



PARTY ONLY

Sick Pay Fund Collective Agreement and Rules of the National Bargaining Council for the Electrical Industry of South Africa (Region D Sick Pay Fund Committee)

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NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA - REGION D SICK PAY FUND COMMITTEE

SICK PAY FUND COLLECTIVE AGREEMENT RULES

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SICK PAY FUND COLLECTIVE AGREEMENT FOR THE ELECTRICAL INDUSTRY (REGION D REGIONAL COMMITTEE)

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) (ECA)

(hereinafter referred to as the "employer" or the "employers' organisation), of the one part, and the

South African Equity Workers' Association (SAEWA)

(hereinafter referred to as the "employees" or "trade unions"), of the other part, being the parties to the National Bargaining Council for the Electrical Industry of South Africa and parties to the Regional Committee

1. SCOPE OF APPLICATION

- (1) The Terms of this Agreement shall be observed in the Electrical Industry in Region D -
 - (a) by all employers and employees who are employed by members of the employers' organisation(s) to Council and whose wages are specified in terms of Part 11, Clause 4 of Council's main collective agreement and
 - (b).incorporating the Province of the Western Cape excluding the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudtshoorn, Prince Albert, Riversdale and Uniondale, and includes the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape.
 - (c) Notwithstanding Clause 1 (a) and (b) above, an employer who is a member of an employers organisation that is party to Council and to the Regional Committee, may, in respect of his employees employed in the Industry whose wages are not specified in the Council's main Collective Agreement but who otherwise comply with the provisions of the Agreement, make application to the Committee to accept contributions for those employees in accordance with the provisions of the Rules of the Sick Pay Fund.
 - (d) Notwithstanding Clause 1 (a) and (b) above, an employer and his employees who are employed on a pre determined Limited Duration Contract of 13 weeks or less need not contribute to the fund nor shall the employees be eligible to receive any benefits in terms of these rules.
 - (e) All employers who qualify to be exempt from the provisions of this fund must adhere to the Sick Leave requirements in terms of the Basic Conditions of Employment Act, as amended.
- (2) Clause 1 (1) (a) shall not apply to employers and employees who are not employed by members of the employers organisations.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date determined by the Sick Pay Fund Committee and the Agreement shall remain in force until for the duration of the Council's main Collective Agreement and will automatically be continued as and when the Council's main collective agreement is amended and or extended.

3. 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, unless the context otherwise indicates -

'**Act**' means the Labour Relations Act of 1995;

'**Apprentice**' means an employee serving under a written contract of apprenticeship registered with the Electrical Contracting Industries Training Board;

‘Contribution’ means the amounts payable in terms of clause 4 of the rules;

‘Council’ means the National Bargaining Council for the Electrical Industry of South Africa

‘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 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 for 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
- f. the installation and/or maintenance and /or repair and/or servicing of electrical security fences and their ancillary equipment,
- g. the design, installation, repair and maintenance of CCTV, intercom, intruder detection, access control and data cable installations.

For the purpose of this definition “electrical equipment” includes –

- i. Electrical cables and overhead lines, and
- ii. 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;

And further, for the purpose of this definition design, preparation, erection, installation repair and maintenance shall not include:

- i. The manufacture and assembly by the manufacturer of the aforementioned electrical equipment and / or components thereof;
- ii. The wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise;
- iii. The manufacture, repair and servicing of motor vehicle batteries;
- iv. The manufacture, repair and servicing of typewriters and office appliances;

- v. The manufacture and / or assembly and / or repair and / or maintenance of lifts, hoists and escalators.

'employee' means any person employed by members of the employers organisations on any of the classes of work scheduled in this Agreement and includes a person employed under a contract of apprenticeship recognised by the Council;

'Employer' means any employer 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 this business, and shall include a temporary employment service as defined in the Act;

'Establishment' means the place where the employer normally carried on his business and where his wage records are kept;

'Fund' means the Sick Pay Fund of the Regional Committee

'Main Agreement' means the Council's Main Agreement, as amended, extended or renewed, for the Electrical Contracting Industry;

'Regional Committee' means the Region D Regional Committee established by the Council.

'Rules' means the rules in force of the Fund as prescribed in terms of this Agreement.

