employer."

5. Insert the following new Clause 12 A after Clause 12:

**"12A. LAY - OFF**

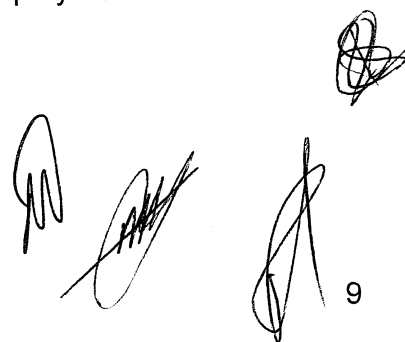
- (a) An employer shall be entitled to lay off an employee temporarily -
- (i) On account of shortage of materials, due to circumstances beyond the control of the employer. Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
  - (ii) On account of temporary shortage of work: Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
  - (iii) On account of inclement weather as provided for in terms of Clause 13 of this agreement.
  - (iv) On account of any unforeseen contingencies and circumstances beyond the control of the employer.



- (v) The employer shall within seven working days of commencement of the lay off period notify the Council and any representative trade union if its members are affected, thereof in writing.

Provided further that the employer shall not be liable to pay the employees any remuneration during a lay – off except as specified below.

- (b) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the foregoing circumstances arise, the employer shall not be required to pay wages to his employees, except for the periods actually worked:
- (c) Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.
- (d) An employee may be laid off/ for a continuous period not exceeding 20 working days. If at the end of such period the employer wishes to extend the period up to a maximum period of a further 20 days, the employee shall first be given the option of being retrenched in accordance with Clause 27(5) of the main collective agreement. Provided that if the employee opts for a second period of lay-off of up to a maximum of 20 working days, the employer shall commence the retrenchment procedure not later than 10 working days before the expiry of the second lay off period.
- (e) Employees on lay – off may engage in any other employment for remuneration during the duration of the lay – off.
- (f) Should an employee on lay – off not return to employment within 4 working days of the due date, the employee shall be deemed to have terminated employment with the employer, unless the absence is due to a disabling reason.
- (g) Should an employee find alternative employment during any lay –off period, he must inform the employer within 3 working days of finding such employment."



## **6. CLAUSE 9.OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

In subclause (2) insert the following new paragraph (e)

“(e) Notwithstanding the provisions of subclause (2) (a) to (d) of this clause an employee earning in excess of the earnings threshold of R193 805.00 as published in terms of Government Gazette No. 36620, Government Notice No. 456 dated 1 July 2013 and as amended from time to time shall not be entitled to be paid overtime unless mutually agreed to with his employer.”

## **7. CLAUSE 16.ANNUAL LEAVE AND ANNUAL SHUTDOWN**

Substitute the following for subclause (1)(a)(v):

“Notwithstanding the provisions of this clause no employee shall be entitled to take leave due within the first 25 days of employment.”

## **8. CLAUSE 33.REGISTRATION OF EMPLOYERS AND EMPLOYEES**

(1) In subclause (1) (a) (vii) insert the words “residential addresses” after the words “....categories of employment, “

(2) In subclause (1) (a) add the following new paragraph (x):

The Council will not register any person as an employer who is registered as an employee in the industry unless he or she has the written permission of their employer to do so.

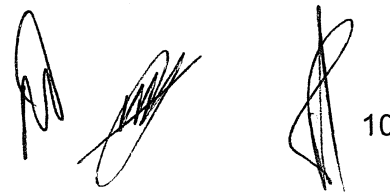
## **9. CLAUSE 35. TRAINING OF EMPLOYEES**

In subclause (5) substitute the word “after” for the word “prior”. :



## **10. CLAUSE 52.RESOLUTION OF DISPUTES**

In subclause (1)(h), insert the following after the words “.....to enforce a collective agreement.”



"In the event that the Council has to instruct a debt collecting agency or a legal practitioner to collect and or to litigate in respect of any amount due to it by the defaulter in terms of any arbitration award, the defaulter will also be liable in terms of this clause for payment of any commission and any other litigation costs incurred in the enforcement and collection thereof."

