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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 925

12 July 2002

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH
AFRICA: EXTENSION OF SICK BENEFIT, PENSION/PROVIDENT AND MEDICAL AID
FUNDS 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 22 July 2002 and for the period ending 31 December 2006.

M. M. S. MDLADLANA
Minister of Labour

No. R. 925

12 Julie 2002

WET OP ARBEIDSVERHOUDINGE, 1995**NASIONALE BEDINGINGSRAAD VIR DIE ELEKTROTEGNIесе NYWERHEID VAN
SUID-AFRIKA: UITBREIDING VAN SIEKTE VOORDELE-, PENSIOEN/VOORSORG EN
MEDIESE HULPFONDS KOLLEKTIEWE OOREENKOMS VIR STREKE A EN B NA NIE –
PARTYE**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, die kollektiewe ooreenkoms wat in die Engelse Bylae hiervan verskyn, en wat in die Nasionale Bedingingsraad vir die Elektrotegniese Nywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van **22 Julie 2002** en vir die tydperk wat op **31 Desember 2006** eindig.

M. M. S. MDLADLANA
Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA****SICK BENEFIT, PENSION / PROVIDENT AND MEDICAL AID FUNDS****COLLECTIVE AGREEMENT FOR REGIONS A AND B**

in accordance with the provisions of the Labour Relations Act, 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

METAL AND ELECTRICAL WORKERS' UNION OF SOUTH AFRICA

and the

SOUTH AFRICAN ELECTRICAL WORKERS' ASSOCIATION

(hereinafter referred to as the "employees" or the "trade unions") of the other part,

being the parties to the National Bargaining Council for the Electrical Industry of S.A.

(Regions 'A' + 'B').

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 :

(a) The province of the Transvaal and the Magisterial Districts of Sasolburg and Bloemfontein as they existed at 19 June 1985 ;

(b) The Magisterial Districts of Barkley West, Gordonia, Hartswater, Kuruman and Postmasburg as they existed at 18 October 1989 ;

(c) The Province of the Free State (excluding the Magisterial Districts of Sasolburg and Bloemfontein) as it existed at 13 April 1985 ;

(d) The Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barkly East, Bedford, Britstown, Carnavon, 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, Noupoort, Pearston, Philipstown, Prince Albert,

Richmond (Northern Cape), Somerset East, Sterkstroom, Steynsburg, Steytleville, Stutterheim, Tarka, Venterstad, Victoria West, Williston, Willowmore and Wodehouse as they existed at 13 April 1995 ;

- (e) The Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown, Riversdale, Uitenhage, Uniondale as they existed at 24 November 1995 ;
 - (f) 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 clause 8, 17 and 23 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 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 purposes of this Agreement.
- (4) The provisions of clauses 1(1)(a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions, 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 2006.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meanings as in the Act, and any

reference to an act shall include any amendment of such act ; further, unless inconsistent with the context-

“Act” means the Labour Relations Act, 1995 (Act No. 66 of 1995) ;

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

“Area B” means the Magisterial Districts of Amersfoort, Balfour, Bethal, Brits, Ermelo, Highveld Ridge, Klerksdorp, Middelburg (Mpumalanga), Nelspruit, Pietersburg, Piet Retief, Pongola, Potchefstroom, Rustenburg, Standerton, Volksrust and White River ;

“Area C” means the Magisterial Districts of Barberton, Belfast, Bloemfontein, Bloemhof, Carolina, Christiana, Coligny, Delareyville, Eerstehoek, Ellisras, Groblersdal, Koster, Letaba, Lichtenburg, Lydenburg, Marico, Messina, Pilgrim's Rest 1 and 2, Phalaborwa, Potgietersrus (only the district north of the MelkRiver), Schweizer-Reneke, Soutpansberg, Swaruggens, Thabazimbi, Ventersdorp, 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 and Welkom;

