

PART II

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PART II

1. ALLOWANCES

- (1) Travelling and subsistence allowances
 - (a) Whenever a job is situated outside a radius of 15km of the employer's own place of business where the employee is normally required to report, but within the area to which this Agreement relates, and the employee can reasonably be said to be able to and does return to his home every day, any time occupied by an employee in proceeding to or from the working site shall be one way in his own time and the other way during the normal working hours prescribed in clause 7, of Part I of this Agreement: Provided that time spent in travelling between jobs during that day shall be in the employer's time.
 - (b) An employer shall provide suitable transport both ways or pay for transport in respect of the said distance at rates laid down by the Council from time to time. The Council shall determine the rates in January of each year and such rates all become effective on the first Friday after 15 January of each year.
 - (c) Any employee entitled to a transport allowance as provided for in subclause (b) above shall be paid such allowance at the same time as he is paid his normal remuneration.
 - (d) Where an employee can reasonably be said to be able to return to his home every day, but is precluded from availing himself of the transport referred to in subclause (b) above in consequence of being required to report at his employer's place of business before proceeding to the job and/or at the conclusion of the day's work, such employee shall be paid for every hour travelled outside the ordinary working hours in compliance with such requirement at 50 per cent of his hourly wage.
 - (e)
 - (i) Where the employee can reasonably be said to be unable to return to his home daily, he shall be entitled to suburban railway fare or second-class main-line railway fare to and from the place of work at the beginning and termination of such work. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned. Bedding and normal meals on main-line trains, when required, shall be paid for by the employer.
 - (ii) Where an employee, by reason of employment, is away from his usual working place and is required by his employer to live away from his usual domicile, meals and lodging shall be paid for or provided on the

job by the employer. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance of R75.00.

- (iii) Accommodation supplied on site shall include a bed and a mattress.
 - (iv) Where meals are supplied by the employer on site, he shall not be required to pay a subsistence allowance, but the standard of the meals provided shall be commensurate with the subsistence allowance that would have been paid in terms of this subclause.
- (2) Stand-by allowance : every employer shall pay every employee who is required to do stand-by duties a minimum of R41.55 stand-by duty shift.
 - (3) The stand-by allowance payable in terms of subclause (2) will be adjusted annually by the percentage wage increase that is agreed in that year.

2. EXPENSES OF THE COUNCIL

The funds of the Council, which shall be vested in and administered by the Council, shall be provided for in the following manner :

- (1) Every employee and every employer shall contribute to the Funds of the Council, no more than 1 (one) percent of the weekly specified wage rate payable in terms of clause 4 of Part II of this Agreement, taken to the next higher 10 cents.
- (2) Every employee shall pay the amount determined in terms of subclause (1) to the Council in respect of such employees: Provided that the employer may deduct fifty percent of the amount payable from the remuneration of such employees.
- (3) In any instance where no contributions are payable in terms of subclauses (1) and (2) hereof, and the total amount referred to in subclause (2) is less than R55.00 such amount shall be supplemented by the employer by the sum required to make a total of R55.00 in each month in respect of Areas A, B,C,D,E,F,G,H,I, and L.
- (4) 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 regional offices of the Council all contributions in respect of the preceding month in the manner prescribed by the Council from time to time.
- (5) The employee contribution shown in the columns above shall be deducted by employers from the wages of their employees.
- (6) To the amounts so deducted from the wages of his employees, every employer shall add the employer contribution shown in the columns above and forward

the total sum, together with a covering statement, to the Secretary of the Regional Council in the Area in which the employer is operating his business :

Bloemfontein	:	PO Box 1379, Bloemfontein, 9300
Cape	:	P.O. Box 1220, Parow, 7499
East London	:	P.O. Box 19852, Tecoma, East London, 5214
Gauteng	:	P.O. Box 31402, Braamfontein, 2017
KwaZulu-Natal	:	PO Box 722, Durban, 4000
Port Elizabeth	:	PO Box 27287, Greenacres, 6057

