

DEPARTMENT OF EMPLOYMENT AND LABOUR

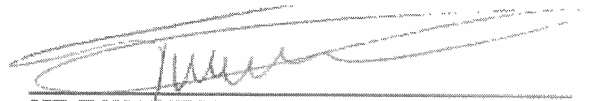
NO. R. 3422

19 May 2023

LABOUR RELATIONS ACT, 1995

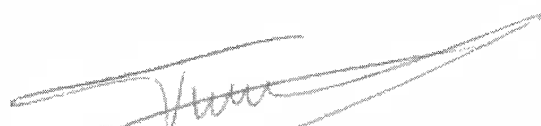
NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE COLLECTIVE BARGAINING LEVY AGREEMENT

I, THEMBELANI WATERMADE 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 the second Monday after the date of publication of the agreement and for a period of three (3) years.


MR T W NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/05/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI****KWABAQASHI NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:****UKWELULWA KWESIVUMELWANO SENTELA SABAQASHI NABASEBENZI****SELULELWA KULABO ABANGEYONA INGXENYE 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 ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela emva kweminyaka emithathu (3).



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/05/2023

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY
OF SOUTH AFRICA****COLLECTIVE BARGAINING LEVY 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.

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>PAGE</u>
1. SCOPE OF APPLICATION	3
2. PERIOD OF OPERATION	3
3. TERMS AND CONDITIONS	3
4. INDUSTRIAL ACTION	4
5. DEFINITIONS	4
6. COLLECTIVE BARGAINING LEVY	5
7. PAYMENT OF THE COLLECTIVE BARGAINING LEVY	7
8. EXEMPTIONS AND APPEALS	8
9. GENERAL RULES GOVERNING CONCILIATIONS & ARBITRATIONS CONDUCTED UNDER THE AUSPICES OF THE COUNCIL	10
10. RESOLUTION OF DISPUTES	11
11. GENERAL	15
12. OFFICES OF THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF S.A.	30 -32

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 kilometres from the General Post Office, Kimberley.
- (2) 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 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 such date to be determined by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force for a period of 3 years from the date of publication.

3. TERMS AND CONDITIONS

A separate Collective Bargaining Levy Agreement is hereby agreed to and the provisions of the Labour Relations Act, 1995 (Act 66 of 1995)(as amended)(hereinafter referred to as the Act), where applicable, shall apply to this Agreement. The object of this Agreement is to ensure that all employees and employers in the scope of the Council who receive the benefits of collective bargaining contribute towards its costs.

This agreement shall be subject to the respective parties being representative, as required by Section 25 of the Act, of employees or employers who are covered by the Main Collective Agreement of the National Bargaining Council for the Electrical Industry as verified by the Department of Labour from time to time. Accordingly, the

application of this agreement to parties shall be subject to the party being representative.

4. INDUSTRIAL ACTION

No person bound by the provisions of this Agreement shall engage in or participate in a strike or a lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for its duration.

5. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995 shall have the same meaning as in that Act, and any reference in this Agreement to an Act shall include any amendments to such Act; further, and unless the context otherwise indicates –

“**Act**” means the Labour Relations Act, 1995; (as amended)

“**Tier**” means:

Tier 1	Tier 2	Tier 3
Areas that have the highest paying minimum wages for every category of employment.	Minimum wages are based on 90% of the published wage rates for Tier 1.	Minimum wages are based on 80 % of the published wage rates for Tier 1.

The areas falling under each Tier are attached to this Agreement as **ADDENDUM 1**.

Note: In the event of any municipal area being omitted from the above, the Council shall determine under which Tier such municipal area should be placed.

“**Council**” means the National Bargaining Council for the Electrical Industry of South Africa;

“**Region A**” means the Provinces of Gauteng, Limpopo, Mpumalanga, and North West Province.

“**Region A1**” means the Free State/Northern Cape Region incorporating the Provinces of the Free State and the Northern Cape; but excludes the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape.

“**Region B**” means the Eastern / Southern Cape Region incorporating the Province of the Eastern Cape and the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, and Uniondale in the Western Cape Province but excludes the Magisterial District of Umzimkulu in the Eastern Cape.

“Region C” means the Province of Kwazulu Natal and the Magisterial District of Umzimkulu in the Eastern Cape.

“Region D” means the Province of the Western Cape and the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape but excludes the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, Riversdale and Uniondale in the Western Cape.

6. 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 the 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. The collective bargaining levy monies so deducted shall be paid to the Council monthly in the amount as specified below:
- (3) All scheduled employees shall pay a Collective Bargaining Levy of R19.61 from the date of publication of this Agreement.
This Collective Bargaining Levy will be adjusted from time to time when the Party Trade Union adjusts their subscriptions. The Collective Bargaining Levy will never exceed the Party Trade Union subscription in value.
- (4) For the purposes of this agreement, “representative employers’ organisation” means a registered employers’ organisation whose members employ the majority of the employees in the electrical industry in the scope of the Council and a “representative trade union” means a registered trade union whose members are the majority of all the employees that is a party to the Council.
- (5) The prescribed Collective Bargaining Levy shall be equivalent to or less than the amount of the prevailing membership fees payable by the employer members of the Electrical Contractors’ Association (South Africa) to the same association.
- (6) 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 Collective

Bargaining Levy monthly to the Council of R12.90 per scheduled employee per week.

This Collective Bargaining Levy will be adjusted from time to time when the Party Employers Organisation adjusts their subscriptions. The Collective Bargaining Levy will never exceed the Employers Organisation labour levy.

- (7) The monies will be used to fund the costs of collective bargaining activities of the parties to the Council from time to time and to subsidise the cost of training for employers and employees in the electrical contracting industry.

The money received from the CBL collections shall be allocated to the Training Fund as set out below:

On publication of this Agreement the Training Fund Contribution will be R4.50 per employee per week or thereafter as amended by a resolution by the Parties for the life of this Agreement.

All employment categories will be eligible for subsidy from the Training Fund.

- (8) The National Finance Committee shall receive applications for the funding of such activities as contemplated in sub-clause (1) and submit recommendations to the National Council for approval.

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.

- (9) The Council shall deposit all monies received in terms of the above into a separate bank account administered by the Council.

- (10) 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.

- (11) 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 employers’ organisation.

- (12) 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.

