

**GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS**

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 1029

6 November 2009

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN):
EXTENSION OF AMENDMENT OF
COLLECTIVE AGREEMENT 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 **Bargaining Council for the Building Industry (Bloemfontein)** 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 16 November 2009 and for the period ending 31 October 2009.

**MM MDLADLANA
MINISTER OF LABOUR**

**SCHEDULE
BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND**

COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

**Master Builders Association North Boland
Master Builders Association West Boland**

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

Building Workers Union

(hereinafter referred tot as the "employees" or the "trade union") of the other part, being the parties to the Building Bargaining Council North and West Boland, to amend the Collective Agreement, extended to non-parties, published under Government Notice R. 1011 of 26 October 2007 as amended and extended by Government Notices No R. 1012 of 26 October 2007 and R. 1174 of 7 November 2008.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed-
 - (a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisations and the trade union, respectively;
 - (b) in the Magisterial Districts of Ceres, Hopefield, Montagu, Moorreesburg, Piketberg, Robertson, Swellendam, Tulbagh, Vredenburg and Worcester.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to-
 - (a) only those classes of employees for whom wages are described in this Agreement;
 - (b) apprentices and learners only in so far as the provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any conditions fixed there under.
 - (c) labour-only contractors, working partners and working directors, principals and contractors.
3. Notwithstanding the provisions of subclause (1)(a), the terms of this Agreement shall not apply to -
 - (a) clerical employees and administrative staff;
 - (b) university students and graduates in building science and construction surveyors and other such persons doing practical work in the completion of their academic training;
 - (c) foremen or general foremen;
 - (d) non-parties in respect of clauses 1(1) (a) and 1A of this Agreement.

1A. PERIOD OF OPERATION

This agreement shall come into operation on the date fixed by the Minister of Labour as the effective date on which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2010.

2. CLAUSE 4: DEFINITIONS

Delete the definition of **artisan Category 3, artisan Category 3A, artisan Category 2 and artisan Category 1** and the application thereof with the following:

“Artisan (Painter, Carpet and Floor layer, Waterproofer and Crane operator) means any person who is registered as such in terms of clause 7(4) of this Agreement and who is permitted to perform skilled work as defined.

“Artisan in all other trades” means any person who is registered as such in terms of clause 7(4)(b) of this Agreement and who is permitted to perform skilled work as defined.”

3. CLAUSE 7: REGISTRATION OF EMPLOYEE

Substitute the following for subclause 3:

“3. Building workers:

- (a) A person in a specified category shall be registered as a building worker in that category in the following circumstances:
 - (i) In respect of Category 4, any person who-
 - (aa) is deemed to be qualified to work as an operator of a hoist or a dumper driver or a manufacturing worker;
 - (ab) has been registered as a learner building worker Category 4 and has failed to qualify for registration as a learner building worker Category 3;
 - (ii) in respect of Category 3, any person who-
 - (aa) is deemed to be qualified to work as an operator of a floor sanding machine or as an operator of a stone and terrazzo polisher; or
 - (ab) has been registered as a learner building worker Category 3 and has failed to qualify for registration as a learner building worker Category 2;
 - (iii) in respect of Category 2, any person who has
 - (aa) been registered as joinery assembler in terms of the provisions of this Agreement of the Council; or
 - (ab) completed a contract of learner ship in terms of this Agreement as a joinery assembler and has passed a trade test approved and recognized by the Council; or
 - (ac) been registered as a learner building worker Category 2 and has failed to qualify for registration as a learner building worker Category 1;
 - (iv) in respect of Category 1, any person who-
 - (aa) is deemed to be qualified to work as a fork-lift operator; or front-end loader operator; or;
 - (ab) has been registered as a block layer or glazier in terms of the provisions of this Agreement of the Council; or
 - (ac) has completed a contract of learnership in terms of this Agreement in the trade of block layer or glazier and has passed a trade test approved and recognized by the Council; or
 - (ad) has been registered as a learner building worker Category 1, and passed a trade test.
- (b) Application for registration in any of the above categories shall be made to the Council in the manner determined by the Council.

- (c) A building worker Category 1 shall not be registered as an artisan unless he has passed the requisite trade test.
- (d) The Council shall register the building worker in a register, and the building worker shall be entitled to perform those facets of skilled work that fall within the modules for which he has obtained a proficiency level within the trade category in respect of which he has been registered.
- (e) the building worker shall be entitled to payment of wages in accordance with the wage prescribed in respect of his category in terms of clause 10(1) of this Agreement.”