- (7) In any instance where no contributions are payable in terms of subclauses (1), (2) and (3) hereof, and the total amount referred to in subclause (3) is less than R55.00 such amount shall be supplemented by the employer by the sum required to make a total of R55.00 in each month in respect of Areas A,B,C,D,E,F,G,H, & L.
- (8) Subclause (4) above does not apply to areas J. and K.
In areas J. and K. in addition to the contributions payable in terms of subclauses (1), (2) and (3) hereof the employer shall pay an additional Council administration levy of R12.00 per week.
- (9) In area I, in any instance where no contributions are payable in terms of subclauses (1), (2) and (3) hereof, and the total amount referred to in subclause (3) is less than R20.00, such amount shall be supplemented by the employer to make a total of R20.00 in each month.
- (10) 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 in respect of the preceding month and in the manner indicated therein, the statement referred to in subclause (3) hereof.

3. WAGES AND/OR EARNINGS

- (1) Every employee who, prior to the date of coming into operation of this Agreement, was in receipt of a higher rate than that prescribed in this Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same

employer on the same work or any other work for which a minimum rate is prescribed in this Agreement.

- (2) No employee shall be employed in more than one occupation defined in this Agreement at different rates of pay, in any one week, including any overtime worked, or in a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week in the highest-paid occupation: Provided that if an employee who normally performs the work of an electrical assistant or general worker performs the work of a driver, such employee shall be paid at the higher rates only in respect of time actually engaged in such occupation, except that if such electrical assistant or general worker performs the work of a driver for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day.
- (3) Whenever an advance or loan is made by an employer, at the request of an employee, the employer may, on receipt of a stop-order signed by the employee, make deductions from such employee's subsequent wages or earnings, but no one deduction shall exceed 15 per cent of the remuneration from which it may be deducted.

If the services of an employee are terminated, for any reason, before the loan or advance has been paid in full, the employer may appeal to the Council for reimbursement of the amount owing from the moneys for leave pay and bonus pay which the employer may have lodged with the Council in respect of the employee in terms of this Agreement. The Council may, after considering any reasons which may have been submitted, uphold the appeal or give such other decision as the Council may deem fit.

- (4) Where moneys have been advanced to the employee to expend in the course of his duties for his employer, he may be required to render a satisfactory account of expenditure to his employer. Should the services of the employee be terminated and such moneys not have been refunded, the employer shall be entitled to recover such amount from the employee's wages or earnings: Provided that an employee who is aggrieved by the application to him of this clause, may appeal to the Council against such a decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

4. SCHEDULE OF WAGES AND/OR EARNINGS

With effect from 1 February 2008 no employer shall pay and no employee shall accept wages at rates lower than the following: Provided that where an employer carries out work in an area for which higher wages are prescribed than those which apply for the area in which his business is situated, his employees shall be paid no less than the minimum wages prescribed for such higher-rated area for the duration or period during which such an employee works in such higher-rated area :

1) Substitute the following minimum rates for the categories listed below :

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

Category	AREA A Rand Per hour	AREA B Rand Per hour	AREA C Rand Per hour	AREA D Rand Per hour	AREA E Rand Per hour
Master installation electrician	56.04	49.27	47.07	35.87	35.05
Installation electrician	51.60	45.39	42.28	33.03	32.24
Electrical tester for single phase	47.09	41.42	39.45	30.13	29.44
Electrician, artisan and DAM	44.81	39.40	36.75	28.71	28.08
Domestic electrical installer	37.53	33.02	30.72	23.96	23.42
Elconop 3	32.65	28.71	26.72	20.84	20.38
Elconop 2	28.07	24.76	22.87	17.89	17.51
Elconop 1	17.91	15.85	14.52	11.72	11.16
Storeman	17.91	15.85	14.52	11.72	11.16
Driver of a vehicle, the unladen mass of which is -					
(a) Up to 3 500 kg	18.76	16.48	15.39	12.02	11.75
(b) from 3 501 kg to 9 000 kg	22.18	19.51	18.17	14.19	13.86
(c) 9 001 kg and over	24.66	21.67	20.18	15.76	15.39
Electrical assistant	15.30	13.45	12.39	9.72	9.52
General worker	10.68	9.42	8.70	6.82	6.66
Apprentice Stage 4	31.37	27.59	25.73	20.10	19.65
Apprentice Stage 3	22.41	19.71	18.38	14.36	14.04
Apprentice Stage 2	20.17	17.73	16.55	12.92	12.63
Apprentice Stage 1	17.03	14.98	13.96	10.91	10.67

