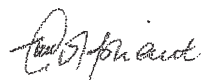


DEPARTMENT OF LABOUR**NO. R. 1111****13 NOVEMBER 2015****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE BUILDING INDUSTRY BLOEMFONTEIN:
EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notices R.221 of 29 February 2008 and R. 172 of 14 March 2014, by a further period ending 31 December 2016.


M N OLIPHANT
MINISTER OF LABOUR
17/09/2015

SCHEDULE

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)

AMENDMENT OF COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

Master Builders' and Allied Trades Association (Free State) (MBA (FS))

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

Amalgamated Union of Building Trade Workers of South Africa (AUBTW)

Noordelike Bouwerkersvakbond (NBV), and

National Union of Mine Workers (NUM)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being parties to the Bargaining Council for the Building Industry (Bloemfontein), to amend the Agreement published under Government Notice No. R. 221 of 29 February 2008 as amended by Government Notice No. R. 1324 of 12 December 2008, R. 1124 and R. 1125 of 04 December 2009 and R. 1163 of 10 December 2010, R. 985 of 2 December 2011, 24 February 2012, R.264 of 12 April 2013 and R172 of 14 March 2014.

1: SCOPE OF APPLICATION

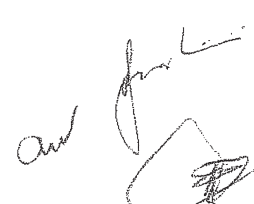
- (1) The terms and conditions of the Agreement shall be observed-
- (a) in the Magisterial District of Bloemfontein;
 - (b) by all employers who are members of the employers' organisation and by all employees who are members of the trade union(s);
 - (c) by all employers and employees to whom the Minister of Labour may extend this Agreement;
 - (d) by all employers and employees who are directly or indirectly involved in the Building Industry.



- (2) Notwithstanding the provisions of sub-clause (1) the terms of this Agreement shall apply to-
- (a) apprentices only in so far as the terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981 and the Skills Development Act, 1998, in so far as the terms are not inconsistent with the provisions of that Act or any conditions fixed thereunder;
 - (c) working partners, directors and owners of a building-related business.
- (3) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall not apply to-
- (a) clerical and administrative employees;
 - (b) university students and graduates in Building Science and to construction supervisors, construction surveyors, architects and other persons doing practical work in the completion of their academic training;
 - (c) casual employees as defined in clause 3;
 - (d) non-parties in respect of clause 1 (1) (b) and 2.

2: PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 December 2016.

Handwritten signature and a circular official stamp.

3. CLAUSE 8: REMUNERATION

Substitute Clause (1), (2)(a), (b) and (c) for the following:-

- (1) **Wages:** (a) General: No employer shall pay and no employee shall accept wages at rates lower than the following:

	<i>Cents</i>
	<i>per hour</i>
(i) Artisans	R40.77
(ii) General workers	R20.38

Calculation of wages: The weekly wage of an employee shall be his hourly wage multiplied by 40, in the case of artisans and all other categories of employees.

- (a) The increase for all category workers shall be 9% of the actual wage
- (b) (2) **Supplementary remuneration and contributions:** (a) Except in respect of a casual employee, every employer shall pay each week to the Secretary of the Council in respect of each category of employee, as stipulated below, the total sum prescribed in Column G hereunder: Provided that such sum shall be allocated as set out hereunder:

(i) Holiday Fund	Column A
(ii) Provident Fund	Column B
(iii) Contributions to Bargaining Council expenses	Column C
(iv) Trade Union subscriptions	Column D
(v) Wage Guarantee Fund	Column E
(vi) Funeral Benefit	Column F
(vii) TOTAL SUM	Column G

Employers	Per week						
	A	B	C	D	E	F	G
	R	R	R	R	R	R	R
All employees earning R20.38 up to and including R23.14 ph	100.40	162.40	2.40	-	0.45	0.49	266.14
All employees earning R23.15 up to and including R28.29 ph	110.00	184.80	2.40	-	0.45	0.49	298.14
All employees earning R28.30 up to and including R33.33 ph	134.00	226.40	2.40	-	0.45	0.49	363.74
All employees earning R33.34 up to and including R40.76 ph	162.80	266.40	2.40	-	0.45	0.49	432.54
All employees earning R40.77 up to and including R45.68 ph	196.40	325.60	2.40	5.00	0.45	0.49	530.34
All employees earning R45.69 and more ph	220.40	365.60	2.40	5.00	0.45	0.49	594.34

(b) Except in respect of a casual employee who works for an employer for less than four weeks, every employer shall deduct each week from the remuneration due to each employee, as stipulated below, the amount prescribed in Column E hereunder: Provided that such sum shall be allocated as set out hereunder:

- (i) Holiday Fund Column A
- (ii) Provident Fund Column B
- (iii) Contributions to Bargaining Council Column C
- (iv) Trade Unions Column D
- (iii) TOTAL SUM Column E

Employers	Per week				
	A	B	C	D	E
	R	R	R	R	R
All employees earning R20.38 up to and including R23.14 ph	100.40	162.40	0.20	-	263.00
All employees earning R23.15 up to and including R28.29 ph	110.00	184.80	0.20	-	295.00

Am

Employers	Per week				
	A	B	C	D	E
	R	R	R	R	R
All employees earning R20.38 up to and including R23.14 ph	100.40	162.40	0.20	-	263.00
All employees earning R23.15 up to and including R28.29 ph	110.00	184.80	0.20	-	295.00
All employees earning R28.30 up to and including R33.33 ph	134.00	226.40	0.20	-	360.60
All employees earning R33.34 up to and including R40.76 ph	162.80	266.40	0.20	-	429.40
All employees earning R40.77 up to and including R45.68 ph	196.40	325.60	0.20	5.00	527.20
All employees earning R45.69 and more ph	220.40	365.60	0.20	5.00	591.20