Substitute the following for subclause (4):

“(4) Artisan:

- (a) **Artisan:** Painter, Carpet and Floor layer, Waterproofer an Crane operator
Any person who has either –
 - (i) been registered as an artisan in terms of the provisions of this Agreement of the Council; or
 - (ii) been employed in the Building Industry either within or outside the area of jurisdiction of the Council as a skilled worker, and has achieved a level of competency equivalent to that required of an artisan and who has passed a trade test approved and recognized by the Council; or
 - (iii) been employed outside the area of jurisdiction of the Council as a skilled worker and furnishes the Council with such documentary and other proof as the Council may deem necessary to substantiate the applicant's competency;
shall upon application to the Council in the manner specified by the Council be registered as an artisan.
- (b) **Artisan in all other trades:**
Any person who has either -
 - (i) been registered as an artisan in terms of the provisions of this Agreement of the Council; or
 - (ii) been employed in the Building Industry either within or outside the area of jurisdiction of the Council as a skilled worker, and has achieved a level of competency equivalent to that required of an artisan and who has passed a trade test approved and recognized by the Council; or
 - (iii) been employed outside the area of jurisdiction of the Council as a skilled worker and furnishes the Council with such documentary and other proof as the Council may deem necessary to substantiate the applicant's competency;
shall upon application to the Council in the manner specified by the Council be registered as an artisan.”

4. CLAUSE 8: EMPLOYMENT STANDARDS

Substitute the following for subclause (5)(b)(3):

“No person shall enter into an agreement to subcontract Building Industry work to another person unless, at the time of entering into the agreement, both persons are employers in good standing with the Council: Provided that, where persons conclude an agreement, to subcontract such work on

an indefinite basis or for longer than 12 months, the parties to such agreement shall be in good standing with the Council each time that work is subcontracted under the agreement. A person who, despite the foregoing, subcontracts Building Industry work to another person who is not in good standing with the Council at the relevant time shall be jointly and severally liable if the subcontractor, in respect of any of its employees, fails to meet any obligations that it has under this Agreement."

5. CLAUSE 9: CONDITIONS OF SERVICE

Substitute the following for subclause (6)(a)(i):

"(i) The 2009/2010 annual building industry shut-down period shall commence at 17:00 on 18 December 2009 and end at 08:00 on 11 January 2010."

Add the following subclauses:

"(15) **Reducing of working hours**

If it becomes impossible to work the normal working hours per week, due to work shortages in the Industry, employees will be expected to work shorter hours.

(16) **Training period**

Employees shall be paid 50% of their normal wages during training, with full benefits payable. Should an employee be absent during the training period, benefits will only be paid for the total number of days he or she has attended the classes."

6. CLAUSE 10: REMUNERATION

Substitute subclause (1) with the following:

"(1) **Basic wage:**

The basic wage in the Industry shall be as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	Per hour	Per hour	Per hour	Per hour
(a) Cleaner	10,14	10,14	10,14	10,14
(b) General worker (Beginner)	11,41	11,41	11,41	11,41
(c) General worker	12,68	12,68	12,68	12,68
(d) Builder worker & Learner Category 4	13,95	13,95	13,95	13,95
(e) Builder worker & Learner Category 3	15,54	15,54	15,54	15,54
(f) Builder worker & Learner Category 2	17,40	17,40	17,40	17,40
(g) Builder worker & Learner Category 1	19,40	19,40	19,40	19,40
(h) Artisan: Painter, Carpet, Floor layer, Waterproofer and Crane operator	20,63	20,63	20,63	20,63
(i)(a) Artisan in all other trades	23,05	23,05	23,05	23,05
(b) Artisan in all other trades	25,36	25,36	25,36	25,36

(c) Artisan in all other trades	27,89	27,89	27,89	27,89
(d) Artisan in all other trades	30,68	30,68	30,68	30,68
(j) Guards (full time) Per day (9 hours)	per day 114,12	per day 114,12	per day 114,12	per day 114,12
(k) Drivers of motor vehicles and operators which are required to be in possession of a code: Per day (9 hours)	per day	per day	per day	per day
(1) B licence	125,55	125,55	125,55	125,55
(2) C1 licence	139,86	139,86	139,86	139,86
(3) C or EB or EC1 licence	156,60	156,60	156,60	156,60
(4) EC licence	174,60	174,60	174,60	174,60

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981, or the Skills Development Act, 1998: Provided further that the wages specified above for drivers/plant operators shall be payable if such employees have worked 42 hours in any week. If such employees have, however, worked less than 42 normal hours in any week, their wages for that week shall be calculated as follows: The above specified wages divided by 42 hours, multiplied by the actual number of normal working hours worked."