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

Category	AREA F Rand Per hour	AREA G Rand Per hour	AREA H Rand Per hour
Master installation electrician	40.61	35.37	33.64
Installation electrician	37.37	32.55	30.96
Electrical tester for single phase	33.23	29.71	28.25
Electrician, artisan and DAM	33.01	28.30	26.90
Domestic electrical installer	27.60	24.03	24.03
Elconop 3	24.00	20.87	20.87
Elconop 2	21.18	18.44	17.56
Elconop 1	13.89	11.98	11.35
Storeman	13.89	11.98	11.35
Driver of a vehicle, the unladen mass of which is -			
(a) Up to 3 500 kg	13.33	11.63	11.06
(b) from 3 501 kg to 9 000 kg	15.65	13.63	12.95
(c) 9 001 kg and over	17.37	15.13	14.39
Electrical assistant	13.34	11.45	10.90
General worker	9.35	8.03	7.63
Apprentice Stage 4	23.11	19.81	18.84
Apprentice Stage 3	16.50	14.15	13.45
Apprentice Stage 2	14.86	12.73	12.11
Apprentice Stage 1	12.55	10.75	10.22

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

Category	AREA I Rand Per hour	AREA J Rand Per hour	AREA K Rand Per hour	AREA L Rand Per hour
Master installation electrician	52.98	56.04	49.27	43.33
Installation electrician	51.36	51.60	45.39	39.84
Electrical tester for single phase	44.52	47.09	41.42	36.40
Electrician, artisan and DAM	42.41	44.81	39.40	34.63
Domestic electrical installer	-	37.53	33.14	-
Emerging electrical installer	36.19	-	-	-
Elconop 3	31.60	32.65	28.71	25.18
Elconop 2	29.78	28.07	24.76	21.56
Elconop 1	20.44	17.91	15.84	13.71
Storeman	20.44	17.91	15.84	13.71
Domestic appliance repairer		21.05	18.53	
Driver of a vehicle, the unladen mass of which is -				
(a) Up to 3 500 kg	17.99	18.76	16.48	16.79
(b) from 3 501 kg to 9 000 kg	20.40	22.18	19.51	18.79
(c) 9 001 kg and over	22.93	24.66	21.67	24.37
Electrical assistant	16.72	15.30	13.46	11.71
General worker	11.72	10.68	9.42	8.19
Apprentice Stage 4	29.69	31.37	27.59	24.24
Apprentice Stage 3	21.20	22.41	19.71	17.32
Apprentice Stage 2	19.09	20.17	17.73	15.59
Apprentice Stage 1	16.12	17.03	14.98	13.16

2) Prescribed minimum wage rates

To ensure that all employees earning the prescribed minimum wage rate for their respective category receive the 9% wage increase effective February 2008, the following additional percentage must be added to such increase.

- a) Employers who granted the increase in February 2008 are not required to make any adjustment. (This includes any employer that granted the increase of at least 9% in January 2008)

- b) Employers who only granted the increase in March 2008 are required to the increase wage by an additional 0.75%.
- c) Employers who only granted the increase in April 2008 are required to increase the wage by an additional 1.5%.
- d) Employers who only granted the increase in May 2008 are required to increase the wage by an additional 2.25%.
- e) Employers who only granted the increase in June 2008 are required to increase the wage by an additional 3%.
- f) Employers who only granted the increase in July 2008 are required to increase the wage by an additional 3.75%.
- g) Employers who only grant the increase in August 2008 are required to increase the wage by an additional 4.5%.