## PART II

### 11. CLAUSE 1(1) OF PART II – ALLOWANCES.

(1) In subclause (1) (e) (ii), substitute "R97.92" for "R85.00".

In subclause (1) (e) (ii) Delete the words "Provided that with effect from the date of coming into operation of the agreement the employee shall be paid a subsistence allowance of R90.00 per night" and substitute the following therefore.

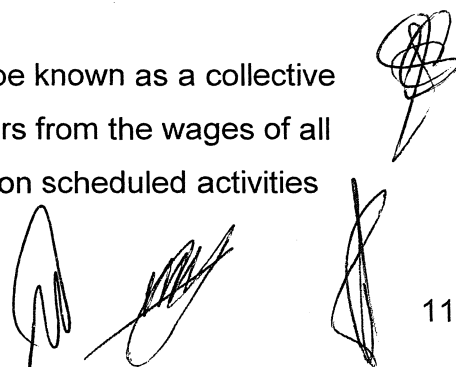
"For the period 01 February 2015 to 31 January 2016 the subsistence allowance will increase equal to the previous year's July CPI + 1%."

"For the period 01 February 2016 to 31 January 2017 the subsistence allowance will increase equal to the previous year's July CPI + 1%."

Insert the following new clause 2A: COLLECTIVE BARGAINING LEVY

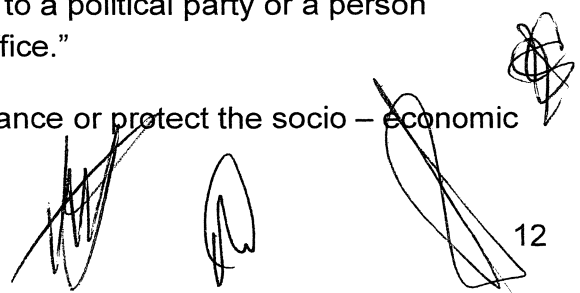
#### "2A: COLLECTIVE BARGAINING LEVY

- (1) The purpose of the Collective Bargaining Levy is to subsidise the costs occasioned by collective bargaining on the parties to the Council including but not limited to consulting non parties and mandate seeking, feedback to such parties, facilitation of collective bargaining and related activities to increase the representative capacity of bargaining units.
- (2) Subject to provisions of this clause a levy, to be known as a collective bargaining levy shall be deducted by employers from the wages of all employees who are employed in the Industry on scheduled activities



covered by the National Bargaining Council for the Electrical Industry of South Africa's Agreements and who are not members of a trade union which is a party to the National Bargaining Council for the Electrical Industry of South Africa. These collective bargaining levy monies so deducted shall be paid to the Council monthly in an amount as specified below:

- (3) All scheduled employees who are not members of party trade union(s) shall pay a levy of R7.00 per week from the date of coming into operation of the agreement to 31 January 2017.
- (4) Every employer who is not a member of an employer's organisation party to the National Bargaining Council for the Electrical Industry of South Africa ( a non –party employer) who is engaged in the Industry as defined, shall pay a monthly collective bargaining levy to the Council in an amount as specified below:
- (5) All employers who are not members of the party employer(s) organisation(s) shall pay an amount of R10.00 per scheduled employee per week from the date of coming into operation of the agreement to 31 January 2017.
- (6) The monies will be used to fund the costs of collective bargaining activities of the parties to the Council from time to time. The National Finance Committee shall receive applications for the funding of such activities as contemplated in sub clause (1) and make recommendations to the National Council.  
The National Council will in session ratify any recommendations made by the National Finance Committee.  
The funds will be paid to the applicant party providing the criteria for approved funding have been met.
- (7) The Council shall deposit all monies received in terms of the above into a separate bank account administered by the Council.
- (8) The Collective bargaining levy may not be used –
  - (a) to pay an affiliate fee to a political party.
  - (b) to make a contribution in cash or kind to a political party or a person standing for election to any political office.”
  - (c) for any expenditure that does not advance or protect the socio – economic



interests of employees.