7. CLAUSE 13: FRINGE BENEFITS

Substitute the following for clause 13:

- "(1) Every employee who works the full contracted number of normal working hours on a normal working day or who is entitled to be off duty on a public holiday that falls on a normal working day shall be entitled to receive benefits in terms of this Agreement, and shall for the purposes of this Agreement be deemed to be an eligible employee: Provided that an employee who works for an employer on any normal working day, but is prevented from working the full normal working hours owing to circumstances beyond his control, or for any good reason accepted by his employer, shall also be deemed to be an eligible employee in respect of that day: Provided further that an employee who has been laid off in terms of clause 9(9) and (10) shall not be entitled to benefits. An employee who is not present for the first hour of a working day, due to circumstances beyond his control, shall also be deemed to be an eligible employee."
- (2) An employer shall purchase fringe benefits in the specified form from the Council for the purposes of making contributions specified in this Agreement in respect of eligible employees.
- (3) The Council shall keep a record in respect of these fringe benefits as purchased by the employer in respect of each employee in its employ. The employer shall indicate the purchase of such fringe benefits on the employee's wage envelope.
- (4) The Council may in its discretion issue separate fringe benefits in respect of each of the fund provided for in this Agreement, and may combine any such fringe benefits.
- (5) It is also provided that if an employer and the employees contract to work a compressed week, for example, to work all hours for a week in four days, the employee is eligible for benefits for 5 days.
- (6) Employers who pay more than the prescribed wages will be obligated to purchase the fringe benefit that is applicable to those wages.

- (7) If an employee fails to qualify for sick leave benefits because an employer has neglected or failed to pay contributions owing to him, such an employer shall be liable to pay an amount of money equal to that would have been payable to the employee as prescribed in the Basic Conditions of Employment Act (Act No. 75 of 1997) section 22(5)(a) and (b)."

8. CLAUSE 14: HOLIDAY FUND

Substitute the following for clause 14:

- "(1) The Holiday Fund is hereby continued and shall be continued to be administered by the Council for the purposes of providing eligible employees with leave pay for the period of annual leave in terms of clause 9(6). Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.
- (2) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per day	R per day	R per day	R per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	4,88	4,88	4,88	4,88
(ii) clause 10 (1) (b)	5,55	5,55	5,55	5,55
(iii) clause 10 (1) (c)	6,14	6,14	6,14	6,14
(iv) clause 10 (1) (d)	6,72	6,72	6,72	6,72
(v) clause 10 (1) (e)	7,48	7,48	7,48	7,48
(vi) clause 10 (1) (f)	8,40	8,40	8,40	8,40
(vii) clause 10 (1) (g)	9,33	9,33	9,33	9,33
(viii) clause 10 (1) (h)	9,92	9,92	9,92	9,92
(ix) clause 10 (1) (i) (1)	11,09	11,09	11,09	11,09
(x) clause 10 (1) (i) (2)	12,18	12,18	12,18	12,18
(xi) clause 10 (1) (i) (3)	13,44	13,44	13,44	13,44
(xii) clause 10 (1) (i) (4)	14,79	14,79	14,79	14,79
(xiii) clause 10 (1) (j)	6,14	6,14	6,14	6,14
(xiv) clause 10 (1) (k) (1)	6,72	6,72	6,72	6,72
(xv) clause 10 (1) (k) (2)	7,48	7,48	7,48	7,48
(xvi) clause 10 (1) (k) (3)	8,40	8,40	8,40	8,40
(xvii) clause 10 (1) (k) (4)	9,33	9,33	9,33	9,33

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified fringe benefits indicating the amount of the contribution made.
- (3) The Council shall determine a date before the commencement of the annual leave

period in terms of clause 9(6) upon which eligible employees shall receive payment of the amount standing to their credit in the Holiday Fund: Provided that no payment shall be made from the Holiday Fund –