"Area E" means the Magisterial Districts of Barkly West, Bethulie, Boshof, Bothaville, Brandfort, Britstown, Bultfontein, Carnavon, Clocolan, Colesberg, De Aar, Dewetsdorp, Edenburg, Excelsior, Fauresmith, Ficksburg, Fouriesburg, Frankfort, Fraserburg, Gordonia, Hanover, Hartswater, Heilbron, Hoopstad, Jacobsdal, Jagersfontein, Koffiefontein, Koppies, Kuruman, Ladybrand, Lindley, Marquard, Noupoot, Petrusburg, Philippolis, Philipstown, Postmasburg, Reddersburg, Reitz, Richmond, (Northern Cape), Rouxville, Senekal, Smithfield, Theunissen, Trompsburg, Victoria West, Viljoenskroon, Vrede, Vredefort, Wepener, Wesselsbron, Williston, Winburg and Zastron;

"Area F" means the Magisterial Districts of 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, Barkly East, Bedford, Cathcart, Cradock, Elliot, Fort Beaufort, Graaf-Reinet, Hankey, Hofmeyer, Indwe, Jansenville, King William's Town, Kirkwood, Komga, Lady Grey, MacClear, Middelburg, (Eastern Cape), Molteno, Murraysburg, Pearston, Prince Albert, Queenstown, Somerset East, Sterkstroom, Steynsburg, Steytleville, Stutterheim, Tarka, Venterstad, Willowmore and Wodehouse;

"Area L" means the Magisterial District of East London.

"Building Industry" without in any way limiting the ordinary meaning of the expression, means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in erecting, completing or altering buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons who are engaged in the trades, activities or subdivisions in the Building Industry, including electrical installation, which means electrical fitting and wiring and operations incidental to the activities of an employer in connection with erecting of buildings, including demolishing of buildings;

"Council" means the National Bargaining Council for the Electrical Industry of South Africa (Regions 'A' + 'B');

"Electrical Engineering Industry" means the industry concerned with –

- (a) the manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling

equipment, radio or electronic equipment, including monitors and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment includes, but is not limited to, television and incandescent lamps, and electric cables and domestic electrical appliances, and further includes the manufacture of component parts of the aforementioned equipment.

- (b) subject to paragraph (c) below, the installation, maintenance, repair and servicing of the equipment referred to in paragraph (a) above, but does not include the activities of the Electrical Industry,
- (c) the installation, maintenance, repair and servicing of television sets and monitors, excluding the installation, maintenance, repair and servicing of monitors primarily intended for use in accounting and/or data processing and/or business procedures;

“Electrical Industry” or “Industry” means the industry in which employers and their employees are associated for any or all of the following -

- (a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere,

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building and/or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,

(d) the design, preparation, erection, installation, repair and maintenance of all electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,

(e) the installation and/or maintenance and/or repair and/or servicing of

overhead lines and underground cables associated with domestic and/or industrial and/or commercial installations and/or street lighting, and for the purposes of this definition-

(i) **electrical equipment** includes:

- (aa) electrical cables and overhead lines, and
- (ab) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment,

(ii) design, preparation, erection, installation, repair and maintenance does not include -

- (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators,
- (ab) the manufacture and/or assembly by the manufacturer of the aforementioned electrical equipment, and/or components thereof,

- (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise,
- (ad) the manufacture, repair and servicing of motor vehicle batteries, the manufacture of lead-acid batteries and the repair, maintenance and installation of such batteries when performed by the manufacturers thereof, and
- (ae) the sale, and/or repair and/or servicing of manual and/or electrical typewriters and/or electro-mechanical office machines and equipment:

Provided that -

the Electrical Industry, as defined above, shall not include the Iron, Steel, Engineering and Metallurgical Industry, the Local Authority Undertaking and the Building Industry ;

“employee” means any person employed on any of the classes of work defined in this Agreement and includes a person employed under a contract of apprenticeship or learnership agreement recognised by the Council;

“employer” means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting

of his business, and includes temporary employment services as defined in the Act;

"Fund year" means the year ending on 31 December ;

"Iron, Steel, Engineering and Metallurgical Industry" means (subject to the provisions of any Demarcation Determinations made in terms of section 76 of the Labour Relations Act, 1956, and section 62 of the Labour Relations Act, 1995), the industry concerned with the production of iron and/or steel and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metals) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry;

"Local Authority Undertaking" means the undertaking in which employers and their employees are associated for the introduction, continuation, or

completion of any action, scheme or activity undertaken by a local authority:

Provided that for the purposes hereof the Electrical Industry as defined above shall not include work performed by a local authority exclusively for local authority purposes, but shall include all work performed on the property of a local authority by a registered electrical contractor or his employees or any other person who is not an employee of a local authority: Provided further that the Local Authority Undertaking shall not include the activities of the Electrical Industry;

"Main Agreement" means the Main Collective Agreement of the National Bargaining Council for the Electrical Industry of South Africa as amended and extended from time to time in which wages and other conditions of service are specified.