- (13) The registered party trade union(s) and employers' organisation(s) will keep records and books according to the standards of generally accepted accounting practice, principles and procedures.
- (14) The registered party trade union(s) and employers' organisation(s) will provide information to the Registrar in terms of Section 25(1) and (2), Section 98 and Section 100 of the Labour Relations Act 66 of 1995 as amended.
- (15) If an employer or an employers' organisation or an employee or a trade union or any interested person or organisation alleges that the representative employers' organisation or the representative trade union is no longer a representative employers' organisation or representative trade union as envisaged in sub-clause 6(4) it must give the employers' organisation or trade union written notice of the allegation, and must allow the employers' organisation or trade union 90 days from the date of the notice to prove that it is a representative employers' organisation or a representative trade union.
- (16) If within the 90-day period, the representative employers' organisation or representative trade union fails to prove that it is a representative employers' organisation or a representative trade union, the employer or employers' organisation or employee or trade union or interested person or organisation making the allegation, must give the employers' organisation or trade union which claims to be representative, notice of its intention to request the Minister of Labour to withdraw the extension of this agreement to non-parties.
- (17) If the extension of this agreement to non-parties is withdrawn by the Minister of Employment and Labour for any reason, the provisions of sub-clause 6(10) shall apply until all the Collective Bargaining Levies due up until the date of withdrawal of this Agreement have been received and paid out in accordance with sub-clause 6(10).

7. PAYMENT OF THE COLLECTIVE BARGAINING LEVY

- (1) For the purposes of Clause 6 (7) above, a week shall constitute not less than three shifts actually worked during any one week from Monday to Friday (inclusive).
- (2) Every employer shall, by no later than the 15th day of each month, forward to the regional offices of the Council all contributions in respect of the preceding month in the manner prescribed by the Council from time to time.
- (3) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, by no later than the 15th day of each month, forward to the Council the levy return in respect of the preceding month and in the manner indicated therein.

8. EXEMPTIONS AND APPEALS

- (1) In terms of section 32 of the Act the Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason within 30 days from the date of receipt of such application.
- (2) All applications for exemption shall be in writing (on an application form provided by the Council) and shall be addressed to the Regional Manager of the Council in the relevant region for consideration by the Regional Exemptions Committee.
- (3) All applications for exemptions shall be substantiated, and such substantiation shall include the following details:
 - (a) The period for which the exemption is required,
 - (b) the Agreement and clauses or sub-clauses of the Agreement from which the exemption is required,
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included with the application.
- (4) The Regional Manager of the Council shall place the applications for exemption on the agenda of the next Regional Exemptions Committee meeting for consideration.
- (5) The Regional Manager shall provide the Regional Exemptions Committee with details of all the applications for exemption.
- (6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or objectors at its following meeting:
- (7) The Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (8) Once the Council has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (9) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.
- (10) Exemption criteria -

The Council shall consider all applications for exemption with reference to the following criteria:

- (a) The written and verbal substantiation provided by the applicant,
 - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted,
 - (c) the terms of the exemption,
 - (d) the infringement of basic conditions of employment rights,
 - (e) the fact that a competitive advantage may not be created by the exemption,
 - (f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparative bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability,
 - (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical industry,
 - (h) any existing special economic or other circumstances which warrant the granting of the exemption,
 - (i) reporting requirements by the applicant and monitoring and re-evaluation processes, and
 - (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
 - (k) Once a notice to attend arbitration proceedings has been issued, no employer or employee may make application for exemption from any provision of the collective agreement to which the arbitration notice relates.
 - (l) Any exemption applied for after the notice to attend arbitration has been issued shall not stay the arbitration proceedings. The arbitrator shall be requested to make an appropriate arbitration award.
- (11) In terms of section 32 of the Act, the Council hereby establishes an Independent Appeal body to hear and decide as soon as possible, but no later than 30 days after the appeal is lodged, against –
- (a) the Council's refusal of an application for exemption from the provisions contained in this Agreement,
 - (b) the withdrawal of such exemption by the Council.

Provided that such appeals are lodged with Council within 30 days from the date of receipt of the outcome of the exemption application.

- (12) The Secretary shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal body for a decision.
- (13) The Independent Appeal body shall consider all applications within 14 days of receipt with reference to the criteria set out in sub-clause (10) above and shall ensure that the applications are not in conflict with the primary objects of the Act.
- (14) The Independent Appeals Body may defer a decision to a subsequent meeting if additional motivation, information or verbal representations are considered necessary to decide the application for exemption.
- (15) The Independent Appeals Body shall issue a certificate within 14 days of the date of its decision to uphold the appeal and grant exemption. The certificate should specify the terms of the exemption and the reporting requirements by the applicant and the monitoring and re-valuation processes.
- (16) The Independent Appeals Body shall advise the applicant(s) within 10 working days of the date of its decision not to grant exemption or part of an exemption requested and shall provide a written reason or reasons for the decision not to grant exemption.

9. GENERAL RULES GOVERNING CONCILIATIONS AND ARBITRATIONS CONDUCTED UNDER THE AUSPICES OF THE COUNCIL

- (1) Notwithstanding the following procedures and rules, any omissions there from shall be dealt with in accordance with the Rules for the Conduct of Proceedings before the CCMA as amended from time to time.
- (2) **How to bring an application**
 - (a) This rule applies to any application for condonation, joinder, substitution, variation or recession, application in a jurisdictional dispute or any other preliminary application.
All applications must comply with Rule 31 of the CCMA rules.
- (3) **How to apply to vary or rescind arbitration awards or rulings**
 - (a) An application for the variation or rescission of an arbitration award or ruling must be made within 14 days of the date on which the applicant became aware of the arbitration award or ruling or became aware of a mistake common to the parties to the proceedings.
 - (b) A ruling made by a Council appointed conciliator or arbitrator which has the effect of a final order, will be regarded as a ruling for the purposes of this clause.

(4) Condonation for failure to comply with the rules

The Council or arbitrator or conciliator may condone any failure to comply with the time frames in this clause, on good cause shown.