(c) Every employer shall, in addition to any remuneration to which an employee may be entitled in terms of clause 8 (1), pay such employee the total sum prescribed in Column C hereunder:

- (i) Holiday Fund Column A
- (ii) Provident Fund Contributions Column B
- (iii) TOTAL SUM Column C

Employers	Per hour		
	A	B	C
	C	C	C
All employees earning R20.38 up to and including R23.14 ph	2.51	2.03	4.54
All employees earning R23.15 up to and including R28.29 ph	2.75	2.31	5.06
All employees earning R28.30 up to and including R33.33 ph	3.35	2.83	6.18
All employees earning R33.34 up to and including R40.76 ph	4.07	3.33	7.40
All employees earning R40.77 up to and including R45.68 ph	4.91	4.07	8.98
All employees earning R45.69 and more	5.51	4.57	10.08

4. CLAUSE 8 : REMUNERATION

Substitute Clause (5)(a) and insert a sub-clause (b).:

5. **Allowances** : (a) An employee who is required to work away from his/her residence and who cannot return home after each working day, shall be paid a living away allowance of R50.00 per day in respect of each night spent away from his residence.

(b) Employees who are unable to work due to inclement weather must be paid for at least three (3) hours per day.

Substitute Clause 18 for the following:

18 : EXEMPTIONS

A Exemption

- (1) Any person subject to the constitution/agreement may apply for exemption
- (2) The authority of the Council is to consider applications for exemptions and grant exemptions.
- (3) The Council hereby establishes an exemptions body constituted of panelist appointed by the Council to consider all applications for exemptions of the Council's Collective Agreement.
- (4) The exemption body shall decide on an application for exemption **within 30 days** of receipt
- (5) Applications for Exemptions shall be in writing on the appropriate application form obtained from the council.
- (6) In scrutinising an application for exemption, the Exemption Body will consider the views expressed by the workforce, together with any other representations received in relation to that application.
- (7) In considering the application, the Exemptions Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following **exemption criteria**:
 - (a) The period for which the exemption is sought.
 - (b) The number of employees affected and how many of such employees are members of a registered trade union.
 - (c) Be accompanied by relevant supporting data and financial information.
 - (d) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application.
 - (e) Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application.
 - (e) An application for exemption shall not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document. Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application
 - (f) If the nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.
 - (h) The applicant's past record (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate.
 - (j) any precedent that might be set;
 - (k) it is fair to both the employer, its employees and other employees in the sector;
 - (l) it does not undermine this Agreement;
 - (m) it will make a material difference to the viability of a business;
 - (n) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses.
 - (o) the interest of the industry as regards:
 - (i) unfair competition;
 - (ii) collective bargaining;
 - (iii) potential for labour unrest;
 - (iv) increased employment;
 - (p) the interest of employees' as regards:
 - (i) exploitation;
 - (ii) job preservation;
 - (iii) sound conditions of employment;
 - (iv) possible financial benefits;

- (v) health and safety;
 - (vi) infringement of basic rights
 - (q) the interest of the employer as regards:
 - (i) financial stability;
 - (ii) impact on productivity;
 - (iii) future relationship with employees' trade union;
 - (iv) operational requirements
 - (r) any special circumstance that exist;
- (8) Upon receipt of a valid application by the Council it shall immediately refer the application to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- (9) In the event of the Exemptions Body granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision and shall have the right to appeal in writing against the decision to the Independent Body within 14 or 21 days from the date of being informed of the outcome.
- B Independent Body**
- (10) In terms of section 32(3)(e) of the Act, the Council establishes an Independent Body to hear and decide as soon as possible any appeal brought against the Exemptions Body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemption body or withdrawal of an exemption by the Council.
- (11) The Independent Body shall hear and decide and inform the applicant and the council as soon as possible and **not later than 30 days** after the appeal has been lodged against the decision of the exemptions body.
- (12) No representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Body.
- (13) In considering the application, the Independent Body shall take into consideration all relevant factors as stipulated in clause 7 above.
- (14) In the event of the Independent Body granting, partially granting or refusing to grant the appeal, the applicant shall be informed of the reasons for the decision within 14 or 21 days from the date of the decision.
- (14) If an exemption is granted or partially granted the Exemptions Body or Independent Body whichever the case might be, shall issue an exemption certificate, signed by its Chairman and Secretary, containing the following particulars:
- (a) the full name of the applicant(s) or enterprise concerned;
 - (b) the trade name;
 - (c) the provisions of the Agreement from which exemption has been granted;
 - (d) the period for which the exemption shall operate;
 - (e) the date of issue and from which the exemption shall operate;
 - (g) the condition(s) of the exemption granted
 - (h) the area in which the exemption applies
- (15) The Exemptions Body or Independent Body shall;
- (a) retain a copy of the certificate
 - (b) forward the original certificate to the Secretary of the Council; and
 - (c) a copy of the exemption certificate is sent to the applicant
- (16) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

- (17) Unless otherwise specified in the certificate of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.
- (18) The Council may withdraw the exemption at its discretion and inform the applicant of the reasons of such withdrawal.

Thus done and signed at Bloemfontein on this 10th November 2014 for and on behalf of the Bargaining Council for the Building Industry (Bloemfontein).



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L HLAELE
CHAIRPERSON OF THE COUNCIL



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G P NEIL
VICE-CHAIRPERSON OF THE COUNCIL



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A C M VAN VUUREN
SECRETARY