"member" means an employee for whom membership of the Funds is provided in terms of clause 8,17 and 23.

"Region A" means the Provinces of Gauteng, Mpumalanga, Northern Province, North West Province, the Free State (excluding the Magisterial Districts of Sasolburg and Bloemfontein) as it existed at 19 June 1985, the Eastern Cape (excluding East London) and the Northern Cape;

"Region B" means the Magisterial District of East London in the Province of the Eastern Cape;

"Rules" means the rules referred to in clause 20 of this Agreement.

4. REGISTRATION OF EMPLOYERS.

The provisions of the Main Agreement dealing with the registration of employers in the Industry shall be applicable to this Agreement.

5. DESIGNATED AGENTS.

The Council shall request the Minister in terms of section 33 of the Act to appoint persons as designated agents to assist to giving effect to this Agreement. A designated agent shall have the powers conferred upon him in terms of section 142 of the Act, except the powers conferred by section 142(1)(c) and (d).

6. EXHIBITION OF AGREEMENT.

Every employer shall keep in his establishment, in a place readily available a legible copy of this Agreement.

7. SICK BENEFIT FUND.

- (1) The Electrical Contracting Industry Sick Benefit Fund (hereinafter referred to as the "Sick Fund") originally established on 5 August 1955 in terms of Government Notice No. R.1555 is hereby continued and shall consist of :

- (a) moneys accruing from contributions as prescribed in clause 9 of this Agreement; and

- (b) moneys standing to the credit of the Sick Fund at the date of this Agreement; and
- (c) any other sum to which the Fund may be or become entitled to.

- (2) The objects of the Sick Fund shall be to provide all employees for whom wages are prescribed in the Main Collective Agreement with sickness pay during periods of incapacitation preventing them from performing their duties.

8. MEMBERSHIP.

- (1) Membership of the Sick Fund shall be compulsory for all master installation electricians, installation electricians, electrical testers for single phase, electricians, artisans, domestic appliance mechanics, domestic electrical installers, Elconops 3, Elconops 2, Elconops 1, drivers, electrical assistants, general workers, apprentices and learners.
- (2) Membership of the Sick Fund shall terminate immediately a member ceases to be employed in the Electrical Industry: Provided that any member who becomes temporarily unemployed may, at the discretion of the Council, be permitted to retain his membership under such conditions as the Council may determine.
- (3) Any member whose membership of the Sick Fund has terminated shall forfeit all claims on the Sick Fund and if re-admitted to membership shall be regarded as an entirely new member, unless otherwise decided by the Council.

9. CONTRIBUTIONS.

- (1) Every employer shall pay the amount shown in the first column below to the Council not later than the 15th day of each month for the preceding month in respect of the employees referred to in subclause 8(1) and may deduct the amount shown in the last column weekly from the remuneration due to such employees :

TOTAL PAYABLE TO COUNCIL PER WEEK	AMOUNT PAYABLE BY EMPLOYEE PER WEEK
CENTS	CENTS
70	30

10. BENEFITS.

- (1) Every member on whose behalf the requisite number of contributions in terms of paragraph (a) hereof have been paid to the Sick Fund, shall be eligible for the following benefits from the Sick Fund by way of sick or accident pay when unable to work through sickness or accident :
- (a) Subject to the provisions of this Agreement, an employee who enters the Industry and who is absent from work due to sickness or injury shall be entitled to benefits prescribed in subclause (2) hereof should 13 weekly contributions have been made to the Sick Fund on his behalf over a period of 13 weeks: Provided that the period of 13 weeks may be extended should any break in contributions have been due to any reason other than such employee taking up employment outside the Industry : Provided further that no such employee shall be entitled to benefits –