10. RESOLUTION OF DISPUTES

(1) Procedure to enforce compliance with this agreement:

The Council shall take all reasonable steps necessary to ensure compliance with this agreement. If whether through its own investigations or through any other source, it appears as if the provisions of this agreement have been breached then the following procedure shall apply to enforce compliance:

- (a) The appointed official of Council shall investigate the alleged breach.
- (b) If, upon completion of the investigation, the appointed official of Council has reason to believe that this agreement has been breached, the appointed person may endeavor to secure compliance with the agreement by any or all of the following means:
 - (i) Issue a compliance order requiring any person bound by the collective agreement to comply with the collective agreement within a specified period.
 - (ii) refer the matter to arbitration in terms of this agreement
 - (iii) a designated agent of Council shall have all the powers conferred to him in terms of section 33 read with section 33A and Schedule 10 of the Act.
- (c) Arbitration
 - (i) Upon referral of the unresolved dispute to arbitration, Council shall appoint an arbitrator from its panel to hear and determine the alleged breach of this agreement. The arbitrator shall be independent of the Council.
 - (ii) The Council shall decide the date, time, and venue of the arbitration hearing, but shall give the parties at least 21 days written notice of an arbitration hearing, unless the parties agree to a shorter period.
 - (iii) The Council shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of arbitration.
 - (iv) Any party who has a legal interest in the outcome of the arbitration shall have the right to –
 - give evidence
 - call witnesses
 - question the witnesses of the other party
 - address the concluding arguments with the arbitrator

- be represented by a legal practitioner or co-employee or any office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.

(d) The arbitrator shall have the following powers:

- (i) To determine whether there has been a breach of this agreement.
 - (ii) To make any appropriate award that gives effect to the collective agreement and to ensure compliance therewith.
 - (i) To conduct the arbitration in a manner and form that he considers appropriate in order to determine the dispute fairly and quickly but shall deal with the substantial merits of the dispute with the minimum of legal formalities. Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
 - (iv) The appointed arbitrator may at any stage prior to or during the arbitration proceedings, suspend the arbitration proceedings and attempt to resolve the dispute through conciliation with the consent of all the parties to the dispute. If appropriate, the arbitrator may refer the dispute to another conciliator to be conciliated.
 - (v) To adjourn the arbitration proceedings to a later date or to make an award in the absence of a party who is alleged to have breached the agreement, if -
 - such party fails to appear in person or to be represented at the arbitration proceedings, and *prima facie* evidence has been presented to the arbitrator that the party in question has failed to comply with this agreement. Provided that proof is presented that written notification has been forwarded to such party –
- (a) by registered mail or telegram to such party's last known address or an address chosen by that person to receive service and 21 days have lapsed since such notification has been mailed; or
 - (b) by fax transmission or telexing to such party's last known fax number or telex number; or a fax or telefax number chosen by that person to receive service and 21 days have lapsed since such notification has been faxed; or
 - (c) by hand delivery to such party's last known business or residential address; or an address chosen by that person to receive service and 21 days have lapsed since such notification has been hand delivered.
 - (d) by emailing a copy of the document to the person's email or an email address chosen by that person to receive service.
 - (e) a document may also be served -
 - (i) on a company or other body corporate by handing a copy to a responsible employee of the company or body at its

registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;

(ii) on an employer by handing a copy of that document to a responsible employee of the employer at the workplace where the employees involved in the dispute ordinarily work or worked;

(iii) on a trade union or employers' organisation by handing a copy of that document to a responsible employee or official at the main office of the union or employers' organisation or its office in the magisterial district in which the dispute arose;

(iv) on a partnership, firm or association by handing a copy of that document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or chairman or secretary of the managing or other controlling body of the association, as the case may be;

(v) on a municipality, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;

(vi) on a statutory body, by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body or

(vii) on the state or a province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.

(f) if no person identified in (e)(i) to e(vii) above is willing to accept service, service may be effected by affixing a copy of the document to -

(i) the main door of the premises concerned; or

(ii) if this is not accessible, a post box or other place to which the public has access.

(vi) The arbitrator conducting arbitration in terms of this sub-clause has the powers of a Commissioner in terms of section 33A, section 142 and section 138 of the Act, read with the changes required by the context.

(vii) The appointed arbitrator shall have the power to vary, rescind or amend any arbitration award issued by him or by any arbitrator on application by any affected party or on his own accord within 14 days of the date on which the applicant became aware of the arbitration award or ruling or a mistake common to the parties to the proceedings and without limiting the generality hereof shall have this power if -

- the award was erroneously sought or erroneously made in the absence of any party affected by the award.

- the award is ambiguous or contains an obvious error or omission, but only to the extent of that ambiguity, error or omission
 - the award was granted as a result of a mistake common to the parties to the proceedings.
- (e) Any award made by the arbitrator, shall be served on all interested parties by the Council and must be made within 14 days after the expiry of the arbitration proceedings.
- (f) The Council may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.
- (g) The Council may apply for a writ of execution to enforce the order of court made in terms of section 143(1) of the Act.
- (h) The provisions of this procedure shall apply in addition to any other legal remedy which the Council may apply 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."
- (i) If the arbitrator finds that any party to the dispute has failed to comply with a provision of Council's collective agreements which are binding on that party, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with Section 29 (2) of Schedule 7 of the Act, read with Section 33A of the Act. An arbitrator shall also include in an order, any interest that is due in terms of clause 29 of the Council's main collective agreement and an arbitration fee of R500, 00.
- (j) Notwithstanding the provisions of this clause, the Council may utilise section 33A, section 142 and Schedule 10 of the Act to monitor and enforce compliance with its collective agreements.
- (k) Despite the provisions of this clause, a Council agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with any provision of this agreement if –
- (i) That amount has been payable by the employer to the employee for longer than 12 months before the date on which a complaint was made to the Council by or on behalf of that employee or, if no complaint was made, the date on which a Council agent first endeavored to secure compliance.

- (ii) Despite the aforesaid, if the non-compliance relates to unpaid Pension and or Provident Fund contributions, the Council must issue a compliance order to secure compliance.

11. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Every provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

ADDENDA**TABLE OF CONTENTS**

ADDENDUM NUMBER	PAGE
ADDENDUM 1 Tiers	17- 29
ADDENDUM 2 Offices of the Bargaining Council	30 - 32

ADDENDUM 1

“Tier 1” means Areas that have the highest paying minimum wages for every category of employment.

“Tier 2” means Minimum wages are based on 90% of the published wage rates for Tier 1.

“Tier 3” means Minimum wages are based on 80% of the published wage rates for Tier 1.

In the event of any Municipal area being omitted from any Tier, the Council shall determine under which Tier such area should be placed, within 30 calendar days of being notified of such omission.

