

South Africa

Labour Relations Act, 1995

## National Bargaining Council for the Electrical Industry of South Africa: extension to non-parties of the COVID-19 lockdown collective agreement

Government Notice R485 of 2020

Legislation as at 4 May 2020

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National Bargaining Council for the Electrical Industry of South Africa: extension to non-parties of the COVID-19 lockdown collective agreement

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## South Africa

### Labour Relations Act, 1995

# National Bargaining Council for the Electrical Industry of South Africa: extension to non-parties of the COVID-19 lockdown collective agreement Government Notice R485 of 2020

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Assented to on 30 April 2020

Commenced on 4 May 2020

*[This is the version of this document from 4 May 2020.]*

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Electrical Industry of South Africa, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the date of publication of this notice until the end of the National Lockdown period.

MR TW Nxesi, MP

Minister of Employment and Labour

### ***National Bargaining Council for the Electrical Industry of South Africa (Bargaining Council)***

#### ***COVID-19 lockdown collective agreement***

In accordance with the provisions of the Labour Relations Act, 1995 and Notice 240 of 2020, amended COVID -19 Temporary Employee / Employer Relief Scheme and the directive by the Minister of Employment and Labour in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of Section 27 (2) of the Disaster Management Act, 2002 ([Act No. 57. of 2002](#))

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.

### **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.

- (c) This Agreement shall cover all employers and employees in the registered scope of the National Bargaining Council for the Electrical Industry of South Africa.
  - (d) This agreement shall also cover non-scheduled employees in the electrical contracting industry.
- (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.

## 2. Period of operation

This Agreement shall bind the parties and their members. It shall become effective as from the date of publication by the Minister of Employment and Labour. It shall remain effective and in force until the end of the national lockdown period.

## 3. Terms and conditions

A separate Covid-19 Collective 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 purpose of this Agreement is to provide for the disbursement of Covid-19 benefits received from the Unemployment Insurance Fund (UIF) to employees who are employed by employers registered with the Bargaining Council during the period of lockdown, and who suffer a loss of income as a result of the National Lockdown.

## 4. Access to Unemployment Insurance Fund (UIF) COVID-19 benefits

- 4.1 The parties authorise the Chairperson and Vice Chairperson of the Bargaining Council to sign a Memorandum of Agreement with the UIF Commissioner and/or the Minister of Employment and Labour or their respective nominee, which sets out the terms on which UIF funds will be released to the Bargaining Council for the sole purpose of executing the provisions of this agreement.
- 4.2 The parties authorise the National Finance Manager of the Bargaining Council to open a dedicated bank account into which all UIF funds advanced to the Bargaining Council for the execution of the purpose of this agreement shall be deposited.
- 4.3 No funds shall be disbursed from the bank account referred to in sub-clause 4.2 above, other than that which is duly authorised and which is exclusively intended for the purposes of this agreement.
- 4.4 The UIF funds are solely and exclusively intended to provide a wage subsidy for qualifying employees during the lockdown period declared by government and during which no wages/salaries are due and payable by employers.
- 4.5 The officials of the Bargaining Council shall at all times ensure that proper records, including all supporting documents of all income and disbursements from the bank account referred to in sub-clause 4.2 of this agreement, are safely kept and secured.
- 4.6 The Bargaining Council shall submit consolidated reports to the UIF Commissioner of all income and disbursements pertaining to the bank account referred to in sub-clause 4.2 of this agreement.
- 4.7 The Bargaining Council shall ensure that, post the lockdown period, the records of the bank account referred to in sub-clause 4.2 of this agreement, will be accessible to authorised persons from the UIF for a period of 5 years from date of the last transaction.
- 4.8 The Information and supporting records which employers would be required to submit for accessing of funds shall be made available to the UIF, on request from the UIF.

- 4.9 Any UIF funds and applicable interest which remain after the COVID 2019 lockdown shall be fully refunded to the UIF within one week following the conclusion of the audit referred to in sub-clause 4.7 of this agreement.