- i) In respect of the first 2 days of any sickness or accident : Provided that a member shall be paid for these days should the absence from work be 5 working days or more;
- ii) In the case of accidents covered by the Compensation for Occupational Injuries and Diseases Act, 1993; except as provided for in subclause (2)(a)(ii) hereof;
- iii) In respect of incapacity resulting from insanity, self injury, attempted suicide, alcoholism (except for the first voluntary treatment at a recognised institution), use of narcotics, chronic venereal disease, mental disorder or neurosis, professional sport, or from performing any unlawful act or from riot, civil commotion, war, hostilities or engaging in fighting;
- iv) When he is on leave in terms of the Main Agreement but shall become entitled to benefits as from the date he was due to re-commence work giving due consideration to the provisions of sub-paragraph (i) above;
- v) Unless a claim is made in such form as the Council may prescribe and is supported by a certificate from a medical practitioner ;
- vi) Unless he observes all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness;

- vii) In respect of any deformity, chronic disease or other ailment from which he was suffering when he became a member of the Sick Fund, or any illness directly connected with such ailment;
 - viii) If he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation;
 - ix) Whilst undergoing special treatment recommended by persons other than a Medical Practitioner or Specialist;
 - x) In respect of incapacity arising outside the borders of the Republic of South Africa.
- (b) No member shall engage in employment, whether for remuneration or not, during the period he is in receipt of benefits.
- (c) Should a member follow any remunerative occupation during the period he is in receipt of benefits without the consent of the Council, he shall refund the benefits received.
- (2)(a) Subject to the provisions of subclause (b) hereof, the benefits referred to in subclause (1)(a) hereof shall be as per the tables below and are payable for 130 working days in any one Fund year : -

AREAS 'A', 'B', AND 'C'.

CATEGORY	AREA A Rand per day	AREA B Rand per day	AREA C Rand per day
Master Installation Electrician	215	185	175
Installation Electrician	200	170	160
Electrical Tester for Single Phase	180	155	150
Electrician, Artisan & DAM	175	145	140
Domestic Electrical Installer	145	125	115
Elconop 3	125	105	100
Elconop 2	105	90	85
Driver up to 3 500kg	75	60	60
Driver 3 501kg – 9 000kg	85	75	70
Driver 9 001kg & over	95	80	75
Elconop 1	65	55	55
Electrical Assistant	60	50	45
General Worker	40	35	30
Apprentice Stage 1	65	55	55
Apprentice Stage 2	75	65	60
Apprentice Stage 3	85	75	70
Apprentice Stage 4	120	105	95
Apprentice Stage 5	175	145	140

AREAS 'D' AND 'E'.

CATEGORY	AREA D Rand per day	AREA E Rand per day
Master Installation Electrician	130	125
Installation Electrician	120	115
Electrical Tester for Single Phase	110	105
Domestic Electrical Installer	85	85
Electrician, Artisan & DAM	105	100
Elconop 3	75	75
Elconop 2	65	65
Driver up to 3 500kg	45	45
Driver 3 501kg - 9 000kg	50	50
Driver 9 001kg & over	55	55
Elconop 1	40	40
Electrical Assistant	35	35
General Worker	25	25
Apprentice Stage 1	40	40
Apprentice Stage 2	45	45
Apprentice Stage 3	50	50
Apprentice Stage 4	75	70
Apprentice Stage 5	105	100

AREAS 'F', 'G', AND 'H'.

CATEGORY	AREA F Rand per day	AREA G Rand per day	AREA H Rand per day
Master Installation Electrician	150	130	120
Installation Electrician	140	120	110
Electrical Tester for Single Phase	125	110	100
Electrician, Artisan & DAM	125	105	95
Domestic Electrical Installer	105	90	90
Elconop 3	90	75	75
Elconop 2	80	65	65
Driver up to 3 500kg	50	40	40
Driver 3 501kg - 9 000kg	60	50	45
Driver 9 001kg & over	65	55	50
Elconop 1	50	45	40
Electrical Assistant	50	40	40
General Worker	35	30	30
Apprentice Stage 1	45	40	35
Apprentice Stage 2	55	45	45
Apprentice Stage 3	60	50	50
Apprentice Stage 4	85	70	70
Apprentice Stage 5	125	105	95

AREA 'L'.