Provided that in February 2009 such employees will revert to the prescribed minimum wage rates as published in this agreement, plus the new wage increase applicable in terms of clause 4.2.

- 3) With effect from 1 February 2009 the above wage rates will be increased by the percentage as reflected by the July 2008 year on year consumer price index (CPIX) plus an additional 1% (one percent) : Provided that if the July 2008 year on year price index (CPIX) is in excess of 10% or below 6% the parties to the Council will renegotiate wages only for the period 1 February 2009 to 31 January 2010.
- 4) With effect from 1 February 2010 the wage rates established on 1 February 2009 will be increased by the percentage as reflected by the July 2009 year on year consumer price index (CPIX) plus an additional 1% (one percent) : Provided that if the July 2009 year on year price index (CPIX) is in excess of 10% or below 6% the parties to the Council will renegotiate wages only for the period 1 February 2010 to 31 January 2011.

5. GUARANTEED MINIMUM INCREASES AND OFF-SET .

- 1) Guaranteed across the board increases for employees earning in excess of the prescribed minimum wage rates

To ensure that all employees earning above the prescribed minimum wage rates for their respective category receive the 8.6% wage increase effective February 2008, the following additional percentage must be added to such increase.

- a) Employers who granted the increase in February 2008 are not required to make any adjustment. (This includes any employer that granted the increase of at least 8.6% in January 2008)

- b) Employers who only granted the increase in March 2008 are required to increase the wage by an additional 0.7%.
- c) Employers who only granted the increase in April 2008 are required to increase the wage by an additional 1.4%.
- d) Employers who only granted the increase in May 2008 are required to increase the wage by an additional 2.1%.
- e) Employers who only granted the increase in June 2008 are required to increase the wage by an additional 2.9%.
- f) Employers who only granted the increase in July 2008 are required to increase the wage by an additional 3.6%.
- g) Employers who only grant the increase in August 2008 are required to increase the wage by an additional 4.3%.

Provided that in February 2009 all employees who were earning in excess of the prescribed minimum wage rates prior to February 2008, will revert to the wage they would have been earning had the 8.6% increase been applied in February 2008, plus the new wage increase applicable in terms of clause 4(2).

Provided further that any adjustments to any allowances, benefit funds or levies that are linked to the percentage wage increases, will be increased by 9% and 8.6%, respectively, on the coming into operation of this Agreement.

- (2) The guaranteed minimum increase referred to in subclause (1) above shall be subject to the provision that any increase granted on or after 1 January 2008 may be off-set by the employer when calculating the guaranteed minimum increase.

5 (A) PHASING OUT OF GEOGRAPHIC WAGE DIFFERENTIALS.

In an effort to reduce and ultimately eliminate the geographic wage rate differentials, each area in which the minimum wage rate is lower than the rates applicable in the area with the highest wage rate, shall with effect from 1 February 2007, in addition to any annual industry wage increases, increase wages by 20% (twenty per cent) of the differential between the minimum wage rate in that area and rate in the area with the highest minimum wage rate.

6. LEAVE BONUS

- (1) Every employee for whom wages are prescribed in this Agreement shall, in addition to his leave pay be paid a leave bonus of an amount equivalent to the wages he would normally be paid for the period specified below, whenever he qualifies for leave in terms of clause 16 of Part I of this Agreement, and such leave bonus shall be paid at the same time as his leave pay is paid :