- (9) Employees who are not members of the party trade union(s) are not compelled to become members of that trade union.

Employers who are not members of the party employer organisation(s) are not compelled to become members of that employer organisation.

- (10) A conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.
- (11) The registered party trade union(s) and employer organisation(s) will keep records and books according to the standards of generally accepted accounting practice, principles and procedures.
- (12) The registered party trade union(s) and employer organisation(s) will provide information to the Registrar in terms of Section 100 of the Labour Relations Act 66 of 1995 as amended.

## 12. CLAUSE 4 OF PART II - SCHEDULE OF WAGES AND/OR EARNINGS.

Substitute the following minimum wage rates for the categories listed below:

AREAS 'A', 'B', 'C', 'D', 'E'

Category	AREA A Rand Per hour	AREA B Rand Per hour	AREA C Rand Per hour	AREA D Rand Per hour	AREA E Rand Per hour
Master installation electrician	86.59	76.14	72.73	55.44	54.17
Installation electrician	79.74	70.14	65.33	51.04	49.83
Electrical tester for single phase	72.77	64.01	60.96	46.54	45.50
Electrician, artisan and DAM	69.25	60.88	56.78	44.37	43.39
Elconop 3	50.45	44.37	41.29	32.20	31.49
Elconop 2	43.38	38.26	35.35	27.65	27.07
Elconop 1	27.68	24.48	22.45	18.12	17.24
Storeman	27.68	24.48	22.45	18.12	17.24
Driver of a vehicle, the unladen mass of which is -					

(a) Up to 3 500 kg	28.98	25.47	23.78	18.57	18.15
(b) from 3 501 kg to 9 000 kg	34.28	30.16	28.08	21.92	21.40
(c) 9 001 kg and over	38.11	33.48	31.18	24.35	23.78
Electrical assistant	23.64	20.78	19.15	15.03	14.71
General Assistant	17.73	15.59	14.36	11.27	11.03
Apprentice Stage 4	48.47	42.63	39.77	31.06	30.37
Apprentice Stage 3	34.64	30.45	28.40	22.20	21.69
Apprentice Stage 2	31.17	27.41	25.57	19.95	19.52
Apprentice Stage 1	26.32	23.15	21.58	16.86	16.48

## AREAS 'F', 'G', 'H

Category	AREA F Rand Per hour	Area G Rand Per hour	Area H Rand Per hour
Master installation electrician	62.76	54.66	52.00
Installation electrician	57.74	50.30	47.85
Electrical tester for single phase	51.36	45.91	43.65
Electrician, artisan and DAM	51.01	43.73	41.56
Elconop 3	37.08	32.26	32.26
Elconop 2	32.73	28.49	27.13
Elconop 1	21.47	18.51	17.54
Storeman	21.47	18.51	17.54
Driver of a vehicle, the unladen mass of which is -			
(a) Up to 3 500 kg	20.60	17.96	17.10
(b) from 3 501 kg to 9 000 kg	24.19	21.07	20.01
(c) 9 001 kg and over	26.84	23.37	22.24
Electrical assistant	20.63	17.69	16.84
General Assistant	15.47	13.27	12.63
Apprentice Stage 4	35.72	30.61	29.11
Apprentice Stage 3	25.51	21.87	20.79
Apprentice Stage 2	22.96	19.67	18.70
Apprentice Stage 1	19.39	16.61	15.79