Province	Metropolitan/District Municipality	Local Municipality	Tier 1
			100%
GAUTENG	City of Ekurhuleni Metropolitan Municipality		Alberton, Bakerton, Bedfordview, Benoni, Birchleigh, Boksburg, Brakpan, Clayville, Daveyton, Dunnottar, Edenpark, Edenvale, Geduld, Germiston, Katlehong, Kempton Park, Kwa-Thema, Machenzieville, Nigel, Olifantsfontein, Springs, Spruitview, Reiger Park, Tembisa, Tokoza, Tsakane, Vosloorus, Vorsterkroon
	City of Johannesburg Metropolitan Municipality		Alexandra, Chiawelo, Diepkloof, Diepsloot, Eldoradopark, Ennerdale, Evans Park, Johannesburg, Johannesburg South, Kwaxuma, Lawley, Lenasia, Lenasia South, Meadowlands East, Meadowlands West, Midrand, Moroka, Newlands, Orange Farm, Orange Grove, Orlando East, Pimville, Randburg, Roodepoort, Sandton, Soweto, Weldevredenpark
	City of Tshwane Metropolitan Municipality		Akasia, Atteridgeville, Bronkhorstspuit, Centurion, Cullinan, Ekangala, Ga-Rankuwa, Garsfontein, Hammanskraal, Irene, Kudube, Mabopane, Mamelodi, Pretoria, Pretoria Central, Pretoria East, Pretoria North, Pretoria West, Rayton, Refilwe, Roodeplaat, Soshanguve, Temba, Winterveldt, Wonderboom
	Sedibeng District Municipality		De Deur/Walkerville, Devon, Eikenhof, Evaton, Heidelberg, Meyerton, Nigel, Sebokeng, Vaal Marina, Vaal Oewer, Vanderbijlpark, Vereeniging, Vischkuil
		Emfuleni Local Municipality	Evaton, Sebokeng, Vaal Oewer, Vanderbijlpark, Vereeniging
		Lesedi Local Municipality	Devon, Heidelberg, Nigel, Vischkuil
		Midvaal Local Municipality	De Deur/Walkerville, Eikenhof, Meyerton,

	West Rand District Municipality		Vaal Marina
			Blyvooruitsig, Carletonville, Fochville, Krugersdorp, Magaliesburg, Muldersdrift, Randfontein, Wedela, Westonaria
		Merafong City Local Municipality	Carletonville, Fochville, Wedela
		Mogale City Local Municipality	Hekpoort, Kagiso, Krugersdorp, Magaliesburg, Muldersdrift
		Rand West City Local Municipality	Randfontein, Westonaria
KWAZULU NATAL	eThekwini	Ethekwini	Amalanga, Amanzimtoti, Amaotana, Berea, Blackburn, Bluff, Cato Ridge, Cele/Vumengazi, Chatsworth, Cibane, Clermont, Clifton Canyon, Craigieburn, Dassenhoek, Desainager, Durban, Durban International Airport, Durban North, Durban South, Emalangen, Embo/Nksa Isimahla, Emona, Ethekwini, Everton, Ezembeni, Folweni, Gcumisa, Genazzano, Gillitts, Glenashley, Golokodo-Ensimbini, Hambanathi, Hammarsdale, Hillcrest, Ilanga, Ilfracombe, Illovo North, Illovo South, Inanda, Inchanga, Iqadi, Isipingo, Isipingo Beach, Kingsburgh, Klaarwater, Kloof, KwaDabeka, KwaMashu, KwaNdengezi, La Mercy, Lotus Park, Luganda, Luthuli/Umnini Trust, Magabeni, Malagazi, Mangangeni/Vumazonke, Maphephetha, Mariannhill, Mawotana, Mawothi, Molweni, Mount Edgecombe, Mount Moreland, Mpolo, Mpumalanga, New Germany, Newlands East, Newlands West, Ngqolosi, Ngqungqulu, Ntuzuma, Oceans, Outer West Durban, Phoenix, Pinetown, Prospecton, Qadi, QiniSelani Manyuswa, Queensburgh, Redcliffe, Roseneath, Sapref, Shallcross, Sobonakhona, Thoyana, Tongaat, Tongaat Beach, Tshelimnyama, Umgogintwini Umbumbulu, Umdloti, Umgababa, Umhlanga, Umkomaas, Umlazi, Verulam, Waterfall, Westbrook, Westville, Ximba
	Ilembe District	Kwadukuza	Dolphin Coast/Ballito, KwaDukuza, Nkwazi/Zinkwazi Beach
		Ndwedwe	Ndwedwe
		Maphumulo	Maphumulo
	uMgungundlovu District	Mandeni	Isithebe, Mandeni
		Mkambathini	Camperdown
		Msunduzi	Ashburton, Pietermaritzburg

		Richmond uMngeni uMshwathi Impendle	Richmond Hilton, Howick Cool air, Dalton, New Hannover, Wartburg
		Mpofana	
	Amajuba District	Dannhauser eMadlangeni Newcastle	
	Harry Gwala District	Dr Nkosazana Dlamini Zuma Greater Kokstad Ubuhlebezwe Umzimkulu	
	King Cetshwayo District	City of Umhlathuze Mthonjaneni Nkandla uMfolozi uMlalazi	
	Ugu District	Ray Nkonyeni Umdoni Umuziwabantu Umzumbe	
	uMkhanyakude District	Big 5 Hlabisa Jozini Mtubatuba uMhlabyalingana	
	uMzinyathi District	Endumeni Nquthu uMsinga Umvoti	Greytown, Kranskop
	uThukela District	Alfred Duma Inkosi Langalibalele Okhahlamba	
	Zululand District	AbuQulusi eDumbe Nongoma Ulundi uPhongolo	
MPUMALANGA	Nkangala District Municipality	Victor Khanye Local Municipality	Ackerville, Delmas, Eloff, Kendal, Sundra

		Thembisile Hani Local Municipality	
WESTERN CAPE	City of Cape Town Metropolitan Municipality	City of Cape Town Metropolitan Municipality	Athlone, Atlantis, Belhar, Belville, Blackheath, Blouberg, Blouberggrant, Blue Downs, Brackenfell, Camps Bay, Cape Point, Cape Town, Claremont, Constantia, Delft, Durbanville, Edgemoed, Elsies Rivier, Eppindust, Fairways, Fish Hoek, Goodwood, Grasy Park, Guguletu, Hout Bay, Kayalitsha, Kalk Bay, Kommetjie, Kraaifontein, Kuils River, Langa, Macassar, Matroosfontein, Melkbosstrand, Milnerton, Mitchell's Plain, Muizenburg, Noordhoek, Nyanga, Ottery, Parow, Philadelphia, Phillippi, Platteklouf, Robben Island, Scarborough, Simon's Town, Sir Loury's Pass, Southern Suburbs, Table View, Welgemoed, Wetton, Woodstock, Wynberg