CATEGORY	AREAS A to E and J to K	AREA I
Master Installation Electrician	20 working days	16 working days
Installation Electrician	20 working days	16 working days
Electrical Tester for single-phase	20 working days	16 working days
Electrician Artisan and DAM	20 working days	16 working days
Domestic Electrical Installer	15 working days	16 working days
Elconop 3	15 working days	16 working days
Elconop 2	15 working days	16 working days
Elconop 1	15 working days	16 working days
Storeman	15 working days	16 working days
Driver of a vehicle, the unladen mass of which is :		
a) Up to 3 500 kg	15 working days	16 working days
b) From 3 500 kg to 9 000 kg	15 working days	16 working days
c) From 9 000 kg and over	15 working days	16 working days
Electrical Assistant	10 working days	16 working days
General worker	10 working days	16 working days
Apprentice : First year's leave qualification	15 working days	16 working days
Apprentice : Subsequent years' leave qualification	20 working days	16 working days

CATEGORY	AREAS F,G & H
Master Installation Electrician	10 working days
Installation Electrician	10 working days
Electrical Tester for single-phase	10 working days
Electrician Artisan and DAM	10 working days
Domestic Electrical Installer	8 working days
Elconop 3	8 working days
Elconop 2	8 working days
Elconop 1	8 working days
Storeman	8 working days
Driver of a vehicle, the unladen mass of which is :	
a) Up to 3 500 kg	8 working days
b) From 3 500 kg to 9 000 kg	8 working days
c) From 9 000 kg and over	8 working days
Electrical Assistant	8 working days
General worker	8 working days
Apprentice : First year's leave Qualification	8 working days
Apprentice : subsequent years' leave qualification	8 working days

CATEGORY	AREA L
Master Installation Electrician	20 working days
Installation Electrician	20 working days
Electrical Tester for single-phase	20 working days
Electrician Artisan and DAM	20 working days
Elconop 3	15 working days
Elconop 2	15 working days
Elconop 1	15 working days
Storeman	15 working days
Driver of a vehicle, the unladen mass of which is :	
a) Up to 3 500 kg	15 working days
b) From 3 500 kg to 9 000 kg	15 working days
c) From 9 000 kg and over	15 working days
Electrical Assistant	10 working days
General worker	10 working days
Apprentice : First year's leave Qualification	15 working days
Apprentice : subsequent years' leave qualification	20 working days

- (2) Any period of employment prior to the date of coming into operation of this Agreement shall count as part of the qualifying period in terms of subclause (1).
- (3) Any employee whose category changes from a lower to a higher category during any leave cycle shall, on qualifying for leave, receive a leave bonus calculated on a pro rata basis on the number of days completed in each category.
- (4) An employee shall not be entitled to receive a leave bonus in terms of this clause unless the employee has completed 200 shifts in the current leave cycle with the same employer and is in service at the time that the bonus is due and payable.
- (5) An employer shall pay an employee whose services are terminated as a result of a no fault dismissal, a pro rata leave bonus in accordance with the following formula :

$$\frac{\text{Number of completed working days with employer in present leave cycle}}{235} \times \text{leave bonus days applicable to such employee} \times \text{daily remuneration}$$

- (6) An employee who is aggrieved by the application to him of the provisions of subclause (5) may appeal to the Council against the decision applied to him and the Council, may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

- (7) Notwithstanding the provisions of subclauses (3) and (4), no employee for whom wages are prescribed in this Agreement shall be entitled to a leave bonus if he has absconded or is dismissed following a fair disciplinary enquiry or who has failed to complete 235 shifts with the same employer during his first year of service: Provided that an employee who has completed 235 shifts with the same employer, but who absconds or is dismissed before his annual leave is granted to him, shall be paid the leave bonus due in terms of subclause (1).
- (8) An employee who absconds or is fairly dismissed and who is aggrieved by the application to him of the provisions of subclause (5) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.
- (9)(a) Periods of absence on account of sickness aggregating not more than 43 shifts in any one qualifying period for the leave bonus shall count for the leave bonus: Provided that an employer shall be entitled to call upon the employee for a medical certificate as proof of cause of absence.
- (b) Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave bonus purposes if such accident has been admitted as falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence counting for purposes of the leave bonus shall be the periods of disablement admitted by the said Act.