## AREAS 'I', 'J', 'K', 'L'

Category	AREA I Rand Per hour	AREA J Rand Per hour	AREA K Rand Per hour	AREA L Rand Per hour
Master installation electrician	81.87	86.59	76.14	66.96
Installation electrician	79.37	79.74	70.13	61.56
Electrical tester for single phase	68.81	72.77	64.02	56.25
Electrician, artisan and DAM	65.54	69.25	60.88	53.52
Elconop 3	48.84	50.45	44.37	38.91
Elconop 2	46.03	43.38	38.25	33.31
Elconop 1	31.60	27.68	24.47	21.19
Storeman	31.60	27.68	24.47	21.19
Domestic appliance repairer		32.52	28.63	
Driver of a vehicle, the unladen mass of which is -				
(a) Up to 3 500 kg	27.81	28.98	25.46	25.96
(b) from 3 501 kg to 9 000 kg	31.51	34.28	30.16	29.04
(c) 9 001 kg and over	35.44	38.10	33.48	37.66
Electrical assistant	25.84	23.64	20.80	18.09
General Assistant	19.38	17.73	15.60	13.57
Apprentice Stage 4	45.88	48.48	42.62	37.46
Apprentice Stage 3	32.77	34.64	30.44	26.76
Apprentice Stage 2	29.49	31.15	27.41	24.09
Apprentice Stage 1	24.91	26.32	23.14	20.33

## AREAS 'M', 'N', 'O'

Category	AREA M Rand Per hour	AREA N Rand Per hour	AREA O Rand Per hour
Master installation electrician	69.59	54.17	54.66
Installation electrician	67.47	49.83	50.30
Electrical tester for single phase	58.48	44.31	45.91
Electrician, artisan and DAM	55.71	43.39	43.73



Elconop 3	41.52	31.49	32.26
Elconop 2	39.12	27.06	28.49
Elconop 1	26.85	17.25	18.51
Storeman	26.85	17.25	18.51
Driver of a vehicle, the unladen mass of which is -			
(a) Up to 3 500 kg	23.64	18.15	17.96
(b) from 3 501 kg to 9 000 kg	26.79	21.40	21.07
(c) 9 001 kg and over	30.13	23.80	23.37
Electrical assistant	21.97	14.71	17.69
General Assistant	16.47	11.03	13.27
Apprentice Stage 4	39.00	30.37	30.61
Apprentice Stage 3	27.86	21.70	21.87
Apprentice Stage 2	25.07	19.53	19.68
Apprentice Stage 1	21.17	16.49	16.62

### 13. **CLAUSE 5: GUARANTEED MINIMUM INCREASES AND OFF-SET .**

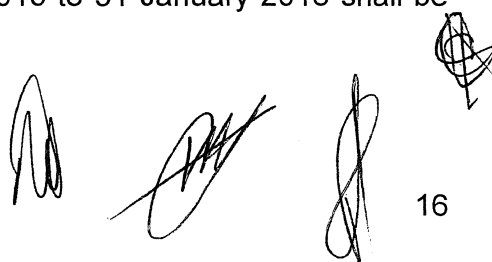
(1) Substitute subclause (1) with the following:

“The wage increases for the period 1 February 2014 to 31 January 2015 shall be increased as follows:

All employees earning the prescribed minimum wages shall receive a wage increase of not less than 8.8% as prescribed in Clause 4 Part II of above.

Every employee for whom wages are prescribed in this Agreement and who, on the date on which this Agreement comes into operation, is employed by an employer in the Industry, shall while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate prescribed for him in this Agreement, receive a wage increase of not less than 7% of the actual wage rate he was receiving immediately prior to the said date.

The wages increases for the period 1 February 2015 to 31 January 2016 shall be increased as follows:



All employees earning the prescribed minimum wages shall receive an increase equal to the previous year's July CPI + 1%;

All other the employees earning in excess of the prescribed minimum wages shall receive an increase equal to the previous year's July CPI.

The wages increases for the period 1 February 2016 to 31 January 2017 shall be increased as follows:

All other employees earning the prescribed minimum wages shall receive an increase equal to the previous year's July CPI + 1%;

All other employees earning in excess of the prescribed minimum wages shall receive an increase equal to the previous year's July CPI.

Provided that if the July year on year consumer price index (CPI) is in excess of 7.5% or below 5%, the parties to the Council will renegotiate wages only for that period.