Province	Metropolitan/District Municipality	Local Municipality	Tier 2
			90%
EASTERN CAPE	Sarah Baartman	Kouga	Cape St. Francis Humansdorp, Jeffreys Bay, Oyster Bay, St Francis Bay, Thornhill
	Nelson Mandela Bay Metropolitan Municipality		Bethelsdorp, Bloemendal, Blue Horizon Bay, Caredon, Despatch, KwaNobuhle, Motherwell, Gqeberha (Port Elizabeth), Summerstrand, Swartkops, Uitenhage, Beacon Bay
	Buffalo City Metropolitan Municipality	Sundays River Valley	Berlin, Bisho, Breidbach, Macleantown, Gonubie, Dimbaza, East London, Kidd's Beach, King William's Town, Mdantsane, Phakamisa, Potsdam, Swelitsha
FREE STATE	Mangaung Metropolitan Municipality		Bloemfontein, Botshabelo, Dewetsdorp, Mangaung, Soutpan, Thaba Nchu, Van Stadensrus, Wepener
	Fezile Dabi District Municipality	Metsimaholo Local Municipality	Deneysville, Kragbron, Oranjeville, Sasolburg
	Lejweleputswa District Municipality	Masilonyana Local Municipality	Brandfort, Soutpan, Theunissen, Verkeerdevlei, Winburg
		Matjhabeng Local Municipality	Allanridge, Hennenman, Odendaalsrus, Ventersburg, Virginia, Welkom
		Nala Local Municipality	Bothaville, Wesselsbron
KWAZULU NATAL	uMgungundlovu District	Impendle	Impendle
		Mpofana	Mooi River
	Amajuba District	Dannhauser eMadlangeni	Dannhauser, Hattingspruit Utrecht

		Newcastle	Charlestown, Newcastle
	Harry Gwala District	Dr Nkosazana Dlamini Zuma Greater Kokstad	Creighton, Himeville, Underberg Kokstad
		Ubuhlebezwe Umzimkulu	Ixopo uMzimkhulu
	King Cetshwayo District	City of Umhlathuze Mthonjaneni Nkandla uMfolozi uMlalazi	Empangeni, Richards Bay Melmoth, Ntambanana Nkandla KwaMbonambi Eshowe, KwaGingindlovu, Mtunzini
	Ugu District	Ray Nkonyeni Umdoni Umuziwabantu Umzumbe	Eshowe, KwaGingindlovu, Mtunzini Pennington, Scottburgh/Umzinto North Harding Umzumbe
	uMkhanyakude District	Big 5 Hlabisa Jozini Mtubatuba uMhlabyalingana	Hlabisa, Hluhluwe Ingwavuma, Jozini, Mkuze Mtubatuba, St Lucia Mbazwana
	uMzinyathi District	Endumeni Nquthu uMsinga	Dundee, Glencoe Nquthu Pomeroy
	uThukela District	Alfred Duma Inkosi Langalibalele Okhahlamba	Colenso, Ladysmith, Van Reenen Estcourt, Weenen Bergville, Cathkin Park, Winterton
	Zululand District	AbuQulusi eDumbe Nongoma Ulundi uPhongolo	Louwsburg, Vryheid Paulpietersburg Nongoma Ulundi Pongola
LIMPOPO	Capricorn District Municipality	Polokwane Local Municipality	Klaserie, Polokwane, Seshego, Modjadiskloof, Gazankulu
	Mopani District Municipality	Greater Letaba Local Municipality	Modjadiskloof
	Vhembe District Municipality	Thulamela Local Municipality	Dzanani
MPUMALANGA	Ehlanzeni District Municipality	City of Mbombela Local Municipality	Barberton, Emoyeni, Entokozweni, Hazyview, Kaapschehoop, Kaapmuiden, Kabokweni, Kanyamazane, Kiepersol, Luphisi, Matsulu, Mbombela, Mpakeni, Msogwaba, Ngodwana, Nsikazi, Skukuza, Tekwane, White River.
	Gert Sibande District Municipality	Govan Mbeki Local Municipality	Bethal, Charl Cilliers, Embalenhle, Evander, Highveld Ridge, Kinross, Leandra, Leslie, Secunda, Trichardt
	Nkangala District Municipality	Emalahleni Local Municipality	Kriel, Ogies, Phola, eMalahleni

		Steve Tshwete Local Municipality	Mdutjana, Middelburg
NORTHERN CAPE	Frances Baard District Municipality	Dikgatlong Local Municipality	Barkly West, Delportshoop, Windsorton
		Magareng Local Municipality	Warrenton
		Phokwane Local Municipality	Hartswater, Jan Kempdorp, Pampierstat
		Sol Plaatje Local Municipality	Kimberley, Ritchie
	John Taolo Gaetsewe District Municipality	Ga-Segonyana Local Municipality	Bankhara-Bodulong, Kuruman, Mothibistad
		Gamagara Local Municipality	Deben, Kathu, Kudumane, Olifantshoek, Sishen
		Joe Morolong Local Municipality	Hotazel, Santoy, Van Zylsrus
	ZF Mgcawu District Municipality	Dawid Kruiper Local Municipality	Mier, Rietfontein, Upington
		Kai !Garib Local Municipality	Eksteenskuil, Kakamas, Keimoes,
		Kgatelopele Local Municipality	Danielskuil, Lime Acres
		Tsantsabane Local Municipality	Beeshoek, Postmasburg
NORTHWEST	Bojanala Platinum District Municipality	Madibeng Local Municipality	Bethanie, Brits, Broederstroom, De Wildt, Hartbeespoort, Ifafi, Kosmos, Mooiooi,
		Rustenburg Local Municipality	Beestekraal, Boshoeck, Hartbeesfontein-A, Marikana, Phatsima, Rustenburg, Tlhabane
	Dr Kenneth Kaunda District Municipality	City of Matlosana Local Municipality	Hartbeesfontein, Klerksdorp, Orkney, Stilfontein
		JB Marks Local Municipality	Potchefstroom, Ventersdorp
	Dr Ruth Segomotsi Mompati District Municipality	Ditsobotla Local Municipality	Gerdau
	Ngaka Modiri Molema District Municipality	Mahikeng Local Municipality	Mahikeng
WESTERN CAPE	City of Cape Town Metropolitan Municipality	City of Cape Town Metropolitan Municipality	Firgrove, Gordonsbay, Sir Lawrey's Pass, Somerset West, Strand
		Breede Valley Local Municipality	Rawsonville, Worcester,
		Drakenstein	Gouda, Paarl, Wellington
		Stellenbosch Local Municipality	Franschoek, Klipmuts, Pniel, Stellenbosch, Stellenbosch Farms.
		Witzenberg Local Municipality	Ceres, Tulbach, Wolseley