- a) in respect of fringe benefits issued by an employer after 31 October of each year, which shall be deemed to have been issued in respect of the following year;
 - b) subject to subclause (7) prior to the date determined by the Council in terms of this clause.
- (4) In the event of an eligible employee's death, all amounts to his credit in the Holiday Fund shall be paid to his duly appointed nominee, if any. Should no nominee survive the employee, or should a surviving nominee fail to claim payment within twelve (12) months of the date of the employee's death, the amount to his credit shall be paid to his estate.
 - (5) Subject to subclause (4) above, the amount standing to an employee's credit in the Holiday Fund shall not be transferable.
 - (6) Notwithstanding this expiry or cancellation of this Agreement, the Council shall continue to administer the Holiday Fund until such time as it is liquidated or transferred to any other fund created for the purpose of providing annual leave pay to employees.
 - (7) In the event of the Council being wound up or dissolved, the Holiday Fund shall continue to be administered by the MBA North-Boland and the MBA West-Boland before the winding up of the Council. In the event of the MBA's North and West-Boland being unable to fulfil its duties for any reason, the parties shall appoint a trustee or trustees to carry out their duties, and for this purpose such trustee or trustees shall have the same powers as the committee.
 - (8) In the event of there being no Council in existence at the time of the expiry of this Agreement, the Holiday Fund shall be liquidated by the MBA's North and West-Boland or trustees appointed in terms of subclause (7) above.
 - (9) In the event of liquidation of the Holiday Fund in terms of subclause (7) or subclause (8) above, the balance of the moneys remaining after payment all claims against the Holiday Fund, including administration and liquidation expenses, shall be paid into the funds of the MBA's North and West-Boland. In the event of the Council's, having been wound up before the liquidation of the Holiday Fund, the balance of the moneys shall be distributed to the MBA's North and West Boland. immediately prior to such dissolution."

9. CLAUSE 15: RETIREMENT FUNDS

Substitute the following for clause 15:

- "(1) The pension fund known as the Building Industry Pension Fund and the provident fund known as the Building Industry Provident Fund ("the Retirement Funds") are hereby continued and shall be continued to be administered by the Council in accordance with the provision of the Act for the purpose of providing retirement benefits to employees in respect of whom contributions are made in terms of this clause, and the Council shall further be entitled to establish any other like fund or scheme which it deems fit for this purpose.
- (2) For the purpose of achieving the objects of this clause the Council shall be entitled to enter into any agreements it deems fit and shall further be entitled to make rules in respect of the operation and administration of any fund established in terms of this clause, which may be amended from time to time.
 - (3) All employees to whom this Agreement relates, shall in the manner determined by the Council from time to time, elect to join either the Pension Fund or the Provident Fund, and such decisions shall be final.

(4) Contributions by the employer:

- (a) Every employer shall contribute an amount to the Retirement Fund on behalf of each eligible employee in respect of each contribution day that the employee remains in his/her employ, which shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per day	R per day	R per day	R per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	12,86	12,86	12,86	12,86
(ii) clause 10 (1) (b)	14,45	14,45	14,45	14,45
(iii) clause 10 (1) (c)	16,05	16,05	16,05	16,05
(iv) clause 10 (1) (d)	17,64	17,64	17,64	17,64
(v) clause 10 (1) (e)	19,66	19,66	19,66	19,66
(vi) clause 10 (1) (f)	21,93	21,93	21,93	21,93
(vii) clause 10 (1) (g)	24,45	24,45	24,45	24,45
(viii) clause 10 (1) (h)	26,04	26,04	26,04	26,04
(ix) clause 10 (1) (i) (1)	29,07	29,07	29,07	29,07
(x) clause 10 (1) (i) (2)	32,01	32,01	32,01	32,01
(xi) clause 10 (1) (i) (3)	35,20	35,20	35,20	35,20
(xii) clause 10 (1) (i) (4)	38,73	38,73	38,73	38,73
(xiii) clause 10 (1) (j)	16,05	16,05	16,05	16,05
(xiv) clause 10 (1) (k) (1)	17,64	17,64	17,64	17,64
(xv) clause 10 (1) (k) (2)	19,66	19,66	19,66	19,66
(xvi) clause 10 (1) (k) (3)	21,93	21,93	21,93	21,93
(xvii) clause 10 (1) (k) (4)	24,45	24,45	24,45	24,45

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's fringe benefits indicating the amount of the contribution made.
- (c) If an employee fails to qualify for death, disability and/or funeral benefits in terms of the Pension or Provident Fund because an employer has neglected or failed to pay contributions owing to him/her in respect of the employee's membership, such employer shall be liable to pay such employee or his/her beneficiary an amount of money equal to the death, disability and/or funeral benefits that would have been payable to the employee under the rules of the applicable fund had the contributions been paid by the employer.
- (5) Subject to an eligible employee's right to nominate a beneficiary to receive any amounts which may become due to him in terms of the Retirement Funds in the event of his death before retirement, any pension/provident benefits accruing to an employee in terms of this Agreement shall not be transferable, and may not be ceded or pledged.
- (6) In the event of the Council's being dissolved, wound up or ceasing to operate during the currency of this Agreement, the parties shall appoint a trustee or trustees before such dissolution or winding up to perform the functions set out in this clause, which trustee or trustees shall have all the powers vested in the Council for this purpose."