CATEGORY	AREA L Rand per day
Master Installation Electrician	150
Installation Electrician	140
Electrical Tester for Single Phase	130
Electrician, Artisan & DAM	120
Elconop 3	90
Elconop 2	75
Driver up to 3 500kg	40
Driver 3 501kg - 9 000kg	60
Driver 9 001kg & over	65
Elconop 1	45
Electrical Assistant	40
General Worker	30
Apprentice Stage 1	45
Apprentice Stage 2	55
Apprentice Stage 3	60
Apprentice Stage 4	85
Apprentice Stage 5	120

- (ii) Notwithstanding the provisions of subclause (1)(a) (ii) a member who is absent from work due to an injury which is compensable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall on application to the Council be paid an amount equivalent to the difference paid by the Workmen's Compensation Commissioner and the minimum remuneration prescribed for his

class of employment in the Main Agreement, : Provided that the amount paid shall not exceed the amount prescribed in sub-paragraph (i) had the absence from work been due to ordinary illness or an accident not covered by the Compensation for Injuries and Diseases Act.

(c) Should a member who is incapacitated from duty, at the end of a Fund year not have exhausted the benefits prescribed in subclause (a) hereof, he shall continue to receive such benefits until the end of his period of incapacity or until such benefits have been exhausted, whichever is the earlier : Provided that such period of incapacitation is a continuous period.

(d) A member who has received the benefits prescribed in subclause (a) and (b) hereof, shall only be entitled to further benefits in the next Fund year after 13 further contributions have been paid to the Fund on his behalf : Provided that where the period of incapacitation is a continuous period and the benefits to which he was entitled in terms of subclause (b) hereof have been exhausted and he is still incapacitated, he shall be entitled to further benefits as prescribed in subclause (a) hereof until the end of his period of incapacitation or until the benefits prescribed in paragraph (a) hereof have been exhausted, whichever is the earlier.

(e) The provisions of subclause (c) hereof shall not be applicable for more than 2 consecutive Fund years.

- (3) The benefits provided for by the Sick Fund are not transferable and a member who attempts to assign, transfer or otherwise cede or pledge or hypothecate his rights, shall forthwith cease to be entitled to benefits for a period of 3 months.
- (4) If a member is in receipt of benefits from the Sick Fund for a week and for any further completed weeks, his total contribution to the Pension/Provident Fund provided for in clause 16, and his total contribution to the Medical Aid Fund provided for in clause 21, for that week and/or consecutive weeks shall be paid from the Sick Fund.

11. POWERS AND DUTIES OF THE COUNCIL.

- (1) The Council shall be responsible for the administration of the Sick Fund and shall have full control of the affairs of the Sick Fund.
- (2) The Council may -
 - (a) Appoint medical practitioners, specialists, and such other persons as it may consider necessary to act for the Sick Fund, fix the terms of their appointment and the amount of their remuneration and decide the extent of the services to be rendered by them;
 - (b) Refuse any or all benefits to any member of the Sick Fund, who in its opinion has acted in a manner calculated or reasonably likely to prejudice the interests of the Sick Fund or its members : Provided that such member shall, if he requests, be given the opportunity of appearing before the Council to state his case;

- (c) Sanction expenditure by the Sick Fund;
- (d) Empower its Chairperson and /or Vice-Chairperson and its Secretary or other official to sign conjointly on behalf of the Sick Fund any agreements and contracts which it has approved;
- (e) Open accounts in the name of the Sick Fund at a Bank and empower persons to operate such accounts;
- (f) Invest the money of the Sick Fund that is surplus to its requirements only in :
 - i) savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;
 - ii) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);
 - iii) a registered unit trust; or
 - iv) any other manner approved by the registrar.

12. FINANCIAL CONTROL.

- (1) All moneys received by the Council in respect of the Sick Fund shall be deposited in the name of the Sick Fund at a Bank within 3 days of receipt and all disbursements from the Sick Fund -
 - (a) Shall require the sanction of the Council;

(b) Shall be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Council;

(c) In respect of benefits, shall be suspended whenever the total amount therein to the credit of the Sick Fund falls below R10 000 and until such time as it rises above R50 000.

13. INDEMNITY.

The members of the Council and the officers and employees of the Sick Fund shall not be liable for the debts and liabilities of the Sick Fund and they are hereby indemnified by the Sick Fund against all losses and expenses incurred by them in the execution of the bona fide discharge of their duties.

14. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Sick Fund shall continue to be administered by the Council:

Provided that if no subsequent agreement be negotiated for the purpose of continuing the operation of the Sick Fund or the Sick Fund not being transferred by the Council, and with the approval of the Registrar, to any other Fund constituted for a similar purpose to that for which the original Fund was established within 2 years of the date of expiry of this Agreement, the Sick Fund shall be liquidated in accordance with clause 15.

- (1) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding, the provisions of section 61 of the Act shall apply.
- (2) The Registrar may, in such event, appoint a committee from employers and employees in the Industry on the basis of equal representation of both sides and the Sick Fund shall continue to be administered by such committee. Any vacancies occurring on the committee may be filled by the Registrar from employers in the Electrical Industry to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Sick Fund impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of such committee, who shall possess all the powers of the Council for the purpose.
- (3) In the event of there being no Council in existence the Sick Fund shall upon expiry of this Agreement be liquidated by the committee or trustees, as the case may be, in the manner set forth in clause 15 of this Agreement and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Sick Fund shall be distributed as provided for in section 59 (5) of the Act as if it formed part of the general funds of the Council.

- 4) The committee of trustees will be paid in accordance with a tariff determined by the Registrar by the Sick Fund from the General Funds of the Council in the event of such Fund being insolvent.

15. LIQUIDATION.

Upon liquidation of the Sick Fund in terms of this Agreement, the moneys remaining to the credit of the Sick Fund after payment of all claims, including the administration and liquidation expenses, shall be paid into the general funds of the Council.

16. PENSION/PROVIDENT FUND.

- (1) The Fund established under Government Notice 266 of 15 February 1963, and known as the "Electrical Contracting Industry Pension Fund" (hereinafter referred to as the "Fund"), is hereby continued.

- (2)(a) The Fund shall, subject to the provisions of clause 20, consist of moneys accruing from contributions prescribed in clause 18 of this Agreement.

- (b) The Fund shall also consist of moneys standing to the credit of the members of the Fund at the date of this Agreement.

- (3) The objects of the Fund shall be to provide members with benefits upon withdrawal, permanent disability or retirement from the Industry, and beneficiaries of deceased members with death and funeral benefits.

17. MEMBERSHIP.

Membership of the Fund shall be compulsory for all master installation electricians, installation electricians, electrical testers for single phase, electricians, artisans, domestic appliance mechanics, domestic electrical installers, Elconops 3, Elconops 2, Elconops 1, drivers, electrical assistants, general workers, apprentices and learners.

18. CONTRIBUTIONS.

- (1) The total weekly contribution payable to the Fund shall be determined by adding 20 per cent to the prescribed wage of each employee for whom contributions are payable in terms of clause 17.
- (2) Every employer shall pay 12,5% of the amount determined in subclause (1) to the Council not later than the 15th day of each month for the preceding month, in respect of such employees together with such form as specified by the Council.
- (3) Every employer shall be entitled to deduct 50% of the contribution referred to in subclause (2) above, from the weekly wages, excluding overtime, of the employee in respect of whom the contribution is made.
- (4) For the purposes of this clause a week shall constitute not less than three shifts actually worked for one employer in the Industry during any one week from Monday to Friday, (inclusive).

- (5) Contributions to the Pension and/or Provident Funds for any member shall be remitted for a maximum of three weeks during the member's annual leave period as provided for in the Main Agreement.
- (6) All contributions received by the Council in terms of this clause shall be paid to Fedsure Life Assurance Limited.
- (7) Notwithstanding the provisions of any other clause in this Agreement or the Main Agreement the contributions referred to in subclause (1) shall be based on a working week of 42½ (forty two and one half) hours.

19. BENEFITS.

- (1) Benefits payable to a member of the Fund shall be as prescribed in the Rules.
- (2) Benefits accruing under the Fund shall not be transferable and may not be ceded or pledged : Provided that any member may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

20. ADMINISTRATION.

- (1) The Fund shall be administered in accordance with Rules approved by the Council. Such Rules shall not be inconsistent with this Agreement or the provisions of the Act and a copy of the Rules and any amendments thereto shall be lodged with the Director General of Labour.