		Overstrand Local Municipality	Betty's Bay, Birkenhead, De Kelders, Fishershaven, Franskraal, Gansbaai, Hawston, Hermanus, Kleinmond, Onrus, Pearley Beach, Pringle Bay, Rooi-Els, Sand Bay, Standford, Van Dyks Bay, Vermont.
		Theewaterskloof Local Municipality	Bot River, Caledon/Myddleton, Grabouw, Theewaterskloof, Villiersdorp.
		Bergvliet Local Municipality	Veldrif
		Saldanha Bay Local Municipality	Jacobs Bay, Langebaan, Paternoster, Saldanha, St Helena Bay, Vredenburg.
		Swartland Local Municipality	Abbotsdale, Chatsworth, Darling, Grotto Bay, Kalbaskraal, Malmesbury, Moreesburg, Riebeeck Kasteel, Riebeeck West, Riverlands, Yzerfontein.
		Garden Route District Municipality	Albertina, Boggoms Bay, Brandwag, Brenton, Brenton-on-Sea, Buffels Bay, Friemersheim, George, Great Brak River, Herolds Bay, Jongens Fontein, Keurboomstrand, Knoetzie, Knysna, Krantshoek, Kurland, Kwanokuthula, Mossel Bay, Oudtshoorn, Plettenburg Bay, Rheenedal, Riversdale, Sedgfield, Still Bay, Victoria Bay, Vleesbaai, Wilderness, Wittedrift.

Province	Metropolitan/District Municipality	Local Municipality	Tier 3
EASTERN CAPE	Chris Hani	Emalahleni	Cacadu (Lady Frere), Dordrecht, Indwe
		Engcobo	Engcobo
		Enoch Mgijima	Hofmeyer, Komani (Queenstown), Tylden, Molteno, Sada, Sterkstroom, Tarkastad, Whittlesea.
		Intsika Yethu	Cofimvaba, Tsomo
		Inxuba Yethemba	Cradock, Middelburg, Mount Zebra National Park
		Sakhisizwe	Cale, Khowa (Elliot)
	Joe Gqabi	Elundini	Maclear, Mount Fletcher, Ugie
		Senqy	Barkly East, Lady Grey, Rhodes, Rossouw, Sterkspruit,
		Walter Sisiulu	Aliwal North, Burgersdorp, Jamestown, Oviston, Steynsburg, Venterstad
	OR Tambo	Ingquza	Flagstaff, Lusikisiki
		King Sabat Dalindyebo	Mqanduli, Mthatha (Umtata) (20km radius)
		Mhlontlo	Qumbu, Tsolo

		Nyandeni	Libode, Ngqeleni
		Port St. Johns	Port St. Johns
	Sarah Baartman	Blue Crane Route	Cookhouse, Pearston, Petersburg, Somerset East
		Beyers Naude	Aberdeen, Adendorp, Graaff-Reinet, Jansenville, Kendrew, Klipplaat, Nieu-Bethesda, Rietbron, Waterford, Willowford
		Kouga	Hankey, Loerie, Patensie
		Koukamma	Clarkson, Twee Rivier, Joubertina, Kareedouw, Krakeel River, Louterwater, Misgund, Nompumelelo, Sandrift, Storms River, Woodlands
		Makana	Alicedale, Salem, Makhanda (Grahamstown), Riebeeck East, Sidbury.
		Ndlambe	Alexandria, Bathurst, Boknes/Cannon Rocks, Bushmans River, Kenton-on-Sea, Port Alfred, Seafeld
		Sundays River Valley	Addo, Kirkwood, Peterson
	Alfred Nzo	Matatiele	Cedarville, Maloti, Matatiele
		Ntabankulu	Tabankulu
		Umzimvubu	eMaxesibeni (Mount Ayliff), KwaBhaca (Mount Frere)
		Winnie Madikizela-Madela	Bizana
	Amathole	Amahlati	Cathcart, Kei Road, Keiskammahoek, Stutterheim
		Great Kei	Amatola Coastal, Kei Mouth, Komga, Margan Bay
		Mbhashe	Dutywa, Elliotdale, Willowvale
		Mnquma	Butterworth, Kentani (Centane), Ngqamakhwe
		Ngcushwa	Hamburg, Peddie
		Raymond Mhlaba	Adelaide, Alice, Bedford, Fort Beaufort, Hogsback, Middeldrift, Seymore
FREE STATE	Fezile Dabi District Municipality	Mafube Local Municipality	Cornelia, Frankfort, Tweeling, Villiers
		Moqhaka Local Municipality	Kroonstad, Renovaal, Steynsrus, Vierfontein, Viljoenskroon
		Ngwathe Local Municipality	Edenville, Heilbron, Koppies, Parys, Vredefort
	Lejweleputswa District Municipality	Tokologo Local Municipality	Boshof, Dealesville, Hertzogville
		Tswelopele Local Municipality	Bultfontein, Hoopstad
	Thabo Mofutsanyana District Municipality	Dihlabeng Local Municipality	Bethlehem, Clarens, Fouriesburg, Golden Gate Highlands National Park, Paul Roux, Rosendal