10. CLAUSE 16: SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE BENEFIT FUND FOR THE BUILDING INDUSTRY

Substitute the following for clause 16:

- (1) The Sick Leave and Family Responsibility Leave Benefit Fund for the Building Industry ("the Fund") is hereby continued and shall continue to be administered by the Council for the purposes of recompensing employees during periods of absence from work owing to incapacity, and paying gratuities to employees in the event of permanent disability, and the recompensing of employees during period of absence owing to family responsibility leave, in accordance with the rules of the Fund.
- (2) The Fund shall be administered by the Council in accordance with the rules which it may make from time to time for this purpose ("the Rules") and all moneys of the Fund shall be administered, invested and paid out in accordance with the Rules, the Constitution of the Council and section 53(5) of the Act. Copies of the Rules should be submitted to the Director-General-Labour and shall be available for inspection at the offices of the Council.
- (3) **Contributions by the employer:**
- (a) Every employer shall contribute an amount to the Fund on behalf of each eligible employee in respect of each contribution day for which the employee remains in his/her employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per day	R per day	R per day	R per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,35	1,35	1,35	1,35
(ii) clause 10 (1) (b)	1,52	1,52	1,52	1,52
(iii) clause 10 (1) (c)	1,68	1,68	1,68	1,68
(iv) clause 10 (1) (d)	1,77	1,77	1,77	1,77
(v) clause 10 (1) (e)	2,02	2,02	2,02	2,02
(vi) clause 10 (1) (f)	2,27	2,27	2,27	2,27
(vii) clause 10 (1) (g)	2,52	2,52	2,52	2,52
(viii) clause 10 (1) (h)	2,61	2,61	2,61	2,61
(ix) clause 10 (1) (i) (1)	2,94	2,94	2,94	2,94
(x) clause 10 (1) (i) (2)	3,28	3,28	3,28	3,28
(xi) clause 10 (1) (i) (3)	3,53	3,53	3,53	3,53
(xii) clause 10 (1) (i) (4)	3,95	3,95	3,95	3,95
(xiii) clause 10 (1) (j)	1,68	1,68	1,68	1,68
(xiv) clause 10 (1) (k) (1)	1,77	1,77	1,77	1,77
(xv) clause 10 (1) (k) (2)	2,02	2,02	2,02	2,02
(xvi) clause 10 (1) (k) (3)	2,27	2,27	2,27	2,27
(xvii) clause 10 (1) (k) (4)	2,52	2,52	2,52	2,52

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day.

(4) Benefits

- (a) During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks as prescribed by the Basic Conditions of Employment Act, 1997.
- (b) Despite paragraph (a), during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked, as prescribed by the Basic Conditions Employment Act, 1997.
- (c) During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of subclause (a) by the number of days' sick leave taken in terms of subclause (b), as prescribed by the Basic Conditions of Employment Act, 1997.
- (d) Subject to clause 23 of the Basic Conditions of Employment Act, 1997, an employer must pay an employee for a day's sick leave-
- (i) the wage the employee would ordinarily have received for work on that day; and
 - (ii) on the employee's usual pay day.
- (e) An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this clause if-
- (i) the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick leave pay; and
 - (ii) the employee's entitlement to pay-
 - (aa) for any day's sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
 - (ab) for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of paragraph (b).
- (f) Benefits shall be paid in respect of normal working days and in respect of the public holidays referred to in clause 9(5) of this Agreement, should the public holiday referred to fall on a normal working day.
- (g) Notwithstanding the provisions of subclause (4) (a), (b), (c), (d), (e) and (f), a member shall be entitled to benefits from the Fund only if he has been certified by a medical practitioner as being unable to work owing to sickness or accident.

Rules of the Sick fund:

An employee shall receive payment in respect of each working day on which he is absent during a cycle of 36 months, commencing on 1 November owing to illness or accident.

The maximum number days is payable in a cycle of 36 months shall be 30 days. Notwithstanding the above, a member shall be entitled to one day's sick leave for every 20 contributions he has made during his first 6 months in the Building Industry.

A member shall be entitled to benefits from the Fund only if a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament has certified him as being unable to work owing to sickness or accident.