- (2) In the event of the Council being unable to perform its duties, the Registrar may appoint trustees to perform the Council's functions. The trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement.
- (3) Payment (if any) for the services rendered by the trustees shall form a charge against the general funds of the Council.

21. MEDICAL AID FUND.

The Fund established under Government Notice R266 of 15 February 1963 and known as the "Electrical Contracting Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund") ceased operations on 31 July 1998.

In terms of a memorandum of Agreement made and entered into between the Council and Kopano Healthcare the membership of all members of the "Electrical Contracting Industry Medical Aid Fund" was transferred to Kopano Healthcare, P.O. Box 40599, ARCADIA, 0007, a duly registered medical scheme in terms of the Medical Schemes Act, 1998 on 1 August 1998 (hereinafter referred to as the "Medical Fund").

The Medical Fund shall consist of :

- (1) Monies accruing from contributions prescribed in terms of clause 24 of this Agreement; and
- (2) Monies standing to the credit of members of the Fund at the date of this Agreement.

22. OBJECTS.

The objects of the Medical Fund shall, subject to the relevant statutory provisions, be :

- (1) To assist members and their dependants with payment of the costs of medical services arising from any illness contracted and/or injuries sustained.
- (2) To take such measures and do such things as deemed necessary for the prevention of sickness and accidents and for improving and promoting the health of members, their dependants and other persons employed in the Industry.

23. MEMBERSHIP.

- (1) Membership of the Medical Fund shall be compulsory for all master installation electricians, installation electricians, electrical testers for single phase, electricians, artisans, domestic appliance mechanics, domestic electrical installers, and Elconops 3.
- (2) Employees of the Council or of any party to the Council may, by resolution of the Council, be admitted to membership.
- (3) An employer and any employee employed by him in the Industry and who is not covered by this Agreement may be admitted to membership of the Medical Fund.

24. CONTRIBUTIONS.

- (1) Each employer shall pay the total amount as stipulated in Annexure 'A' of this Agreement, to the Medical Fund in respect of the employees referred to in clause 23 of this Agreement in accordance with their respective membership categories.
- (2) An employer shall be entitled to deduct 50 per cent of the amounts referred to in subclause (1) hereof from the remuneration due to the employee in respect of whom the contribution is made.
- (3) All contributions due to the Medical Fund shall be paid to the address referred to in clause 21 of this Agreement by not later than the 7th day of each month.
- (4) Each payment shall be accompanied by a statement in such form as prescribed by the Medical Fund.

25. BENEFITS.

Benefits payable to a member of the Medical Fund shall be as specified in the Rules.

26. ADMINISTRATION.

- (1) The Medical Fund shall be administered in accordance with the Rules of the Fund. Such Rules shall not be inconsistent with this Agreement or the provisions

of the Act and a copy of the Rules and any amendments thereto shall be lodged with the Director General of Labour.

- (2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Fund shall continue to be administered in accordance with the Rules of the Fund, by the administrator referred to in clause 21 of this Agreement.
- (3) In the event of the administrator being unable or unwilling to perform its duties the provisions of section 9 of the memorandum of Agreement referred to in clause 21 of this Agreement shall apply.

27. EXEMPTIONS.

- (1) The Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason.
- (2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Council.
- (3) All applications for exemption 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 subclauses 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 Secretary of the Council shall place the applications for exemption on the agenda of the next Council meeting, for consideration.
- (5) The Secretary of the Council shall provide the Council with details of 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: Provided that 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.
- (7) 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.

- (8) 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.

(9) 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.
- (10) In terms of section 32 of the Act, the Council hereby establishes an Independent Appeal body to hear and decide as soon as possible, any appeal brought 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.
- (11) 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.
- (12) The Independent Appeal body shall consider all applications with reference to the criteria set out in subclause (9) above and shall ensure that the applications are not in conflict with the primary objects of the Act.

28. INTERPRETATION, APPLICATION OR ENFORCEMENT.

- (1) Any dispute arising which relates to the interpretation, application or enforcement of this Agreement shall be processed in terms of this clause.

- (2) A party wishing to lodge such a dispute shall notify the Council in writing, setting out the details of the dispute and having served a copy of such notification on all other parties to the dispute.