		Maluti-A-Phofung Local Municipality Mantsopa Local Municipality Nketoana Local Municipality Phumelela Local Municipality	Harrismith, Kestell, Phuthaditjhaba Excelsior, Hobhouse, Ladybrand, Thaba Patchoa, Tweespruit Arlington, Lindley, Petrus Steyn, Reitz Memel, Vrede, Warden
		Setso Local Municipality	Clocolan, Ficksburg, Marquard, Senekal
	Xhariep District Municipality	Kopanong Local Municipality Letsemeng Local Municipality Mohokare Local Municipality	Bethulie, Edenburg, Fauresmith, Gariep Dam, Jagersfontein, Philippolis, Oranjekrag, Reddersburg, Springfontein, Trompsburg, Waterkloof Jacobsdal, Koffiefontein, Luckhoff, Oppermansgronde, Petrusburg Rouxville, Smithfield, Van Stadensrus, Zastron
GAUTENG		Sedibeng District Municipality	Rensburg
KWAZULU NATAL			
LIMPOPO	Capricorn District Municipality	Blouberg Local Municipality Lepelle-Nkumpi Local Municipality Molemole Local Municipality Polokwane Local Municipality	Alldays, Senwabarwana (Bochum) Zebediela Dendron, Koedoeskop, Morebeng (Soekmekaar) Marken, Thabamoopo
	Mopani District Municipality	Ba-Phalaborwa Local Municipality Greater Giyani Local Municipality Greater Letaba Local Municipality Greater Tzaneen Local Municipality Maruleng Local Municipality	Gravelotte, Leydsdorp, Lulekani, Namakgale Giyani Sekgosese Haenertsburg, Ritavi, Tzaneen Hoedspruit, Trichardsdal
	Sekhukhune District Municipality	Elias Motsoaledi Local Municipality Ephraim Mogale Local Municipality Fetakgomo Tubatse Local Municipality Makhuduthamaga Local Municipality	Groblersdal, Moutse, Roossenekal, Sekhukhuneland Letsitele, Marble Hall, Schuinsdraai Nature Reserve Burgersfort, Ohrigstad, Steelpoort Nebo
	Vhembe District Municipality	Collins Chabane Local Municipality Makhado Local Municipality Musina Local Municipality Thulamela Local Municipality	Hlanganani, Malamulele, Radium Soutpansberg Musina Thohoyandou, Shayndima, Venda

	Waterberg District Municipality	Bela-Bela Local Municipality	Bela-Bela, Pienaarsrivier, Settlers
		Lephalale Local Municipality	Ellisras, Lephalale
		Modimolle-Mookgophong Local Municipality	Modimolle, Mookgophong (Naboomspruit), Vaalwater
		Mogalakwena Local Municipality	Mokopane (Potgietersrus)
MPUMALANGA	Ehlanzeni District Municipality	Thabazimbi Local Municipality	Amandelbult, Mine Town, Northam, Thabazimbi
		Bushbuckridge Local Municipality	Mapulaneng
		City of Mbombela Local Municipality	Mhala, Schagen
		Nkomazi Local Municipality	Hectorspruit, Komatipoort, Malalane, Marloth Park
	Gert Sibande District Municipality	Thaba Chweu Local Municipality	Graskop, Lydenburg, Mashishing, Pilgrim's Rest, Sabie
		Chief Albert Luthuli Local Municipality	Carolina, Ekulindeni, Empuluzi, eManzana, Eerstehoek
		Dipaleseng Local Municipality	Balfour, Greylingstad, Grootvlei
		Dr Pixley Ka Isaka Seme Local Municipality	Amersfoort, Perdekop, Volksrust, Wakkerstroom
		Govan Mbeki Local Municipality	
		Lekwa Local Municipality	Morgenzon, Standerton
		Mkhondo Local Municipality	Amsterdam, eMkhondo (Piet Retief)
		Msukaligwa Local Municipality	Breyten, Chrissiesmeer, Davel, Ermelo, Lothair
	Nkangala District Municipality	Dr JS Moroka Local Municipality	Mdala Nature Reserve
		Emakhazeni Local Municipality	Belfast, Dullstroom, Emgwenya (Waterval Boven), eMakhazeni, BeNtokozweni (Machadodorp)
		Emalahleni Local Municipality	
		Steve Tshwete Local Municipality	Hendrina, , Pullens Hope, Rietkuil
		Thembisile Hani Local Municipality	KwaMhlanga, Mkobola
		Victor Khanye Local Municipality	
NORTHERN CAPE	Frances Baard District Municipality	Dikgatlong Local Municipality	
		Magareng Local Municipality	
		Phokwane Local Municipality	
		Sol Plaatje Local Municipality	

	John Taolo Gaetsewe District Municipality	Ga-Segonyana Local Municipality	
		Gamagara Local Municipality	Vanzylsrus
		Joe Morolong Local Municipality	
	Namakwa District Municipality	Hantam Local Municipality	Brandvlei, Onderste Doorns
		Kamiesberg Local Municipality	
		Karoo Hoogland Local Municipality	Williston
		Khai-Ma Local Municipality	Aggeneys, Pella, Pofadder
		Nama Khoi Local Municipality	
		Richtersveld Local Municipality	Richtersveld
	Pixley Ka Seme District Municipality	Emthanjeni Local Municipality	Britstown, De Aar, Hanover
		Kareeberg Local Municipality	Carnarvon, Vanwyksvlei, Vosburg
		Renosterberg Local Municipality	Petrusville, Philipstown, Van der Kloof
		Siyancuma Local Municipality	Campbell, Douglas, Griekwastad, Schmidtsdrif
		Siyathemba Local Municipality	Prieska
		Thembelihle Local Municipality	Hopetown, Strydenburg
		Ubuntu Local Municipality	Hutchinson, Loxton, Richmond, Victoria West
		Umsobomvu Local Municipality	Colesberg, Norvalspont, Noupoot
	ZF Mgcawu District Municipality	Kheis Local Municipality	Brandboom, Groblershoop
		Dawid Kruiper Local Municipality	
		Kai !Garib Local Municipality	Kenhardt
		Kgatelopele Local Municipality	
		Tsantsabane Local Municipality	
NORTHWEST	Bojanala Platinum District Municipality	Kgetlengrivier Local Municipality	Derby, Koster, Swartruggens
		Madibeng Local Municipality	Schoemansville
		Moretele Local Municipality	Moretel
		Moses Kotane Local Municipality	Madikwe
		Rustenburg Local Municipality	