- The Fund must pay an employee for a day's sick leave owing to sickness or injury the wage the employee ordinarily has receive for work on that day.
- (h) Subject to the Rules of the Fund, an employee shall not be entitled to sick pay-
- (i) if he/she is absent form work owing to an accident which is compensable under the Compensation for Occupational Injuries and Diseases Act, 1993;
 - (ii) if his/her absence from work is related to the use of alcohol of illegal substances, or if he/she is incapacitated through sickness owing to his/her own negligence or misconduct;
 - (iii) if he/she fails to observe the instructions of a medical practitioner, or in the opinion of that practitioner, has aggravated his/her condition or retarded his/her recovery through his/her own actions;
 - (iv) if he/she suffers from injury in respect of which a third party is liable to or does pay compensation to him/her;
 - (v) while he/she undergoes treatment prescribed by any person other than a registered medical practitioner;
 - (vi) if he/she fails to provide the Council with any relevant information which it may require;
 - (vii) is he/she is found by the Council to be fit to resume his/her employment or to be permanently disabled, in which event he/she shall cease to be entitled to sick pay from a date fixed by the Council for this purpose.
 - (viii) If she takes maternity leave.
 - (ix) If he/she is unemployed or failed to contribute to the Fund.
- (i) If at any time the amount to the credit of the Fund drops below R100 000,00, payment shall cease and shall not be resumed until the amount to the credit of the Fund exceeds the amount of R200 000,00
- (j) The Fund shall be entitled to recover any amount paid to an employee-
- (i) in consequence of false information furnished to the Fund by or on behalf of that employee;
 - (ii) if the employee fails to notify the Fund timeously of any change of circumstances which could lead to the amount of benefits being reviewed or withdrawn, in which event the Fund may claim any money overpaid to the employee from him.
- (k) An employee who is eligible for benefits in terms of this clause shall be entitled to receive from the Fund a full benefit specified for his employee category in terms of this Agreement, in respect of every five (5) consecutive working days which he is unable to work on account of sickness or injury.

(l) Family responsibility leave

- (i) An employee shall receive payment in respect of three days' family responsibility leave at 100% of his prescribed rate of pay during a cycle of one year commencing on 1 January every year, and only in the following circumstances:
 - (aa) When the employee's child is born;
 - (bb) when the employee's child is sick;
 - (cc) in the event of the death of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (ii) Application for these benefits must be made on the Council's official application form and shall be subject to the submission of the necessary documentary proof, as deemed appropriate by the Council to substantiate the benefit claim.

- (m) In the event of expiration of this Agreement, the dissolution or winding up of the Council or a cessation of its operation, the provision of clause 14(8) and (9) relating to the Holiday Fund shall apply equally to this Fund.”

Substitute the following for clause 17:

“11. CLAUSE 17: SAVING FUND

- (1) The Saving Fund is hereby continued and shall be continued to be administered by Council.
- (2) **Contribution:** Every employer shall, on each pay day deduct from the wages due every day to each eligible employee the contribution calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,00	1,00	1,00	1,00
(ii) clause 10 (1) (b)	1,00	1,00	1,00	1,00
(iii) clause 10 (1) (c)	1,00	1,00	1,00	1,00
(iv) clause 10 (1) (d)	1,00	1,00	1,00	1,00
(v) clause 10 (1) (e)	1,00	1,00	1,00	1,00
(vi) clause 10 (1) (f)	1,00	1,00	1,00	1,00
(vii) clause 10 (1) (g)	1,00	1,00	1,00	1,00
(viii) clause 10 (1) (h)	1,00	1,00	1,00	1,00
(ix) clause 10 (1) (i) (1)	1,00	1,00	1,00	1,00
(x) clause 10 (1) (i) (2)	1,00	1,00	1,00	1,00
(xi) clause 10 (1) (i) (3)	1,00	1,00	1,00	1,00
(xii) clause 10 (1) (i) (4)	1,00	1,00	1,00	1,00
(xiii) clause 10 (1) (j)	1,00	1,00	1,00	1,00
(xiv) clause 10 (1) (k) (1)	1,00	1,00	1,00	1,00
(xv) clause 10 (1) (k) (2)	1,00	1,00	1,00	1,00
(xvi) clause 10 (1) (k) (3)	1,00	1,00	1,00	1,00
(xvii) clause 10 (1) (k) (4)	1,00	1,00	1,00	1,00

- (3) Every employer shall pay the contributions referred to in subclause (2) to the Council on the employee's normal pay day, and issue the employee with the Council's fringe benefits, indicating the amount of the contribution made.
- (4) The contribution referred to in subclause (3) shall be credited to the employee in the Saving Fund.
- (5) The Council may recover the costs of the administration of the Saving Fund (as determined by the Council from time to time).