(1)(a) Prescribed minimum wage rates and wage rates in excess of the prescribed minimum wages

Should the publication of this Collective Agreement be delayed for any reason, any employers who have not granted the increase before the coming into operation of the Agreement shall grant an additional increment of one twelfth of the applicable increase for each month the increase was not granted: Provided the maximum number of months for the granting of such additional increment shall not exceed three months.

The following additional percentage must be added to the prescribed minimum wage rates:

(a) Employers who granted the increase in Feb 2014 are not required to make any adjustment. (This includes any employer that granted the increases on or after the 1<sup>st</sup> January 2014 as prescribed in Clause 4 and Clause 5(1) above.)



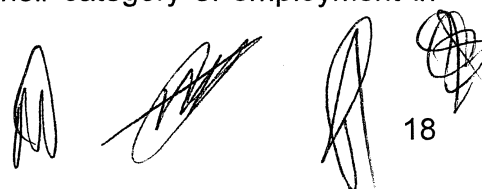
- (b) Employers who granted the increase in March 2014 are required to increase the wage by an additional 0.73% for the remaining 11 months.
- (c) Employers who granted the increase in April 2014 are required to increase the wage by an additional 1.46% for the remaining 10 months.
- (d) Employers who granted the increase in May 2014 are required to increase the wage by an additional 2.2% for the remaining 9 months."

"Provided that on the 1<sup>st</sup> of February 2015 all employees who were earning the prescribed minimum wage rate for their category of employment in February 2014 will revert to the prescribed minimum wage rates of 8.8% as published above".

"The following additional percentage must be added to the wage rates of employees earning in excess of the prescribed minimum wages:

- (e) Employers who granted the increase in Feb 2014 are not required to make any adjustment. (This includes any employer that granted the increases on or after the 1<sup>st</sup> January 2014 as prescribed in Clause 4 and Clause 5(1) above.)
- (f) Employers who granted the increase in March 2014 are required to increase the wage by an additional 0.58% for the remaining 11 months. .
- (g) Employers who granted the increase in April 2014 are required to increase the wage by an additional 1.16% for the remaining 10 months.
- (h) Employers who granted the increase in May 2014 are required to increase the wage by an additional 1.74% for the remaining 9 months."

"Provided that on the 1<sup>st</sup> of February 2015 all employees who were earning in excess of the prescribed minimum wage rate for their category of employment in



February 2014 will revert to the wage rates they would have been earning had the 7% increase been applied in February 2014.”

(2) Substitute subclause (2) with the following:

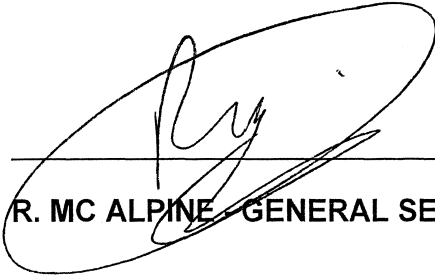
“The guaranteed minimum increase referred to in Clause 4 and Clause 5 (1) above shall be subject to the provision that any increase granted on or after 1 January 2014 may be off-set by the employer when calculating the guaranteed minimum increase and any increase granted on or after date of publication may be off-set by the employer when calculating the guaranteed minimum increase.”.

#### 14. EXTENSION OF AGREEMENT


This Agreement will have no force and effect unless it is published by the Minister of Labour in the Government Gazette and extended to non-parties.



SIGNED AT **BRAAMFONTEIN** AS AUTHORISED FOR AND ON BEHALF OF THE  
PARTIES TO THE COUNCIL, THIS **5<sup>th</sup> DAY OF NOVEMBER 2013**.



**R. MC ALPINE – GENERAL SECRETARY - SAEWA**



**S KHOLA – NATIONAL LABOUR DIRECTOR- ECA (SA)**



**D VAN DEVENTER AND M MFIKOE – ACTING NATIONAL GENERAL SECRETARY**