'Sick Pay Fund Committee' means Region D Sick Pay Fund Committee appointed by the trade union and employer organisations which are parties to the Region D Regional Committee.

4. CONTRIBUTIONS

- (1) The Fund shall be administered by the Sick Pay Fund Committee in accordance with the rules which it may make from time to time for those purposes ("the Rules"), and all moneys of the Fund shall be administered, invested and paid out in accordance with the Sick Pay Fund Constitution. Copies of the Rules and Constitution shall be available for inspection at the offices of the Regional Committee of Council.
- (2) Every employer shall contribute to the Fund in respect of each week that an eligible employee remain in his employ inclusive of the leave period, an amount which shall be calculated at 0.6% of actual wages per month for each category of employee specified in the Main Agreement. The full weekly contribution is payable irrespective of amount of days worked.
- (3) The employer shall deduct half of the total contribution i.e. a equivalent amount of 0.6% of actual wages based on a normal week from the employee, for each working week inclusive of the leave period and add it to an equal amount payable by the employer and forward the total sum of 1.2% to the Regional Manager of the Regional Committee by not later than the 15th day of each month in respect of the preceding month.

5. BENEFITS

An employee shall receive payment in the amount set out in the table below in respect of each working day, excluding public holidays, that he is absent (owing to illness) in an annual leave cycle of 365 calendar days:

Category of employee	Working days absent p.a.	Claimable amount
All categories as specified	1 st – 10 th	100% of actual earnings up to a

in the Main Collective Agreement		maximum wage limit of R15 000.00 per month
All categories as specified in the Main Collective Agreement	11 th – 130 th	33% of actual earnings up to a maximum wage limit of R15 000.00 per month.

6. GENERAL PROVISIONS RELATING TO THE PAYMENT OF CLAIMS

(1) Claims will be paid in accordance with the above table provided -

- a. a claim has been lodged on the form prescribed by the Sick Pay Fund Committee as agreed to and as amended from time to time and shall be accompanied by a detailed medical certificate from date of commencement of sick leave, and
- b. the claims have been lodged within 60 days of the first absence from employment on account of illness and,
- c. contributions are not in arrears
- d. that in respect of the first 10 qualifying working days per annum, that the employee is absent, the employer pays 100% of the employee's normal wage to the employee less statutory deductions. (i.e. Pension / Provident, ECA Levies, SPF, Council Levies and tax) The employer then claims the wages back from the Regional Committee of Council by completing the necessary prescribed claim form, by attaching the relevant documentation and proof of payment to the employee. Both the employer and employee should complete the claim form.
- e. for the subsequent 11 – 130 qualifying days per annum, 33% of the normal wage is paid directly to the employee after the necessary claim form and relevant documentation has been completed by both the employer and employee.
- f. only original documentation is furnished to the Regional Committee of Council. No Faxes or copies will be accepted and each claim must be furnished bearing the official company stamp.
- g. that the claim will be paid from the date of consultation to and including the last working day immediately prior to the employee being declared fit for duty as stated on the medical practitioner's certificate.
- h. that all claims are accompanied by authentic medical certificates regardless of the number of days absent.
- i. full Sick Pay Fund contributions have been paid to the Regional Committee of Council for the period of absence of the employee.
- j. all contributions, including Sick Pay Fund contributions in respect of all employees, have been paid up to date.
- k. that the claimable amount is up to a maximum wage limit of R15 000.00 per month.
- l. the claimant has been declared unfit for duty and booked off for a minimum of 1 working day by a registered medical practitioner.
- m. no sick pay benefits shall be payable in respect of paid public holidays specified in the Main Agreement for the industry, or in respect of any part of the paid holiday period for which an employee receives holiday pay. Where an employee works a part of the shift on the day he is first absent, it shall count as a day of absence due to sickness, and that part of the shift, which is to be regarded as a qualifying shift shall be paid for by the Fund.

- (2) It shall be regarded as sufficient payment of any claim if a cheque is dispatched by the Regional Committee of the Council, by post to the address provided on the claim form and if not so provided, to the last known address as reflected on Regional Committee's data base and if any cheque so sent is not paid within 3 months of the date issue, the claim shall be forfeited for the benefit of the Fund:

It shall be regarded as sufficient payment of any claim if a payment is made electronically into the bank account provided and the Sick Pay Fund Committee shall not be held liable for errors beyond its control and due to incorrect banking details provided by the claimant: Provided that the Regional Sick Pay Fund Committee shall have power in its discretion to make an ex gratia payment in respect of any claim forfeited in terms of this clause.