## **5. Employers obligations**

- 5.1 Each employer must pay the benefit to each employee within 5 days of the receipt of funds from the Bargaining Council.
- 5.2 Employers must submit bank statements or proof of payment of the Covid-19 TERS benefits paid to its employees, to the Bargaining Council within 5 days of payment.
- 5.3 The Employer must not transfer the Covid-19 Benefits to any other account except for the purpose of paying the Covid-19 Benefits to or for the benefit of the Employees.
- 5.4 The Employer undertakes to honour its obligations for financial transactions in compliance with the South African Laws and good practice.
- 5.5 The Employer shall account for the expenditure on the previous tranche payment before the next tranche can be processed.
- 5.6 The Covid-19 Benefits will not be paid to employees appointed after the commencement of this Agreement.

## **6. Dispute resolution**

Any disputes which may arise from the interpretation and/or application of this agreement shall be resolved through expedited arbitration, unless otherwise decided by the disputing parties and using the current panel of Conciliators and Arbitrators of the Bargaining Council (unless otherwise decided by the disputing parties).

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.

## **7. COVID-19 post-lockdown period**

Employers undertake to ensure, post the COVID-19 lockdown period that employees are provided with the necessary and appropriate support to integrate them smoothly and safely back into the workplace.

## **8. Strengthening industry health and safety provisions**

The parties

- 8.1 Acknowledge that occupational health and safety provisions at workplace level in our Industry require improvement.
- 8.2 Commit to the building and strengthening of workplace health and safety committees.
- 8.3 Commit the Bargaining Council to immediately establish a health and safety committee which would include Industry health and safety professionals and representatives who can advise on workflow issues to limit transmissions at the workplace.
- 8.4 Agree that the submission of the annual workplace health and safety workplace plans shall be a requirement for the issuing of a certificate of good standing.

## 9. Offices of the National Bargaining Council for the Electrical Industry of S.A.

### 1. National office - Johannesburg

9th Floor The Liberty 17 Wolmarans Street Braamfontein Johannesburg 2001 P O Box 31402 Braamfontein 2017	Tel: 011/3392312 Fax: 011/3392366 011/3397112 Email: elaine@nbcei.co.za
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### 2. Johannesburg regional office

9th Floor The Liberty 17 Wolmarans Street Braamfontein Johannesburg 2001 P O Box 31402 Braamfontein 2017	Tel: 011/3392312 Fax: 011/3392366 011/3397112 Email: sam@nbcei.co.za
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### 3. Bloemfontein regional office

74 Victoria Road Willows Bloemfontein 9301 P.O. Box 1379 Bloemfontein 9300	Tel: 051/444-5869 051/444-5984 Fax: 051/4445801 Email: sam@nbcei.co.za
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### 4. Cape Town regional office



31 Cook Street Goodwood 7460 (Entrance on Vasco Boulevard) P.O. Box 1220 Parow. 7499	Tel: 021/591-4784 Fax: 021/5916261 Email: darryl@nbcei.co.za
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#### 5. Kwazulu Natal regional office

23 Lennox Road Greyville Durban 4023 P.O. Box 47852 Greyville Durban 4023	Tel: 031/306-8100 031/309-1326 031/309-1325 031/309-1307 031/309-1279 Fax: 031/309-1269 Email: kiren@nbcei.co.za
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#### 6. East London regional office

Unit 205 Etcott Square 256 Oxford Street East London 5201 P.O. Box 19852 Tecoma. 5214	Tel: 043/722-0120/21 Email: cobus@nbcei.co.za
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#### 7. Pretoria regional office

1072 Francis Baard Street Hatfield Pretoria P.O. Box 12399 Hatfield. 0028	Tel: 012/110-4644 Email: sydney@nbcei.co.za
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#### 8. Port Elizabeth regional office

25, 4th Avenue Newton Park Port Elizabeth 6001 P.O. Box 27287 Greenacres 6057	Tel: 041/363-5460 Email: cobus@nbcei.co.za
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#### 9. Polokwane regional office

Room 314 Pioneer Bld 50 Landdros Mare Street Polokwane 0699 P.O. Box 2478 Polokwane 0700	Tel: 015/291-4157 Fax: 015/291-4152 Email: sydney@nbcei.co.za
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#### 10. George regional office

Office 201, York Mall 100 York Street George 6530 P.O. Box 1952 George 6529	Tel: 044/874-5738 Email: cobus@nbcei.co.za
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#### 10. 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.

Signed at Braamfontein as authorised for and on behalf of the parties to the Bargaining Council, this 15th day of April 2020.

R McAlpine - General Secretary - SAEWA

S Khola - National Labour Relations Directors - ECA (SA)

D Van Deventer and M Mfikoe - Acting National General Secretary