	Dr Kenneth Kaunda District Municipality	City of Matlosana Local Municipality	
		JB Marks Local Municipality	
		Maquassi Hills Local Municipality	Leeudoringstad, Makwassie, Witpoort, Wolmaransstad
	Dr Ruth Segomotsi Mompati District Municipality	Greater Taung Local Municipality	Pudimoe, Reivilo, Taung
		Kagisano-Molopo Local Municipality	Piet Plessis, Pomfret
		Lekwa-Teemane Local Municipality	Bloemhof, Christiana
		Mamusa Local Municipality	Amalia, Schweizer-Reneke
		Naledi Local Municipality	Huhudi, Stella, Vryburg
	Ngaka Modiri Molema District Municipality	Ditsobotla Local Municipality	Biesiesvlei, Coligny, Delareyville, Lichtenburg, Ottosdal, Sannieshof
		Mahikeng Local Municipality	Bophuhatswana, Slurry
		Ramotshere Moiloa Local Municipality	Groot Marico, Skuinsdrif, Zeerust
		Ratlou Local Municipality	Disaneng, Kraaipan, Madibogo, Setlagole
	Cape Winelands District Municipality	Breede Valley Local Municipality	De Doorns, Touws Rivier
		Drakenstein	Saron
		Langeberg	Ashton, Bonnievale, Mc Gregor, Montagu, Robertson
		Witzenburg Local Municipality	Op-Die-Berg, Prince Alfred Hamlet
WESTERN CAPE	Garden Route District Municipality	-	Calitz Dorp, De Rust, Dysseisdorp, Gouritsmond, Haarlem, Heidelberg, Herbertsdale, Ladismith, Nature's Valley, Slangrivier, Uniondale, Vanwyksdorp, Witsand, Zoar
	Overberg District Municipality	Cape Agulhas	Agulhas, Arniston, Bredasdorp, Elim, Klipdale, Napier, Protem, Struis Bay, Suiderstrand
		Swellendam Local Municipality	Barrydale, Buffeljagsrivier, Infanta, Malgas, Suurbraak, Swellendam
		Theewateskloof Local Municipality	Genadendal, Greyton, Riversonderend
	West Coast District Municipality	Bergrivier Local Municipality	Aurora, Eendekuil, Piketberg, Porterville, Redelinghuys
		Cederberg Local Municipality	Citrusdal, Clanwilliam, Elands Bay, Graafwater, Lamberts Bay, Leipodville, Wupperthal

		Matzikama Local Municipality	Bitterfontein, Doring Bay, Ebenhaezer, Klawer, Kliprand, Koekenaap, Lutzville, Molsvlei, Nuwerus, Putsekloof, Rietpoort, Stofkraal, Strandfontein, Van Rhynsdorp, Vredendal,
		Saldanha Bay Local Municipality	Hopefield
	Northern Cape	Swartland Local Municipality	Koringberg
		Namakwa District Municipality	Alexander Bay, Bulletrap, Calvinia, Carolusberg, Concordia, Eksteenfontein, Garies, Hondeklip Bay, Kamieskroon, Kleinzee, Koingnaas, Komaggas, Kuboes, Leliefontein/Kamiesberg, Loeriesfontein, Middelpoort, Nababeep, Nieuwoudtville, O'Kiep, Port Nolloth, Sanddrift, Springbok, Steinkopf, Sutherland
MUNICIPAL AREAS IN WESTERN & NORTHERN CAPE	Central Karoo District Municipality	Beaufort West Local Municipality	Beaufort West, Merveville, Murraysburg, Nelpoort
		Laingsburg Local Municipality	Laingsburg, Matjiesfontein
		Prince Albert Local Municipality	Klaarstroom, Leeu Gamka, Prince Albert

ADDENDUM 2**OFFICES OF THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL
INDUSTRY OF S.A****1. NATIONAL OFFICE – JOHANNESBURG**

122 QUEEN STREET KENSINGTON, JOHANNESBURG 2094 PO BOX 31402 BRAAMFONTEIN 2017	TEL : 011/3392312
---	-------------------

2. JOHANNESBURG REGIONAL OFFICE

122 QUEEN STREET KENSINGTON, JOHANNESBURG 2094 PO BOX 31402 BRAAMFONTEIN 2017	TEL : 011/3392312
---	-------------------

3. BLOEMFONTEIN REGIONAL OFFICE

74 VICTORIA ROAD SHALLOWS BLOEMFONTEIN 9301 PO BOX 1379 BLOEMFONTEIN. 9300	TEL : 051/444-5869 051/444-5984
--	------------------------------------

4. CAPE TOWN REGIONAL OFFICE

31 COOK STREET GOODWOOD 7460 (Entrance on Vasco Boulevard) PO BOX 1220 PAROW 7499	TEL : 021/591-4784
--	--------------------

5. KWAZULU NATAL REGIONAL OFFICE

23 LENNOX ROAD GREYVILLE DURBAN 4023 PO BOX 47852 GREYVILLE DURBAN 4023	TEL : 031/306-8100 031/309-1326 031/309-1325 031/309-1307 031/309-1279
--	---

6. EAST LONDON REGIONAL OFFICE

UNIT 205 EDCOTT SQUARE 256 OXFORD STREET EAST LONDON 5201 PO BOX 19852 TECOMA 5214	TEL :043/722 – 0120/21
---	-------------------------------

7. PRETORIA REGIONAL OFFICE:

1072 FRANCIS BAARD STREET HATFIELD PRETORIA 0028 PO BOX 12399 HATFIELD 0028 PO BOX 12399 HATFIELD 0028	TEL : 012/110-4644
---	---------------------------

8. GQEBERHA REGIONAL OFFICE:

25 4th AVENUE NEWTON PARK GQEBERHA, 6045 P.O. BOX 27287 GREENACRES 6057	TEL : 041/363-5460
--	---------------------------

9. POLOKWANE REGIONAL OFFICE

ROOM 314 PIONEER BLD 50 LANDDROS MARE STREET POLOKWANE. 0699 P.O. BOX 2478 POLOKWANE 0700	TEL : 015/291-4157
---	--------------------

10. GEORGE REGIONAL OFFICE

OFFICE 201 YORK MALL100 YORK STREET GEORGE 6530 P.O. BOX 1952 GEORGE 6529	TEL : 044/874-5738
---	--------------------

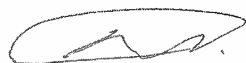
SIGNED AT **KENSINGTON** AS AUTHORISED FOR AND ON BEHALF OF THE
PARTIES TO THE COUNCIL, THIS 1st day of March 2023.



M STRATON - NATIONAL CHAIRMAN – NBCEISA - FOR ECA (SA)



R MC ALPINE – NATIONAL VICE-CHAIRMAN – NBCEISA - FOR SAEWA



D VAN DEVENTER AND M MFIKOE – ACTING NATIONAL GENERAL SECRETARY