(3) An employee shall not be entitled to sick pay –

- a. until 13 consecutive weeks contributions have been made to the fund in respect of such employee: Provided that contributions interrupted by a period of unemployment or a change of employer shall be deemed to be consecutive;**
- b. for more than 130 days in any 365 day cycle, calculated from the first day in respect of which the employee is entitled to sick pay or until such time as the employee shall have completed a further 26 weeks of employment, and for purposes of this clause absences separated from each other by less than 130 days in a leave cycle shall be deemed to be continuous;
- c. if all Sick Pay Fund contributions in respect of all employees have not been paid up to date. Full Sick Pay Fund contributions must also be paid to the Regional Committee of Council for the period of absence of the employee.
- d. if an employee is absent from work owing to an accident or disease payable under the Compensation for Occupational Injuries and Diseases Act, 1993 except in respect of any period during which no compensation is payable in terms of that Act; Claims in respect of injuries on duty must be submitted to the Compensation Commissioner in terms of Clause 24 of the Main Agreement.
- e. if an employee's absence from work is related to the use of alcohol or illegal drugs, or is incapacitated through sickness owing to own negligence or misconduct, insanity, mental disorders, neurosis or attempted suicide;
- f. if an employee fails to observe the instruction of a medical practitioner, or has in the opinion of that practitioner aggravated the condition or retarded recovery through his or her own actions;
- g. if an employee suffers from injury for which a third party is liable to pay or does pay compensation to him;
- h. while he or she undergoes treatment prescribed by any person other than a registered medical practitioner.
- i. if he or she fails to provide the Regional Committee with any relevant information which it may require;
- j. if he or she is found by the Sick Pay Fund Committee to be fit to resume employment or to be permanently disabled, in which event he or she shall cease to be entitled to sick pay from a date determined by the fund for this purpose; and
- k. if it is a female employee, in respect of absence from work due to pregnancy or confinements;
- l. if engaging in hunting, mountaineering or racing on wheels, professional sport, motor-cycling other than motor-cycling to and from the employee's normal work;
- m. the performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft except as a fare-paying passenger on a regular scheduled airline;
- n. for an injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting;
- o. in respect of any deformity, chronic disease or other ailment from which he was suffering when he became a member of the Fund, or any illness directly connected with such ailment;
- p. any other activities not connected with his or her at any time when the amount to the credit of the Fund drops below R300 000.00 and until such time as the amount to the credit of the Fund exceeds R500 000.00.
- q. for claims submitted for absences for part of a day e.g. in the cases of medical treatment.

- r. If the Sick Pay Fund Committee requires the member to undergo an independent medical examination at the cost to the fund and the member unreasonably refuses to undergo such an examination.

(4) The fund shall be entitled to recover any amount paid to any employee –

- a. In consequence of false information furnished to the Fund by or on behalf of such employee;
- b. If the employee fails to notify the fund timeously of any change in circumstances which could lead to the amount of the benefits being reviewed or withdrawn, in which event the Fund may claim for the employee any amount overpaid to him; and
- c. Should a member follow any remunerative occupation during the period he is in receipt of benefits without the consent of the Sick Pay Fund Committee.

(5) Employees on leaving the industry or on becoming unemployed shall immediately cease to be entitled to sick pay benefits.

(6) An employee leaving the industry and subsequently returning to the industry shall after 13 weekly contributions have been made to the Fund by him or her be eligible for sick pay benefits.

(7) An appeal against a decision not to pay a claim or part of a claim must be made in writing to the Sick Pay Fund Committee and the decision of the Sick Pay Fund Committee shall be binding. The Sick Pay Fund Committee shall not be obliged to give reasons for any decision it makes.

7. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided for by the Fund shall not be transferable and any beneficiary who attempts to assign, transfer or otherwise cede or pledge or hypothecate his or her right shall have all benefits from the Fund suspended for a period of three months.

8. SICK PAY FUND CONSTITUTION

All other provisions pertaining to the governance of the Sick Pay Fund and its Rules are dealt with in terms of the Sick Pay Fund Constitution.
