

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1585

10 December 2021

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE MAIN AMENDING COLLECTIVE AGREEMENT

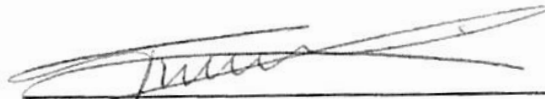
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Electrical Industry of 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 **1 February 2022** and for the period ending **31 January 2023**.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 26/11/2021

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI****KWABAQASHI NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI****NESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXYENYE****YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini kaGesi eNingizimu Afrika**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomhlaka **1 kuNhlolanja 2022** futhi kuze kube isikhathi esiphela mhlaka **31 kuMasingana 2023**.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 26/11/2021

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY
OF SOUTH AFRICA****MAIN COLLECTIVE 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. 260 of 24 March
2017 as further amended by Government Notice no. R. 389 of 30 April 2021.

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) Administrative staff – Non Electrical Workers
 - (iii) Managerial Employees

2. PERIOD OF OPERATION.

This Agreement shall come into operation on **01 February 2022**, or if published later, the date of publication, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

3. CLAUSE 18 OF PART I – FAMILY RESONSIBILITY LEAVE

(1) Substitute the following for subclause (1)(d):

“Parental leave benefits of up to 10 consecutive days per annum, when an employee’s child is born, shall be accessed via the Unemployment Insurance Fund, in terms of Section 25A of the Basic Conditions of Employment Act, 1997, as amended.”

4. CLAUSE 27 OF PART I – INTEREST

(1) Substitute the number “29” for the numbers “30”, “31”.

5. CLAUSE 29 OF PART I – BENEFIT FUNDS

(1) Insert the following new subclause (g):

“(g) In the event that a New National Pension Fund comes into operation during the period of operation of this agreement, all new scheduled employee entrants shall be required to participate in this Fund.”

6. CLAUSE 32 OF PART 1 - REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Insert the following new paragraph in subclause (1) (a) (vii):

“Documentation, as required in terms of the Financial Intelligence Centre Act, No 38 of 2001 (“FICA”) shall be submitted to the Council for all new employer registrations. Currently registered employers shall also be required to submit this information as and when required in terms of legislation.

Any changes to the information that the Council has on file must be furnished to it within 30 days of such changes.”

7. CLAUSE 32A - COMPLIANCE BY CONTRACTORS SUB CONTRACTING WORK TO ANOTHER PERSON OR TO A SUBCONTRACTOR (INCLUDING TEMPORARY EMPLOYMENT SERVICES)

Insert the following new clause 32A in Part 1:

“No contractor shall enter into an agreement to subcontract electrical work to another person, subcontractor, or temporary employment service that is subject to the provisions of the Council's Main Collective Agreement, unless at the time of entering into the agreement, the contractor informs the Council of such agreement with the subcontractor and the details of the site where the subcontractor is operational.

Provided further that no person may utilise a temporary employment service for work in connection with the Electrical Industry as defined in the Council's main collective agreement, unless both the person and the temporary employment service are, at all times during the use of the temporary employment service, employers in good standing with the Council.

The provisions of Section 198 of the Act read with Clause 38 of the Council's main collective agreement shall apply to any person who enters an agreement to utilise a temporary employment service for work in connection with the Electrical Industry.”

8. CLAUSE 1 OF PART 11 – ALLOWANCES

(1) Substitute the entire Clause 1 with the following:

(1) “Travelling and subsistence allowances

- (a) Whenever a job or working site is situated outside a radius of 15km of the employer's registered place of business and in instances where the employee is required to report before preceding to the working site, / or to return after the shift, and the employee can reasonably be said to be able to and does return to his home every day, the employer shall provide suitable transport both ways.

Any time occupied by an employee making use of the employer's transport in proceeding to or from the working site which is situated outside a radius of 15km of the employer's registered place of business, as a result of being expected to first report to the office, shall be one way in his own time and the other way during the normal working hours prescribed in clause 6, of Part I of The Former Agreement: Provided that time spent in travelling between jobs during that day shall be in the employer's time.

However, if the employee is required to make use of his own vehicle to travel to the site as a result of being expected to first report to the office, the employer shall pay him a transport allowance equal to R3.86 per kilometre calculated by the distance from the office to the working site and back to the office, where applicable.

In the event that the employee has to find his own way to the working site by making use of public transport, as a result of being expected to first report to the office, and providing public transport exists, he must be paid at least 50% of his normal hourly wage or part thereof, for time travelled to and from the working site and back to the office, when applicable.