Proof of such service shall be provided to the Council, and may include service by fax, hand or registered post. The Council shall arrange a meeting of the parties to the dispute within 10 working days of the dispute having been referred in terms of this clause, unless otherwise agreed between the parties.

- (3) If the dispute is not resolved at the meeting referred to in subclause (2) above, it shall be referred to arbitration in terms of this clause, unless otherwise agreed between the parties.

Arbitration in terms of this clause shall be of an expedited nature and the Council shall appoint an arbitrator who is available to commence the arbitration within 10 working days and the arbitration shall take place accordingly.

The arbitrator shall be granted the power to determine the procedure to be followed at the arbitration and to regulate any other matter incidental thereto.

The arbitrator shall normally be required to make a determination within 5 working days of the completion of the hearing.

- (4) Subject to subclause (3) any arbitration in terms of that clause shall be in accordance with clause 29.

29. CONCILIATION.

- (1) Any referral to conciliation in terms of this dispute procedure shall be referred in terms of this clause. Subject thereto, any conciliation proceedings shall be regulated by the Act.

- (2) The Council shall establish a panel of conciliators, to whom matters shall be allocated at the discretion of the Secretary of the Council: Provided that -

(a) in the event of the Council having a direct interest in any dispute being processed, it shall be conciliated by a member of the panel who is independent of the Council; and

(b) in the event of the dispute involving a non-party to the Council, the Council shall ensure that the accreditation requirements of the Act are complied with.

- (3) Any conciliator appointed in terms of this clause shall have the powers granted to a commissioner who is empowered to conciliate in terms of the Act.

Any conciliator so appointed shall determine a process to attempt to resolve the dispute, which may include -

(a) mediating the dispute; or

- (b) conducting a fact-finding exercise; or
 - (c) making a recommendation to the parties, which may be in the form of an advisory arbitration award.
- (4) In any conciliation proceedings, a party to the dispute may appear in person or be represented by a representative of his choice.
- (5) By not later than the end of the 30-day period calculated from the appointment of the conciliator, or any further period agreed between the parties, the conciliator shall provide all parties to the dispute with a copy of a certificate stating whether or not the dispute has been resolved : Provided that the conciliator may prior to the expiry of this period confirm that conciliation has failed, in the event that he believes to further purpose would be gained by continuing with the process.

SIGNED AT JOHANNESBURG, AS AUTHORISED FOR AND ON BEHALF OF THE PARTIES TO THE COUNCIL, THIS 12TH DAY OF DECEMBER 2001.

S. M. MAYISELA

For the Council

J. T. SETAI

For the Council

L. M. BOWLES

General Manager

		TOTAL MEMBERSHIP FEES			ANNEXURE 'A'	
1.	MAJOR MEDICAL BENEFITS					
		PLATINUM OPTION	GOLD OPTION	SILVER OPTION	BRONZE OPTION	PRIMARY PLAN
	MEMBER	R 1 130	R 920	R 495	R 380	R 110
	ADULT DEPENDANT	R 875	R 680	R 370	R 290	R 80
	CHILD DEPENDANT	R 140	R 125	R 65	R 50	R 15
	SPECIAL DEPENDANT	R 875	R 680	R 370	R 290	R 80
2.	OPTIONAL SELF-MANAGED BENEFITS – NOT APPLICABLE TO BRONZE OPTION OR PRIMARY PLAN LIMITED TO A MAXIMUM OF 25 % OF TOTAL MONTHLY CONTRIBUTION IN INTERVALS OF R100					
		R 100 R 200 R 300 R 400 R 500 R 600	R 100 R 200 R 300 R 400	R 100 R 200 R 300		
3.	CHRONIC MEDICATION – NOT APPLICABLE TO BRONZE OPTION OR PRIMARY PLAN A CO-PAYMENT PER PATIENT FROM DATE OF REGISTRATION –					
		R 50	R 30	R 20		
4.	FREE CHOICE OF HOSPITALS – NOT APPLICABLE TO BRONZE OPTION OR PRIMARY PLAN A CO-PAYMENT PER MEMBER – COUPLED WITH OPTION ELECTED					
		R 100	R 100	R 100		

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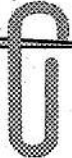
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