- (6) The Council shall, at a date to be determined by the Council each year, pay the employee, together with any money due to him from the Holiday Fund (clause 14), the moneys standing to his credit in the Saving Fund less amounts deducted, if any, in terms of subclause(7).
- (7) The Council shall be entitled to deduct from the amount standing to the credit of any employee in the Saving fund, any amount outstanding (to maximum of a R100,00) in respect of trade union subscriptions payable by such employee who is a member of the trade union which is a party to this Agreement, and the amounts so deducted shall be paid over by the Council to the trade union concern.
- (8) Notwithstanding this expiry or cancellation of this Agreement, the Council shall continue to administer the Saving Fund until such time as it is liquidated or transferred to any other fund created for the purpose of providing annual leave pay to employees.
- (9) In the event of the Council's being wound up or dissolved, the Saving Fund shall continue to be administered by a committee appointed for that purpose by the parties before the winding up of the Council, which committee shall consist of an equal number of employer and employee representatives. In the event of such committee being unable to fulfil its duties for any reason, the parties shall appoint a trustee or trustees to carry out its duties, for this purpose such trustee or trustees shall have the same powers as the committee.
- (10) In the event of there being no Council in existence at the time of the expiry of this Agreement, the Saving Fund shall be liquidated by the committee or trustees appointed in terms of subclause (9) above.
- (11) In the event of liquidation of the Saving Fund in terms of subclause (8) or subclause (9) above, the balance of the moneys remaining after payment of all claims against the Saving Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council's having been wound up before the liquidation of the Saving Fund, the balance of the moneys shall be distributed in equal shares between the parties to the Council immediately prior to its dissolution."

12. CLAUSE 19: EXPENSES OF THE COUNCIL

Substitute the following for clause 19:

"(1) Contributions by the employer:

- (a) Every employer shall contribute an amount to the Council in respect of each eligible employee for each contribution day that the employee remains in his/her employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per day	R per day	R per day	R per day
Employees for whom wages are prescribed in- (i) clause 10 (1) (a)	1,60	1,60	1,60	1,60

(ii) clause 10 (1) (b)	1,77	1,77	1,77	1,77
(iii) clause 10 (1) (c)	2,02	2,02	2,02	2,02
(iv) clause 10 (1) (d)	2,19	2,19	2,19	2,19
(v) clause 10 (1) (e)	2,44	2,44	2,44	2,44
(vi) clause 10 (1) (f)	2,69	2,69	2,69	2,69
(vii) clause 10 (1) (g)	3,03	3,03	3,03	3,03
(viii) clause 10 (1) (h)	3,20	3,20	3,20	3,20
(ix) clause 10 (1) (i) (1)	3,62	3,62	3,62	3,62
(x) clause 10 (1) (i) (2)	3,95	3,95	3,95	3,95
(xi) clause 10 (1) (i) (3)	4,29	4,29	4,29	4,29
(xii) clause 10 (1) (i) (4)	4,71	4,71	4,71	4,71
(xiii) clause 10 (1) (j)	2,02	2,02	2,02	2,02
(xiv) clause 10 (1) (k) (1)	2,19	2,19	2,19	2,19
(xv) clause 10 (1) (k) (2)	2,44	2,44	2,44	2,44
(xvi) clause 10 (1) (k) (3)	2,69	2,69	2,69	2,69
(xvii) clause 10 (1) (k) (4)	3,03	3,03	3,03	3,03

(b) Every employer shall pay the specified amount to the Council on the employee's normal pay day.

(2) **Special levy by the employee:**

(a) Every employer may on each pay day deduct from the wages due every day to each eligible employee the amount that is specified below:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per day	R per day	R per day	R per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,01	1,01	1,01	1,01
(ii) clause 10 (1) (b)	1,18	1,18	1,18	1,18
(iii) clause 10 (1) (c)	1,26	1,26	1,26	1,26
(iv) clause 10 (1) (d)	1,35	1,35	1,35	1,35
(v) clause 10 (1) (e)	1,52	1,52	1,52	1,52
(vi) clause 10 (1) (f)	1,68	1,68	1,68	1,68
(vii) clause 10 (1) (g)	1,94	1,94	1,94	1,94
(viii) clause 10 (1) (h)	2,02	2,02	2,02	2,02
(ix) clause 10 (1) (i) (1)	2,27	2,27	2,27	2,27
(x) clause 10 (1) (i) (2)	2,44	2,44	2,44	2,44
(xi) clause 10 (1) (i) (3)	2,69	2,69	2,69	2,69
(xii) clause 10 (1) (i) (4)	2,94	2,94	2,94	2,94
(xiii) clause 10 (1) (j)	1,26	1,26	1,26	1,26
(xiv) clause 10 (1) (k) (1)	1,35	1,35	1,35	1,35
(xv) clause 10 (1) (k) (2)	1,52	1,52	1,52	1,52
(xvi) clause 10 (1) (k) (3)	1,68	1,68	1,68	1,68
(xvii) clause 10 (1) (k) (4)	1,94	1,94	1,94	1,94

- (b) Every employer shall pay the specified amounts to the Council as prescribed in subclause (1) hereof."