Payment to an employee, who is expected to report to the office at a specific time before preceding to the site, shall be from this time until he ceases work at the end of the shift.

Any employee who, from time to time, is required to perform work in a higher category of employment, shall be remunerated at the minimum rate of pay for such higher category of employment, for the full duration that the employee may be required to perform such work. The only exception shall be the applicable provisions as set out in terms of Clause 33 (4) of The Former Agreement agreement."

Payment for time spent travelling to and from the working site to and from the employer's place of business, for any distance under 15km, shall be paid for by the employer.

(b) Any employee entitled to a transport allowance as provided for in sub-clause (a) above shall be paid such allowance at the same time as he is paid his normal remuneration.

(c)(i) Where the employee can reasonably be said to be unable to return to his home daily, the employer shall pay for all travel related costs, inclusive of meals, where applicable.

Any time occupied in travelling during the ordinary working hours shall be paid at the applicable hourly rate of wages of the employee.

Where an employee, by reason of employment, is away from his usual working place and is required by his employer to live away from his usual domicile, meals and lodging shall be paid for or provided on the job by the employer. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance of R154.80 per night for meals.

(ii) Accommodation supplied on site shall include running cold water, hot water, toilet facilities, a bed, a mattress and suitable structure (i.e. minimum of a tent) to sleep in, which meets reasonable hygiene and security standards.

(iii) Where meals are supplied by the employer on site, he shall not be required to pay a subsistence allowance, but the standard of the meals provided shall be commensurate with the subsistence allowance that would have been paid in terms of this sub-clause.

- (2) Stand-by allowance: every employer shall pay every employee who is required to do stand-by duties a minimum of R101.50 per stand-by duty shift.
- (3) The transport, subsistence and stand- by allowance payable in terms of sub-clauses 1(a), 1(c)(i) and (2) respectively shall be adjusted annually by the prescribed minimum percentage wage increase that is agreed for that year”.

9. CLAUSE 2 OF PART 11 – EXPENSES OF THE COUNCIL

- (1) In the third paragraph; Region C – substitute “**44**” hours per week with “**42.50**” hours per week in respect of Pension Fund contributions only.
All other contributions are calculated on 44 hours per week.

10. CLAUSE 4 OF PART 11 – SCHEDULE OF WAGES AND / OR EARNINGS

- (1) Substitute clause 4 of Part 11 with the following:

“No employer shall pay and no employee shall accept wages at rates lower than the following:

Provided that where an employer carries out work in an area for which higher wages are prescribed than those which apply for the area in which his business is situated, his employees shall be paid no less than the minimum wages prescribed for such higher rated area for the duration or period during which such an employee works in such higher-rated area.”

(1) The following minimum wage rates shall apply for the categories listed below with effect from 01 February 2022, or if published later, the date of publication, until 31 January 2023:

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	136.88	120.37	114.98	87.64	85.65
Installation electrician/foreman	126.06	110.86	103.27	80.69	78.77
Electrical tester for single phase	115.04	101.17	96.37	73.57	71.92
Electrician, artisan and DAM	109.48	96.25	89.69	70.14	68.59
Elconop 3	79.74	70.14	65.27	50.90	49.80
Elconop 2	68.58	60.47	55.88	43.71	43.11
Elconop 1	44.08	39.02	35.77	28.88	27.48
Storeman	44.08	39.02	35.77	28.88	27.48
Driver of a vehicle, the gross vehicle mass of which is -					
(a) Up to 3 500 kg	45.88	40.58	41.77	29.59	28.92
(b) Above 3 500 kg up to 16 000 kg	54.19	47.67	44.39	34.64	33.82
(c) Above 16 000 kg	60.24	52.91	49.31	38.52	37.60
Electrical assistant	37.67	33.11	30.52	23.94	23.43
General Assistant	28.24	24.83	23.15	23.15	23.15
Apprentice Stage 4	76.63	67.38	62.88	49.11	48.01
Apprentice Stage 3	54.75	48.12	44.88	35.10	34.29
Apprentice Stage 2	49.29	43.31	40.43	31.54	30.87
Apprentice Stage 1	41.59	36.59	34.12	26.65	26.04

AREAS 'F', 'G', 'H

Category	AREA F Rand Per hour	AREA G Rand Per hour	AREA H Rand Per hour
Master installation electrician	99.22	86.40	82.22
Installation electrician/foreman	91.28	79.52	75.63
Electrical tester for single phase	81.17	72.58	69.00
Electrician, artisan and DAM	80.63	69.13	65.70
Elconop 3	58.61	51.00	51.00
Elconop 2	51.74	45.03	42.91
Elconop 1	34.21	29.47	27.95
Storeman	34.21	29.47	27.95
Driver of a vehicle, the gross vehicle mass of which is -			
(a) Up to 3 500 kg	32.82	28.62	27.25
(b) Above 3 500 kg up to 16 000 kg	38.23	33.32	31.64
(c) Above 16 000 kg	42.43	36.95	35.15
Electrical assistant	32.87	28.19	26.82
General Assistant	24.63	23.15	23.15
Apprentice Stage 4	56.48	48.39	46.01
Apprentice Stage 3	40.32	34.58	32.87
Apprentice Stage 2	36.31	31.10	29.56
Apprentice Stage 1	30.64	26.25	24.97

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	129.43	129.15	120.36	105.86
Installation electrician/foreman	125.46	126.07	110.89	97.31
Electrical tester for single phase	108.76	115.07	101.22	88.92
Electrician, artisan and DAM	103.60	109.49	96.25	84.62
Elconop 3	77.20	79.77	70.14	61.52
Elconop 2	72.77	68.58	60.47	52.65
Elconop 1	50.34	44.11	38.99	33.77
Storeman	50.34	44.11	38.99	33.77
Domestic appliance repairer		51.43	45.28	
Driver of a vehicle, the gross vehicle mass of which is -				
(a) Up to 3 500 kg	44.30	45.81	40.37	41.04
(b) Above 3 500 kg up to 16 000 kg	50.20	54.20	47.71	45.91
(c) Above 16 000 kg	56.02	60.24	52.93	59.53
Electrical assistant	41.16	37.69	33.15	28.81
General Assistant	30.86	28.25	24.84	23.15
Apprentice Stage 4	72.53	76.67	67.40	59.21
Apprentice Stage 3	51.78	54.76	48.13	42.29
Apprentice Stage 2	46.61	49.26	43.34	38.09
Apprentice Stage 1	39.37	41.62	36.58	32.14

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

	AREA M	AREA N	AREA O
Category	Rand	Rand	Rand
	Per hour	Per hour	Per hour
Master installation electrician	110.02	85.65	86.40
Installation electrician/foreman	106.66	78.77	79.52
Electrical tester for single phase	92.43	70.04	72.58
Electrician, artisan and DAM	88.06	68.59	69.13
Elconop 3	65.65	49.80	51.00
Elconop 2	61.84	42.77	45.03
Elconop 1	42.77	27.50	29.47
Storeman	42.77	27.50	29.47
Driver of a vehicle, the gross vehicle mass of which is -			
(a) Up to 3 500 kg	37.67	28.69	28.62
(b) Above 3 500 kg up to 16 000 kg	42.68	33.82	33.32
(c) Above 16 000 kg	47.62	37.63	36.95
Electrical assistant	35.00	23.43	28.19
General Assistant	26.22	23.15	23.15
Apprentice Stage 4	61.65	48.01	48.39
Apprentice Stage 3	44.06	34.29	34.56
Apprentice Stage 2	39.61	30.88	31.10
Apprentice Stage 1	33.49	26.04	26.26

**11. CLAUSE 5 OF PART II - GUARANTEED MINIMUM INCREASES
AND OFF-SET**

(1) Substitute clause 5 of Part 11 with the following:

“(1)(a) The wage increases from 01 February 2022 to the 31 January 2023 shall be increased as follows:

All employees earning the **minimum wage rate** as prescribed in Clause 4 of Part II of this agreement shall receive a wage increase of not less than six percent (6%).

Every employee for whom wages are prescribed in this Agreement and who, on the 01 February 2022, 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 five percent (5%) of the actual wage rate he was receiving immediately prior to the said date.

- (1)(b) Prescribed minimum wage rates and wage rates in excess of the prescribed minimum wages.

Should the publication of this Collective Agreement amendment be delayed for any reason, any employers who have not granted the increase before the coming into operation of this 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.

- (2) The guaranteed minimum increases referred to in Clause 4 and Clause 5 (1)(a) above shall be subject to the provision that any increase granted on or after 1 January 2022 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.

Provided also that in terms of this agreement any increases granted on or after January of each of the following years in respect of wage increases due on the 1st February of that year, may be off-set by the employer when calculating the guaranteed minimum increase.”

SIGNED AT **KENSINGTON** AS AUTHORISED FOR AND ON BEHALF OF THE
PARTIES TO THE COUNCIL, THIS **29TH DAY OF OCTOBER 2022**.

R. MC ALPINE - GENERAL SECRETARY - SAEWA



S KHOLA – NATIONAL LABOUR DIRECTOR- ECA (SA)



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