

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

No. R. 734

11 July 2008

**"A"****LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF AMENDMENT OF SICK BENEFIT FUND COLLECTIVE AGREEMENT FOR REGIONS A AND B TO NON-PARTIES**

I, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, 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 14 July 2008 and for the period ending 31 December 2012.

**MMS MDLADLANA  
MINISTER OF LABOUR**

**"B"****SCHEDULE**

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA (REGIONS 'A' + 'B').**

**SICK BENEFIT FUND COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995 (No. 66 of 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 S.A.

(Regions 'A' + 'B')

to amend the Collective Agreement for Regions A and B published under Government  
Notice No. R. 925 of 12 July 2002, as amended and renewed by Government Notices No.  
R. 1500 of 17 October 2003 and R.734 of .....11 July..... 2008.

**1. AREA AND SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed by -
- (a) all employers and employees in the Electrical Industry who are members of the employers' organisation and the trade unions respectively,
  - (b) and who are engaged or employed in the Industry in the following areas:
    - (i) The province of the Transvaal and the Magisterial Districts of Sasolburg and Bloemfontein as they existed at 19 June 1985;
    - (ii) the Magisterial Districts of Barkly West, Gordonia, Hartswater, Kuruman and Postmasburg as they existed at 18 October 1989;
    - (iii) the Province of the Free State (excluding the Magisterial Districts of Sasolburg and Bloemfontein) as it existed at 13 April 1985;
    - (iv) the Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barkly East, Bedford, Britstown, Carnarvon, Cathcart, Colesberg, Cradock, De Aar, Elliot, Fort Beaufort, Fraserburg, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Indwe, Jansenville, King William's Town, Kirkwood, Komga, Lady Grey, Maclear, Middelburg (Eastern Cape), Molteno, Murraysburg, Noupoot, Pearston, Philipstown, Prince Albert, Richmond (Northern Cape), Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stutterheim, Tarka, Venterstad, Victoria West, Williston, Willowmore and Wodehouse as they existed at 13 April 1995;

- (v) the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown, Riversdale, Uitenhage, and Uniondale as they existed at 24 November 1995; and
  - (vi) the Magisterial District of East London.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall -
  - (a) apply to employees engaged by employers in the categories specified in clauses 8, 17 and 24 of this Agreement as may be amended from time to time; and
  - (b) not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in or a member of any other fund providing benefits, which fund was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of that employee during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided by this Fund; and which in respect of the pension/provident funds, provides solely for payment of benefits on death in which case such fund shall not be deemed to be a pension or provident fund for the purposes of this Agreement.
- (3) In the event of the expiry of the Main Agreement by the effluxion of time or cessation for any other cause during the currency of this Agreement the classes of

work and minimum rates of pay prescribed in the said Main Agreement shall be deemed to be the classes of work and minimum rates of pay for the purposes of this Agreement.

- (4) The provisions of clause 1(1)(a) and (2) of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade union who entered into this Agreement.

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 December 2012.

**3. CLAUSE 10 - BENEFITS**

In Subclause 1(a)(ii) add after "Occupational Injuries and Diseases Act, 1993" – "as amended from time to time".

**4. CLAUSE 9 - CONTRIBUTIONS**

In Subclause 9(2)(a) add the following formula after "Fund year" –  
"9 Hours X wage category minimum wage X 65%"

5. In Subclause 9(2)(a) – delete all the tables indicating "Rand per day" payment in areas A, B, C, D, E, F, G, H and L.

**6. CLAUSE 21 – MEDICAL AID FUND.**

Delete this clause in its entirety.

**7. CLAUSE 22 – OBJECTS.**

Delete this clause in its entirety

**8. CLAUSE 23 - MEMBERSHIP**

Delete this clause in its entirety.

**9. CLAUSE 24 – CONTRIBUTIONS**

Delete this clause in its entirety.

**10. CLAUSE 25 – BENEFITS**

Delete this clause in its entirety.

**11. CLAUSE 26 – ADMINISTRATION**

Delete this clause in its entirety.

**12. CLAUSE 27 - EXEMPTIONS**

Re-number the existing clause 22 to read clause 16.

**13. CLAUSE 28 – INTERPRETATION, APPLICATION OR ENFORCEMENT**

Re-number the existing clause 23 to read clause 17.

**14. CLAUSE 29 – CONCILIATION**

Re-number the existing clause 24 to read clause 18.

**15. CLAUSE 25 – PENALTIES**

Re-number the existing clause 25 to read clause 19.

**SIGNED AT JOHANNESBURG, AS AUTHORISED FOR AND ON BEHALF OF  
THE PARTIES TO THE COUNCIL, THIS 31ST DAY OF MAY 2007.**

**D. VAN DEVENTER – NATIONAL CHAIRMAN**

**S. KHOLA – NATIONAL VICE-CHAIRMAN**

**R.B. HUTCHONS – GENERAL SECRETARY**