13. CLAUSE 20: TRADE UNION DEDUCTIONS

Substitute subclause 20 (1) (a) with the following:

"(1) Trade Union member subscriptions:

- (a) Each employer shall on each pay day deduct from the wages due every day to each eligible employee who is a member of the trade union which is party to this Agreement, the amount specified below:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,60	1,60	1,60	1,60
(ii) clause 10 (1) (b)	1,60	1,60	1,60	1,60
(iii) clause 10 (1) (c)	1,60	1,60	1,60	1,60
(iv) clause 10 (1) (d)	1,60	1,60	1,60	1,60
(v) clause 10 (1) (e)	1,60	1,60	1,60	1,60
(vi) clause 10 (1) (f)	1,60	1,60	1,60	1,60
(vii) clause 10 (1) (g)	1,60	1,60	1,60	1,60
(viii) clause 10 (1) (h)	1,60	1,60	1,60	1,60
(ix) clause 10 (1) (i) (1)	1,60	1,60	1,60	1,60
(x) clause 10 (1) (i) (2)	1,60	1,60	1,60	1,60
(xi) clause 10 (1) (i) (3)	1,60	1,60	1,60	1,60
(xii) clause 10 (1) (i) (4)	1,60	1,60	1,60	1,60
(xiii) clause 10 (1) (j)	1,60	1,60	1,60	1,60
(xiv) clause 10 (1) (k) (1)	1,60	1,60	1,60	1,60
(xv) clause 10 (1) (k) (2)	1,60	1,60	1,60	1,60
(xvi) clause 10 (1) (k) (3)	1,60	1,60	1,60	1,60
(xvii) clause 10 (1) (k) (4)	1,60	1,60	1,60	1,60"

14. CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

Substitute clause (21) (1) with the following:

- "(1) Every employer that is a party to this Agreement shall, on each pay day, in respect of each eligible employee in his/her employ during that contribution day, pay the Council an amount of R1,20 per day."

15. CLAUSE 22: WESTERN PROVINCE BUILDING AND ALLIED TRADERS' SICK FUND

Substitute subclause (1) (a) with the following:

- "(1) (a) Every employer shall on each pay day, deduct from the wages due every day to each eligible employee who is a member of the trade union which is a party to this Agreement, the amount specified below:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per day	R per day	R per day	R per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	-	-	-	-
(ii) clause 10 (1) (b)	-	-	-	-
(iii) clause 10 (1) (c)	-	-	-	-
(iv) clause 10 (1) (d)	0,90	0,90	0,90	0,90
(v) clause 10 (1) (e)	0,90	0,90	0,90	0,90
(vi) clause 10 (1) (f)	0,90	0,90	0,90	0,90
(vii) clause 10 (1) (g)	0,90	0,90	0,90	0,90
(viii) clause 10 (1) (h)	1,00	1,00	1,00	1,00
(ix) clause 10 (1) (i) (1)	1,00	1,00	1,00	1,00
(x) clause 10 (1) (i) (2)	1,00	1,00	1,00	1,00
(xi) clause 10 (1) (i) (3)	1,00	1,00	1,00	1,00
(xii) clause 10 (1) (i) (4)	1,00	1,00	1,00	1,00
(xiii) clause 10 (1) (j)	-	-	-	-
(xiv) clause 10 (1) (k) (1)	0,90	0,90	0,90	0,90
(xv) clause 10 (1) (k) (2)	0,90	0,90	0,90	0,90
(xvi) clause 10 (1) (k) (3)	0,90	0,90	0,90	0,90
(xvii) clause 10 (1) (k) (4)	0,90	0,90	0,90	0,90

16. CLAUSE 28: NOTICE BOARD

Substitute the following for sub clause (2):

- "(2) In the event of failure to display an acceptable notice board an employer will be given ten (10) days to display such board. If there is further non-compliance by the employer a fine of at least five hundred rand (R500,00) can be imposed."

17. CLAUSE 29: TRAINING FUND

Substitute subclause (1) with the following:

- "(1) Every employer who is a party to this Agreement shall, on each pay day, pay to the Council an amount of R0,60 per day in respect of each eligible employee in his/her employ during that contribution day."

SIGNED ON BEHALF OF THE PARTIES ON THIS 18th DAY OF AUGUST 2009.



D.E. SIMMONS
CHAIRMAN



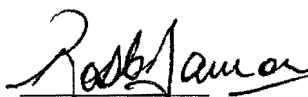
D.J. PHILLIPS
VICE-CHAIRMAN



P.A. BOTHA
MBA WEST BOLAND



K.D. MARAIS
MBA NORTH BOLAND



R.C. DAMON
BUILDING WORKERS UNION



L. ONTONG
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND

