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**CONTENTS****INHOUD**

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
<b>GOVERNMENT NOTICES</b>			<b>GOEWERMENSKENNISGEWINGS</b>		
<b>Labour, Department of</b>			<b>Arbeid, Departement van</b>		
<i>Government Notices</i>			<i>Goewermentskennisgewings</i>		
R. 1029			R. 1029		
Labour Relations Act (66/1995): Bargaining Council for the Building Industry (Bloemfontein): Extension of Amendment of Collective Agreement to Non-parties.....	4	32674	Wet op Arbeidsverhoudinge (66/1995): Bedingsraad vir die Bounywerheid (Bloemfontein): Uitbreiding van Wysiging van Kollektiewe Ooreenkoms na Nie- partye .....	22	32674
R. 1030			R. 1030		
do.: Cancellation of Government Notices: Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal: Main Collective Agree- ment for the Metro Areas .....	40	32674	do.: Intrekking van Goewermentskennis- gewings: Bedingsraad vir die Meubel- nywerheid, KwaZulu-Natal: Hoof Kolle- tiewe Ooreenkoms vir die Metro Gebiede	40	32674
R. 1031			R. 1031		
do.: Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal: Extension to Non-parties of Main Collective Re-enacting and Amending Agreement for the Metro Areas.....	41	32674	do.: Bedingsraad vir die Meubel- nywerheid, KwaZulu-Natal: Uitbreiding na Nie-partye van Hoof Kollektiewe Herbekragtiging-en Wysigingsooreen- koms vir die Metro Gebiede .....	42	32674

**IMPORTANT ANNOUNCEMENT**

**Closing times** **PRIOR TO PUBLIC HOLIDAYS** for  
**GOVERNMENT NOTICES, GENERAL NOTICES,**  
**REGULATION NOTICES AND PROCLAMATIONS** **2009**

The closing time is **15:00** sharp on the following days:

- ▶ **10 December**, Thursday, for the issue of Friday **18 December 2009**
- ▶ **15 December**, Tuesday, for the issue of Thursday **24 December 2009**
- ▶ **21 December**, Monday, for the issue of Thursday **31 December 2009**
- ▶ **30 December**, Wednesday, for the issue of Friday **8 January 2010**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

**BELANGRIKE AANKONDIGING**

**Sluitingstye** **VOOR VAKANSIEDAE** vir  
**GOEWERMENTS-, ALGEMENE- & REGULASIE-**  
**KENNISGEWINGS ASOOK PROKLAMASIES** **2009**

Die sluitingstyd is stiptelik **15:00** op die volgende dae:

- ▶ **10 Desember**, Donderdag, vir die uitgawe van Vrydag **18 Desember 2009**
- ▶ **15 Desember**, Dinsdag, vir die uitgawe van Donderdag **24 Desember 2009**
- ▶ **21 Desember**, Maandag, vir die uitgawe van Donderdag **31 Desember 2009**
- ▶ **30 Desember**, Woensdag, vir die uitgawe van Vrydag **8 Januarie 2010**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n **APARTE Staatskoerant** verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

**GOVERNMENT NOTICES  
GOEWERMENTSKENNISGEWINGS**

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**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 to 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 Per hour	R Per hour	R Per hour	R 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, Waterproofing 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)				
(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	R	R	R
	per day	per day	per day	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	R	R	R
	per day	per day	per day	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 per day	R per day	R per day	R 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	R	R	R
	per day	per day	per day	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):

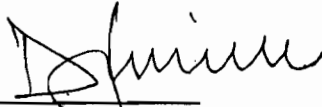
- "(2) In the event of failure to display an acceptable notice board an employer will be given ten (10) days to display such board. If there is further non-compliance by the employer a fine of at least five hundred rand (R500,00) can be imposed."

### 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



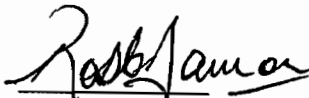
D.J. PHILLIPS  
VICE-CHAIRMAN



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



No. R. 1029

6 November 2009

**WET OP ARBEIDSVERHOUDINGE, 1995****BEDINGINGSRAAD VIR DIE BOUNYWERHEID (BLOEMFONTEIN):  
UITBREIDING VAN WYSIGING VAN  
KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn, en wat in die **Bedingingsraad vir die Bounywerheid (Bloemfontein)** aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 16 November 2009 en vir die tydperk wat op 31 Oktober 2009 eindig.

**MMS MDLADLANA**  
**MINISTER VAN ARBEID**

**BYLAE  
BOUBEDINGINGSRAAD NOORD EN WES BOLAND**

**KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, Wet No. 66 van 1995, gesluit deur en aangegaan tussen die

**Meesterbouers-Assosiasie, Noord Boland  
Meesterbouers-Assosiasie Wes Boland**

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant en die

**Bouwerkers Unie**

(hierna die "werknemers" of die "vakbond" genoem), aan die ander kant, wat die partye is by die Boubedingingsraad Noord- en Wes-Boland, tot die wysiging van die Kollektiewe Ooreenkoms, uitgebrei na nie-partye, gepubliseer by Goewermentskennisgewing No. R. 1011 van 26 Oktober 2007, soos gewysig en uitgebrei by Goewermentskennisgewing No. R 1012 van 26 Oktober 2007 en R. 1174 van 7 November 2008.

**1. TOEPASSINGSBESTEK**

- (1) Hierdie Ooreenkoms moet nagekom word-
- (a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakbond;
  - (b) in die landrostdistrikte Ceres, Hopefield, Montagu, Moorreesburg, Piketberg, Robertson, Swellendam, Tulbagh, Vredenburg en Worcester.
- (2) Ondanks die bepalings van subklousule (1), is hierdie Ooreenkoms van toepassing op-
- (a) slegs die klasse werknemers vir wie lone in die Ooreenkoms voorgeskryf word;
  - (b) vakleerlinge en leerlinge slegs vir sover die bepalings nie onbestaanbaar is nie met die Wet op Mannekrageopleiding, 1981, en die Wet op Vaardighedsontwikkeling, 1998, of met enige voorwaardes wat daarkragtens gestel is;
  - (c) slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.
- (3) Ondanks die bepalings van subklousule (1) (a), is hierdie Ooreenkoms nie van toepassing nie op-
- (a) klerke en administratiewe personeel;
  - (b) universiteitstudente en gegradueerdes in die bouwetenskap en konstruksie-opmeters en sodanige ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
  - (c) voormanne of algemene voormanne;
  - (d) nie-partye ten opsigte van klousule 1(1) (a) en 1(A) van hierdie Ooreenkoms.

**1A. GELDIGHEIDSUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel as die effektiewe datum waarop die Ooreenkoms vir nie-partye blindend word, of op die datum waarop die Minister weler om die Ooreenkoms na nie-partye uit te brei, en bly van krag tot 31 Desember 2010.

## 2. KLOUSULE 4: WOORDOMSKRYWING

Die definisies van **ambagsman kategorie 3**, **ambagsman kategorie 3A**, **ambagsman kategorie 2** en **ambagsman kategorie 1** en toepassing daarvan word geskrap, en word vervang met die volgende:

**“Ambagsman (Verwer, Mat en Vloerlêer, waterdigter en Hyskraanoperateur)** iemand wat sodanig geregistreer is in gevolge klousule 7 (4) van hierdie Ooreenkoms en wat geskoolde werk soos omskryf kan verrig.

**“Ambagsman in alle ander ambagte”** iemand wat sodanig geregistreer is in gevolge klousule 7 (4)(b) van hierdie Ooreenkoms en wat geskoolde werk soos omskryf kan verrig.”

## 3. KLOUSULE 7: REGISTRASIE VAN WERKNEMERS

Vervang subklousule (3) met die volgende:

### “(3) Bouwerkers

- (a) 'n Persoon in 'n bepaalde kategorie moet as 'n bouwerker in daardie kategorie geregistreer word onder die volgende omstandighede:
- (i) ten opsigte van Kategorie 4, enige persoon wat-
    - (aa) geag word gekwalifiseer te wees as 'n operateur van 'n hystoestel of 'n stortwabestuurder of 'n vervaardigingswerker; of
    - (ab) geregistreer is as 'n leerlingbouwerker Kategorie 4, en wat nie geslaag het om te kwalifiseer vir registrasie as 'n leerlingbouwerker Kategorie 3 nie;
  - (ii) ten opsigte van Kategorie 3, enige persoon wat-
    - (aa) geag word gekwalifiseer te wees as 'n operateur van 'n vloerskuurmasjien of as 'n operateur van 'n klip- en terazzo-poleerder; of
    - (ab) geregistreer is as 'n leerlingbouwerker Kategorie 3, en wat nie geslaag het om te kwalifiseer vir registrasie as 'n leerlingbouwerker Kategorie 2 nie;
  - (iii) ten opsigte van Kategorie 2, enige persoon wat-
    - (aa) geregistreer is as 'n skrynwermonteur ingevolge die bepalings van die Vorige Ooreenkoms van die Raad; of
    - (ab) 'n kontrak van leerlingskap ingevolge hierdie Ooreenkoms as 'n skrynwermonteur voltooi het en 'n vakoets, goedgekeur en erken deur die Raad, geslaag het; of
    - (ac) geregistreer is as 'n leerlingbouwerker Kategorie 2, en wat nie geslaag het om te kwalifiseer vir registrasie as 'n leerlingbouwerker Kategorie 1 nie;
  - (iv) ten opsigte van Kategorie 1, enige persoon wat
    - (aa) geag word gekwalifiseer te wees as 'n vorkhyseroperateur, of 'n laai- en slootgraafoperateur; of
    - (ab) geregistreer is as 'n bloklêer of 'n glaswerker ingevolge die bepalings van die Vorige Ooreenkoms van die Raad; of
    - (ac) 'n kontrak van leerlingskap ingevolge hierdie Ooreenkoms as 'n bloklêer of 'n glaswerker voltooi het en 'n vakoets, goedgekeur en erken deur die Raad, geslaag het; of
    - (ad) geregistreer is as 'n leerlingbouwerker Kategorie 1 tensy hy die vereiste vakoets geslaag het.
- (b) Aansoek om registrasie in enige van die bogenoemde kategorieë moet aan die Raad gerig word op die wyse bepaal deur die Raad.



- (c) 'n Bouwerker Kategorie 1 word nie as 'n ambagsman geregistreer nie, tensy hy die vereiste vaktoets geslaag het.
- (d) Die Raad moet die bouwerker in 'n register registreer, en die bouwerker is geregtig om die fasette van geskoolde werk te verrig wat binne die modules val waarin hy 'n vaardigheidsvlak binne die ambagkategorie waarvoor hy geregistreer is, bereik het.
- (e) Die bouwerker is geregtig op die betaling van lone ooreenkomstig die loon gespesifiseer vir sy kategorie by klousule 10 (1) van hierdie Ooreenkoms."

Vervang subklousule (4) met die volgende:

#### "(4) Ambagsman

- (a) **Ambagsman:** Verwer, Mat en Vloerleër, Waterdigter en hyskraanoperateursiektes  
Enige persoon wat-
  - (i) of geregistreer is as 'n ambagsman ingevolge die bepalings van hierdie Ooreenkoms van die Raad;
  - (ii) of gewerk het as geskoolde werker in die Bounywerheid in of buite die toepassingsbestek van die Raad, en wat 'n vlak van bevoegdheid bereik het gelyk aan dit wat van 'n ambagsman vereis word en wat geslaag het in 'n vaktoets goedgekeur deur die Raad;
  - (iii) of buite die toepassingsbestek van die Raad as 'n geskoolde werker gewerk het, aan die Raad die dokumentêre en ander bewyse lewer wat die Raad nodig ag om die bevoegdheid van die applikant te staaf; moet by aansoek by die Raad op die wyse soos deur die Raad bepaal, geregistreer word as 'n ambagsman

#### (b) Ambagsman in alle ander ambagte:

Enige persoon wat-

- (i) of geregistreer is as 'n ambagsman ingevolge die bepalings van hierdie Ooreenkoms van die Raad;
- (ii) of gewerk het as geskoolde werker in die Bounywerheid in of buite die toepassingsbestek van die Raad, en wat 'n vlak van bevoegdheid bereik het gelyk aan dit wat van 'n ambagsman vereis word en wat geslaag het in 'n vaktoets goedgekeur deur die Raad;
- (iii) of buite die toepassingsbestek van die Raad as 'n geskoolde werker gewerk het, aan die Raad die dokumentêre en ander bewyse lewer wat die Raad nodig ag om die bevoegdheid van die applikant te staaf; moet by aansoek by die Raad op die wyse soos deur die Raad bepaal, geregistreer word as 'n ambagsman."

#### 4. KLOUSULE 8: INDIENSNEMINGSSTANDAARDE

Vervang subklousule (5)(b)(3) met die volgende:

"Geen persoon mag 'n ooreenkoms gemik op die subkontraktering van Bounywerheidswerk met 'n ander persoon aangaan nie, tensy beide persone werkgewers is wat ten tyde van die aangaan van die ooreenkoms goeie aansien by die Raad het: Met dien verstande dat waar persone ooreenkom om vir 'n onbepaalde tydperk of vir 'n tydperk langer as 12 maande werk te subkontraakteer, die partye by so 'n ooreenkoms goeie aansien by die Raad moet hê, elke keer as gesubkontraakteer word ingevolge die ooreenkoms. 'n Persoon wat, ten spyte van die voorgaande, Bounywerheidswerk aan 'n ander persoon subkontraakteer wat op die

bepaalde tydstip nie goeie aansien by die Raad het nie, is gesamentlik en afsonderlik aanspreeklik indien die subkontraakteur, ten opsigte van enige van sy werknemers, versuim om enige van die verpligtinge ingevolge hierdie Ooreenkoms of 'n bindende arbitrasietoekenning waarby diensvoorwaardes en –bedinge ooreenkomstig die Wet of Basiese Diensvoorwaardes, 1997, gereël word, na te kom.”

## 5. KLOUSULE 9 : DIENSVOORWAARDES

Vervang subklousule (6)(a)(i) met die volgende:

“(i) Die 2009/2010 jaarlikse sluitingstydperk van die bounywerheid begin om 17:00 op 18 Desember 2009 en eindig om 08:00 op 11 Januarie 2010.”

Voeg die volgende subklousules by:

### “(15) Vermindering van werksure

Indien dit onmoontlik raak om die normale ure per week te werk as gevolg van enige werkstekorte in die bedryf, kan daar van werknemers verwag word om korter ure te werk.

### (16) Opleidingsperiode

Werknemers sal tydens opleiding 50% van hul normale loon betaal word, met volle voordele. Indien 'n werknemer nie gereeld sy klasse soos geskeduleerd bywoon nie, sal voordele net betaal word vir die aantal dae wat hy of sy klasse bygewoon het.”

## 6. KLOUSULE 10: BESOLDIGING

Vervang subklousule (1) met die volgende:

“(1) **Basiese loon:** Die basiese loon in die Nywerheid is soos volg:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	per uur	per uur	per uur	per uur
(a) Skoonmaker	10,14	10,14	10,14	10,14
(b) Algemene werker (Beginner)	11,41	11,41	11,41	11,41
(c) Algemene werker	12,68	12,68	12,68	12,68
(d) Bouwerker & Leerling Kategorie 4	13,95	13,95	13,95	13,95
(e) Bouwerker & Leerling Kategorie 3	15,54	15,54	15,54	15,54
(f) Bouwerker & Leerling Kategorie 2	17,40	17,40	17,40	17,40
(g) Bouwerker & Leerling Kategorie 1	19,40	19,40	19,40	19,40
(h) Ambagsman: Verwer, Mat en Vloerlêers, Waterdigter en Hyskraanoperateurs	20,63	20,63	20,63	20,63
(i)(a) Ambagsman in alle ander ambagte	23,05	23,05	23,05	23,05
(b) Ambagsman in alle ander ambagte	25,36	25,36	25,36	25,36
(c) Ambagsman in alle ander ambagte	27,89	27,89	27,89	27,89
(d) Ambagsman in alle ander ambagte	30,68	30,68	30,68	30,68
	per dag	per dag	per dag	per dag

(j) Wagte (voltyds): Per dag 9 ure	114,12 per dag	114,12 per dag	114,12 per dag	114,12 per dag
(k) Voertuigbestuurders en operateurs van kragaangedrewe masjinerie wat in besit moet wees van 'n kode: Per dag 9 ure				
(1) B lisensie	125,55	125,55	125,55	125,55
(2) C1 lisensie	139,86	139,86	139,86	139,86
(3) C of EB of EC1 lisensie	156,60	156,60	156,60	156,60
(4) EC lisensie	174,60	174,60	174,60	174,60

Met dien verstande dat voormelde lone nie minder mag wees nie as die voorgeskrewe lone ingevolge die Wet op Mannekrageopleiding, 1981 of die Wet op Vaardigheidsontwikkeling, 1998.: Met dien verstande voorts dat die lone hierbo gespesifiseer vir drywer/masjienoperateurs betaalbaar is indien sodanige werknemers 42 gewone werkure, in enige week gewerk het. Indien sodanige werknemers egter minder as 42 gewone werkure in enige week gewerk het, moet hul loon vir die spesifieke week soos volg bereken word: Bogenoemde gespesifiseerde lone gedeel deur 42 uur, vermenigvuldig met die werklike getal gewone werkure gewerk."

## 7. KLOUSULE 13: BYVOORDELE

Vervang klousule (13) met die volgende:

- "(1) Elke werknemer wie die volle ooreengekome aantal ure op 'n normale werksdag werk, of wat geregtig is om af diens te wees, op 'n publieke vakansiedag, wat op 'n normale werksdag val, sal geregtig wees om voordele te ontvang ingevolge hierdie Ooreenkoms en sal vir die doeleindes van hierdie Ooreenkoms 'n geskikte werknemer geag word: Met dien verstande dat 'n werknemer wat vir 'n werkgewer op enige normale werksdag werk, verhoed word om die volle normale werksure te werk, a.g.v. omstandighede buite sy beheer; of vir enige goeie rede aanvaar deur sy werkgewer, sal ook geag 'n geskikte werknemer te wees, t.o.v. die bepaalde dag: Met dien verstande dat 'n werknemer wat afgelê is in terme van klousule 9(9) en (10), nie geregtig is op voordele nie. 'n Werknemer wat vir die eerste uur nie in diens van sy/haar werkgewer is nie, as gevolg van omstandighede buite sy beheer, sal ook geag 'n geskikte werknemer te wees.
- (2) 'n Werkgewer moet byvoordele aankoop op 'n wyse deur die Raad vir die doel bepaal om bydraes soos bepaal in die Ooreenkoms ten opsigte van "geskikte werknemers" te doen.
- (3) Die Raad moet 'n rekord hou ten opsigte van die byvoordele soos aangekoop deur die werkgewer ten opsigte van werknemers in diens. Die werkgewer moet sodanige aankope van byvoordele op die werknemer se loonkoeverte aandui.
- (4) Die Raad kan volgens sy oordeel afsonderlike byvoordele uitreik ten opsigte van elkeen van die fondse waarvoor daar voorsiening gemaak is in hierdie Ooreenkoms, en kan sulke byvoordele kombineer.
- (5) Daar word ook bepaal dat indien 'n werkgewer en sy werknemer ooreengekom het om 'n saamgeperste week te werk bv.: die werknemer werk sy volle weeklikse ure in vier dae, sodanige werknemer op vyf dae se voordele geregtig is.
- (6) Werkgewers wat hul werknemers meer as die voorgeskrewe loon betaal, sal verplig wees om die byvoordele te betaal wat gepaardgaan met daardie loon.
- (7) Indien 'n werknemer ingevolge die Siekefondsreëls nie kwalifiseer nie deurdat die werkgewer versuim of in gebreke gebly het om die bydrae te betaal waarop die werknemer geregtig is, is sodanige werkgewer aanspreeklik om aan sodanige werknemer 'n bedrag te betaal wat gelykstaande is aan wat hy/sy sou ontvang het, soos voorgeskryf in artikel 22(5)(a) en (b) van die Wet op Basiese Diensvoorwaardes, 1997."

### 8. KLOUSULE 14: VAKANSIEFONDS

Vervang klousule (14) deur die volgende:

- (1) Die Vakansiefonds word hierby voortgesit en gaan voort om deur die Raad geadminestreer te word met die doel om geskikte werknemers te voorsien van verlofbetaling vir die tydperk van die jaarlikse verloftydperk ingevolge klousule 9(6). Gelde deur die werkgewers bygedra tot die Fonds, moet belê word soos bepaal ingevolge artikel 53 (5) van die Wet.
- (2) **Bydraes deur die werkgewer:** (a) 'n Werkgewer moet namens 'n geskikte werknemer 'n bedrag tot die vakansiefonds bydra ten opsigte van elke normale werkdag wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken moet word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	per dag	per dag	per dag	per dag
<b>Werknemers vir wie lone voorgeskryf word in-</b>				
(i) klousule 10 (1) (a)	4,88	4,88	4,88	4,88
(ii) klousule 10 (1) (b)	5,55	5,55	5,55	5,55
(iii) klousule 10 (1) (c)	6,14	6,14	6,14	6,14
(iv) klousule 10 (1) (d)	6,72	6,72	6,72	6,72
(v) klousule 10 (1) (e)	7,48	7,48	7,48	7,48
(vi) klousule 10 (1) (f)	8,40	8,40	8,40	8,40
(vii) klousule 10 (1) (g)	9,33	9,33	9,33	9,33
(viii) klousule 10 (1) (h)	9,92	9,92	9,92	9,92
(ix) klousule 10 (1) (i) (1)	11,09	11,09	11,09	11,09
(x) klousule 10 (1) (i) (2)	12,18	12,18	12,18	12,18
(xi) klousule 10 (1) (i) (3)	13,44	13,44	13,44	13,44
(xii) klousule 10 (1) (i) (4)	14,79	14,79	14,79	14,79
(xiii) klousule 10 (1) (j)	6,14	6,14	6,14	6,14
(xiv) klousule 10 (1) (k) (1)	6,72	6,72	6,72	6,72
(xv) klousule 10 (1) (k) (2)	7,48	7,48	7,48	7,48
(xvi) klousule 10 (1) (k) (3)	8,40	8,40	8,40	8,40
(xvii) klousule 10 (1) (k) (4)	9,33	9,33	9,33	9,33

- (b) Elke werkgewer moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die gespesifiseerde byvoordele, ter waarde van die bydrae gemaak, aan die werknemer uitreik.
- (3) Die Raad moet 'n datum bepaal voor die aanvang van die jaarlikse verloftydperk ingevolge klousule 9 (6) waarop geskikte werknemers betaling moet ontvang vir die bedrag wat tot hulle krediet in die Vakansiefonds staan: Met dien verstande dat geen betaling uit die Vakansiefonds gemaak mag word nie -
- (a) ten opsigte van byvoordele deur die werkgewer uitgereik na 31 Oktober elke jaar, welke byvoordele geag word ten opsigte van die volgende jaar uitgereik te wees;
- (b) behoudens subklousule (7), voor die datum soos bepaal deur die Raad ingevolge hierdie klousule.

- (4) In die geval van 'n geskikte werknemer se dood, moet alle gelde tot sy krediet in die Vakansiefonds aan sy behoorlik benoemde bevoordeelde betaal word, as daar is. Indien geen benoemde bevoordeelde die werknemer oorleef nie, of indien die oorlewende bevoordeelde in gebreke bly om die betaling binne 12 maande vanaf die datum van die werknemer se dood te eis, word die bedrag tot sy krediet aan sy boedel betaal.
- (5) Behoudens subklousule (4) hierbo, is die bedrag tot die werknemer se krediet in die Vakansiefonds nie oordraagbaar nie.
- (6) Ondanks die verstryking of kansellering van hierdie Ooreenkoms gaan die Raad voort om die Vakansiefonds te bestuur totdat dit gelikwider of oorgeplaas is na enige ander fonds wat vir die doel van die voorsiening vir jaarlikse verlofbetaling aan werknemers geskep is.
- (7) In die geval waar die Raad ontbind of ophou om te funksioneer, moet die Vakansiefonds voortgaan om bestuur te word deur die MBA Noord-Boland en die MBA Wes-Boland, voor die ontbinding of sluiting van die Raad, In die geval waar die MBA's Noord en Wes-Boland nie in staat is om sy pligte om enige rede na te kom nie, moet die partye 'n trustee of trustees aanstel om die pligte van die MBA Noord-Boland en MBA Wes-Boland te vervul, en vir hierdie doel het sodanige trustees dieselfde bevoegdhede as die komitee.
- (8) In die geval waar daar geen Raad bestaan ten tyde van die verstryking van hierdie ooreenkoms nie, moet die Vakansiefonds gelikwider word deur die MBA's Noord en Wes-Boland of trustee soos aangestel ingevolge subklousule (7).
- (9) In die geval van die likwidasië van die Vakansiefonds ingevolge subklousule (7) of subklousule (8) hierbo moet die oorblywende gedeelte van die gelde, na die betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en die likwidasië-uitgawes, oorbetaal word in die MBA's Noord en Wes-Boland se rekening. In die geval waar die Raad gelikwider is voor die likwidasië van die Vakansiefonds, moet die oorblywende gelde aan die MBA's Noord en Wes-Boland betaal word, soos hulle bestaan het onmiddellik voor die ontbinding."

## 9. KLOUSULE 15: AFTREEFONDSE

Vervang klousule (15) deur die volgende:

- "(1) Die pensioenfonds bekend as die Bounywerheidspensioenfonds en die voorsorgfonds bekend as die Bounywerheidvoorsorgfonds ("die Aftredingsfondse") word hierby voortgesit en word steeds bestuur deur die Raad ooreenkomstig die Wet met die doel om aftreevoordele te voorsien vir werknemers ten opsigte van wie bydraes gemaak is ingevolge hierdie klousule, en die Raad is voorts daarop geregtig om enige ander soortgelyke fonds of skema te stig wat hy vir hierdie doel goeddink.
- (2) Vir die doel van die bereiking van die doelstellings van hierdie klousule is die Raad daarop geregtig om ooreenkomste te sluit en is verder daarop geregtig om reëls ten opsigte van die uitvoering en administrasie van enige fonds daargestel ingevolge hierdie klousule, op te stel, wat van tyd tot tyd gewysig kan word.
- (3) Alle werknemers op wie hierdie Ooreenkoms betrekking het, moet op die wyse soos van tyd tot tyd deur die Raad bepaal, die keuse uitoefen om by die pensioenskema of die voorsorgfonds aan te sluit, en hierdie besluit is finaal.
- (4) **Bydraes deur die werkgewer:**
  - (a) Elke werkgewer moet 'n bedrag tot die Aftreefondse bydra namens elke geskikte werknemer ten opsigte van elke normale werkdag wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken moet word.

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R per dag	R per dag	R per dag	R per dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	12,86	12,86	12,86	12,86
(ii) klousule 10 (1) (b)	14,45	14,45	14,45	14,45
(iii) klousule 10 (1) (c)	16,05	16,05	16,05	16,05
(iv) klousule 10 (1) (d)	17,64	17,64	17,64	17,64
(v) klousule 10 (1) (e)	19,66	19,66	19,66	19,66
(vi) klousule 10 (1) (f)	21,93	21,93	21,93	21,93
(vii) klousule 10 (1) (g)	24,45	24,45	24,45	24,45
(viii) klousule 10 (1) (h)	26,04	26,04	26,04	26,04
(ix) klousule 10 (1) (i) (1)	29,07	29,07	29,07	29,07
(x) klousule 10 (1) (i) (2)	32,01	32,01	32,01	32,01
(xi) klousule 10 (1) (i) (3)	35,20	35,20	35,20	35,20
(xii) klousule 10 (1) (i) (4)	38,73	38,73	38,73	38,73
(xii) klousule 10 (1) (j)	16,05	16,05	16,05	16,05
(xiv) klousule 10 (1) (k) (1)	17,64	17,64	17,64	17,64
(xv) klousule 10 (1) (k) (2)	19,66	19,66	19,66	19,66
(xvi) klousule 10 (1) (k) (3)	21,93	21,93	21,93	21,93
(xvii) klousule 10 (1) (k) (4)	24,45	24,45	24,45	24,45

- (b) Elke werkgewer moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die byvoordele ter waarde van die bydrae gemaak, uitreik.
- (c) Indien 'n werknemer ingevolge die Pensioen- of Voorsorgfonds nie vir sterfte-, ongeskiktheids- en/of begrafnisvoordele kwalifiseer nie deurdat die werkgewer versuim of in gebreke gebly het om die bydraes te betaal waarop die werknemer geregtig is ten opsigte van die werknemer se lidmaatskap, is sodanige werkgewer aanspreeklik om aan sodanige werknemer of sy/haar begunstigde 'n bedrag te betaal wat gelykstaande is aan die sterfte-, ongeskiktheids- en/of begrafnisvoordele wat ingevolge die reëls van die betrokke fonds aan die werknemer betaal sou word indien die bydraes wel deur die werkgewer betaal is.
- (5) Behoudens 'n geskikte werknemer se reg om 'n bevoordeelde te benoem om enige bedrae wat aan hom betaalbaar mag word ingevolge die Aftredingsfondse te ontvang in die geval van sy dood voor aftrede, is enige aftreevoordele wat toeval aan 'n werknemer ingevolge hierdie Ooreenkoms, nie oordraagbaar nie en mag nie gesedeer of verpand word nie.
- (6) In die geval waar die Raad ontbind, sluit, of sy werksaamhede staak tydens die loop van hierdie Ooreenkoms, moet die partye 'n trustee of trustees voor sodanige ontbinding, sluiting of staking van werksaamhede van die Raad aanstel om die funksies, soos uiteengesit in hierdie klousule, te vervul, en beskik sodanige trustee of trustees vir hierdie doel ook oor die magte wat die Raad gehad het."

### 10. KLOUSULE 16: BYSTANDSFONDS VIR SIEKTE EN GESINSVERANTWOORDELIKHEIDSVARLOF VIR DIE BOUNYWERHEID

Vervang klousule (16) deur die volgende:

- (1) Die Bystandsfonds vir Siekte- en Gesinsverantwoordelikeheidsverlof vir die Bounywerheid ("die Fonds") word hierby voortgesit en gaan voort om deur die Raad bestuur te word vir die doeleinde om werknemers te vergoed gedurende tydperke van afwesigheid van die werk as gevolg van ongeskiktheid, en die betaling van vergoeding aan werknemers in die geval van permanente ongeskiktheid, en om werknemers te vergoed gedurende tydperke van afwesigheid van die werk as gevolg van gesinsverantwoordelikeheidsverlof, ooreenkomstig die reëls van die Fonds.
- (2) Die Fonds word deur die Raad bestuur ooreenkomstig die reëls wat hy van tyd tot tyd vir hierdie doel daarstel, en alle gelde van die Fonds moet bestuur, belê en uitbetaal word ingevolge die reëls, die Konstitusie van die Raad en artikel 53 (5) van die Wet. Afskrifte van die reëls en wysigings daaraan moet aan die Direkteur-generaal: Arbeid gestuur word en is beskikbaar ter insae by die kantore van die Raad.
- (3) **Bydraes deur die werkgewer:**
- (a) Elke werkgewer moet namens elke geskikte werknemer 'n bedrag tot die Fonds bydrae ten opsigte van elke normale werkdag wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	per dag	per dag	per dag	per dag
<b>Werknemers vir wie lone voorgeskryf word in-</b>				
(i) klousule 10 (1) (a)	1,35	1,35	1,35	1,35
(ii) klousule 10 (1) (b)	1,52	1,52	1,52	1,52
(iii) klousule 10 (1) (c)	1,68	1,68	1,68	1,68
(iv) klousule 10 (1) (d)	1,77	1,77	1,77	1,77
(v) klousule 10 (1) (e)	2,02	2,02	2,02	2,02
(vi) klousule 10 (1) (f)	2,27	2,27	2,27	2,27
(vii) klousule 10 (1) (g)	2,52	2,52	2,52	2,52
(viii) klousule 10 (1) (h)	2,61	2,61	2,61	2,61
(ix) klousule 10 (1) (i) (1)	2,94	2,94	2,94	2,94
(x) klousule 10 (1) (i) (2)	3,28	3,28	3,28	3,28
(xi) klousule 10 (1) (ii) (3)	3,53	3,53	3,53	3,53
(xii) klousule 10 (1) (iii) (4)	3,95	3,95	3,95	3,95
(xiii) klousule 10 (1) (j)	1,68	1,68	1,68	1,68
(xiv) klousule 10 (1) (k) (1)	1,77	1,77	1,77	1,77
(xv) klousule 10 (1) (k) (2)	2,02	2,02	2,02	2,02
(xvi) klousule 10 (1) (k) (3)	2,27	2,27	2,27	2,27
(xvii) klousule 10 (1) (k) (4)	2,52	2,52	2,52	2,52

- (b) Elke werkgever moet die gespesifiseerde bydrae op die werknemer se gewone betaaldag aan die Raad betaal.

(4) **Voordele**

- (a) Gedurende elke siekteverlofsiklus is 'n werknemer geregtig op 'n hoeveelheid siekteverlof met betaling wat gelyk is aan die getal dae wat die werknemer gewoonlik sou gewerk het gedurende 'n tydperk van ses weke soos voorgeskryf deur die Wet op Basiese Diensvoorwaardes, 1997.
- (b) Ondanks paragraaf (a) is 'n werknemer, gedurende die eerste ses maande diens, geregtig op een dag siekteverlof met betaling vir elke 26 dae wat hy of sy gewerk het, soos voorgeskryf deur die Wet op Basiese Diensvoorwaardes, 1997.
- (c) Gedurende 'n werknemer se eerste siekteverlofsiklus kan die werkgever 'n werknemer se geregtigheid op siekteverlof ingevolge subklousule (a) verminder met die getal dae siekteverlof wat ingevolge subklousule (b) geneem is, soos voorgeskryf deur die Wet op Basiese Diensvoorwaardes, 1997.
- (d) Behoudens artikel 23 van die Wet op Basiese Diensvoorwaardes (Wet No. 75 van 1997) moet 'n werkgever 'n werknemer vir 'n dag siekteverlof-
- (i) loon betaal wat die werknemer gewoonlik sou ontvang het vir werk op daardie dag; en
- (ii) op die werknemer se gewone betaaldag betaal.
- (e) 'n Ooreenkoms kan die betaling verminder waarop 'n werknemer ingevolge hierdie artikel geregtig is ten opsigte van afwesigheid van enige dag indien-
- (i) die getal dae betaalde siekteverlof minstens vergelykbaar vermeerder word met enige vermindering in die daaglikse bedrag siektebetaling; en
- (ii) die werknemer se geregtigheid op betaling-
- (aa) vir enige dag se siekteverlof minstens 75 persent is van die loon wat aan die werknemer betaalbaar is vir die gewone ure wat die werknemer op daardie dag sou gewerk het; en
- (ab) vir siekteverlof oor die siekteverlofsiklus ten minste gelyk is aan die werknemer se geregtigheid ingevolge paragraaf(b).
- (f) Bystand moet betaal word ten opsigte van gewone werkdae en ten opsigte van die openbare vakansiedae in klousule (9)(5) van hierdie Ooreenkoms bedoel; indien bedoelde openbare vakansiedag op 'n gewone werkdag val.
- (g) Ondanks subklousule (4) (a), (b), (c), (d), (e) en (f) is 'n lid geregtig op bystand uit die Fonds slegs wanneer 'n mediese praktisyn gesertifiseer het dat hy weens siekte of 'n ongeluk nie kan werk nie.

**Reëls van die Siekefonds:**

'n Werknemer moet betaling ontvang ten opsigte van elke werkdag, wat hy as gevolg van siekte of besering afwesig is gedurende 'n siklus van 36 maande, wat begin op 1 November. Die maksimum aantal dae wat gedurende die siklus van 36 maande uitbetaal sal word, is 30 dae.

Ondanks bogenoemde, is 'n werknemer slegs geregtig op een dag siekteverlof vir elke 20 bydraes wat hy gemaak het gedurende sy eerste 6 maande diens in die Boubedryf.

'n Werknemer sal slegs geregtig wees op voordele uit die Fonds slegs as 'n geneesheer of enige ander persoon wat gesertifiseer is om 'n diagnose te maak en pasiënte te behandel wat geregistreer is by 'n beroepsraad ingestel by 'n wet van die Parlement, gesertifiseer het dat hy of sy weens siekte of 'n ongeluk nie in staat is om te werk nie.

'n Werknemer moet vergoed word, tydens afwesigheid, as gevolg van siekte of beserings, volgens die loon wat hy van die werkgever ontvang.



- (h) Behoudens die reëls van die Fonds is 'n werknemer nie geregtig op siektebetaling nie—
- (i) indien hy van die werk afwesig is as gevolg van 'n ongeluk waarvoor hy vergoed sal word ingevolge die Wet op Vergoeding vir Beroepsbeserings en siektes, 1993;
  - (ii) as sy afwesigheid van werk verband hou met die misbruik van alkohol of onwettige verdowingsmiddels, of as hy ongeskik is as gevolg van siekte weens sy eie nalatigheid of wangedrag;
  - (iii) as hy in gebreke bly om die opdragte van 'n mediese praktisyn na te kom, of indien hy volgens die mening van daardie praktisyn sy toestand vererger of sy herstel vertraag het as gevolg van sy eie toedoen;
  - (iv) as hy ly aan 'n besering ten opsigte waarvan 'n derde party aanspreeklik is vir vergoeding of wel vir hom daarvoor vergoed;
  - (v) terwyl hy behandeling ondergaan soos voorgeskryf deur enige ander persoon as 'n geregistreerde mediese praktisyn;
  - (vi) indien hy in gebreke bly om die Raad te voorsien van enige tersaaklike inligting wat die Raad kan aanvra;
  - (vii) indien die Raad bevind dat hy geskik is om sy werk te hervat of dat hy permanent ongeskik is, in welke geval hy ophou om geregtig te wees op siektebetaling vanaf die datum deur die Raad vir hierdie doel bepaal.
  - (viii) Indien sy verlof neem as gevolg van swangerskap.
  - (ix) Indien hy werkloos is, of ophou om bydraes te maak tot die Fonds.
- (i) Op enige tydstip wanneer die bedrag tot die krediet van die Fonds tot onderkant R100 00,00 val, word die betaling van voordele gestaak tot op sodanige tydstip daarna wanneer die bedrag tot die krediet van die Fonds R200 000,00 oorskry.
- (j) Die Fonds is daarop geregtig om enige bedrag van 'n werknemer te verhaal—
- (i) as gevolg van vals inligting aan die Fonds verskaf deur of ten behoeve van sodanige werknemer; en
  - (ii) indien die werknemer versuim om die Fonds betyds te verwittig van enige verandering in sy omstandighede wat daartoe kan gelei het dat die bedrag van die voordele heroorweeg of gestaak sou word, in welke geval die Fonds enige gelde wat aan 'n werknemer te veel betaal is, kan terugeis.
- (k) 'n Werknemer wat vir voordele in aanmerking kom ingevolge hierdie klousule, moet van die Fonds ontvang 'n vol byvoordele gespesifiseer vir sy werknemerkategorie ingevolge hierdie Ooreenkoms, ten opsigte van elke vyf (5) aaneenlopende werkdae wat hy weens siekte of besering nie kan werk nie;

**(l) Verlof vir gesinsverantwoordelikhedsverlof**

- (i) 'n Werknemer moet vergoeding ontvang ten opsigte van drie dae verlof vir gesinsverantwoordelikhede teen 100% van sy voorgeskrewe loon gedurende 'n siklus van een jaar wat op 1 Januarie elke jaar begin, en slegs ten opsigte van die volgende omstandighede:
  - (aa) Wanneer die werknemer se kind gebore word;
  - (bb) Wanneer die werknemer se kind siek is;
  - (cc) In die geval van die dood van die werknemer se gade, lewensmaat, ouer, pleegouer, grootouer, kind, aangenome kind, kleinkind, broer of suster.
- (ii) Aansoek om hierdie voordele moet gedoen word op die Raad se voorgeskrewe eisvorm en is onderworpe aan die voorlegging van die nodige dokumentêre bewys wat die Raad toepaslik ag om die voordele—eis te staaf.

- (m) In die geval van verstryking van hierdie Ooreenkoms, die ontbinding of likwidasië van die Raad, of 'n staking van die werksaamhede is die bepaling van klousule 14 (8) en (9) betreffende die vakansiefonds ook van toepassing op hierdie Fonds."

Vervang klousule 17 deur die volgende:

**"11. KLOUSULE 17: SPAARFONDS**

- (1) Die Spaarfonds gaan voort om deur die Raad bestuur te word.  
 (2) **Bydraes:** Elke werkgewer moet op elke betaaldag van die loon elke dag aan elke geskikte werknemer verskuldig, 'n bydrae aftrek wat as volg bereken word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreëing van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	per dag	per dag	per dag	per dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	1,00	1,00	1,00	1,00
(ii) klousule 10 (1) (b)	1,00	1,00	1,00	1,00
(iii) klousule 10 (1) (c)	1,00	1,00	1,00	1,00
(iv) klousule 10 (1) (d)	1,00	1,00	1,00	1,00
(v) klousule 10 (1) (e)	1,00	1,00	1,00	1,00
(vi) klousule 10 (1) (f)	1,00	1,00	1,00	1,00
(vii) klousule 10 (1) (g)	1,00	1,00	1,00	1,00
(viii) klousule 10 (1) (h)	1,00	1,00	1,00	1,00
(ix) klousule 10 (1) (i) (1)	1,00	1,00	1,00	1,00
(x) klousule 10 (1) (i) (2)	1,00	1,00	1,00	1,00
(xi) klousule 10 (1) (i) (3)	1,00	1,00	1,00	1,00
(xii) klousule 10 (1) (i) (4)	1,00	1,00	1,00	1,00
(xiii) klousule 10 (1) (j)	1,00	1,00	1,00	1,00
(xiv) klousule 10 (1) (k) (1)	1,00	1,00	1,00	1,00
(xv) klousule 10 (1) (k) (2)	1,00	1,00	1,00	1,00
(xvi) klousule 10 (1) (k) (3)	1,00	1,00	1,00	1,00
(xvii) klousule 10 (1) (k) (4)	1,00	1,00	1,00	1,00

- (3) Elke werkgewer moet die bydrae bedoel in subklousule (2), aan die Raad betaal op die werknemer se gewone betaaldag.  
 (4) Die werknemer moet met die bydrae bedoel in subklousule (3) gekrediteer word in die Spaarfonds.  
 (5) Die Raad kan die administratiewe koste (soos van tyd tot tyd deur die Raad bepaal) verhaal van die Spaarfonds.  
 (6) Die Raad moet op 'n datum wat elke jaar deur die Raad bepaal word, aan die werknemer, tesame met enige geld uit die Vakansiefonds (klousule 14) aan hom verskuldig, enige geld betaal wat in die Spaarfonds in sy krediet staan min bedrae, indien daar is, wat ingevolge subklousule (7) afgetrek word.  
 (7) Die Raad is geregtig om van die bedrag wat in die Spaarfonds in 'n werknemer se krediet staan, enige uitstaande bedrae (tot 'n maksimum van R100,00) af te trek ten opsigte van vakbondledegeld wat betaalbaar is deur sodanige werknemer wat 'n lid is van die vakbond

- wat 'n party is by hierdie Ooreenkoms, en die bedrae aldus afgetrek moet deur die Raad aan die betrokke vakbond oorbetaal word.
- (8) Ondanks die verstryking of kansellering van hierdie Ooreenkoms gaan die Raad voort om die Spaarfonds te bestuur totdat dit gelikwider of oorgeplaas is na enige ander fonds wat vir die doel van betaling van jaarlikse verlofbetaling aan die werknemers geskep is.
- (9) In die geval waar die Raad ontbind of ophou om te funksioneer, moet die spaarfonds voortgaan om bestuur te word deur 'n komitee, vir daardie doel deur die partye aangestel voor die ontbinding of sluiting van die Raad, welke komitee bestaan uit 'n gelyke aantal werkgewer- en werknemerverteenwoordigers. In die geval waar sodanige komitee nie in staat is om sy pligte om enige rede na te kom nie, moet die partye 'n trustee of trustees aanstel om die pligte van die komitee te vervul, en vir hierdie doel het sodanige trustee of trustees dieselfde bevoegdhede as die komitee.
- (10) In die geval waar daar geen Raad bestaan ten tyde van die verstryking van hierdie Ooreenkoms nie, moet die Spaarfonds gelikwider word deur die komitee of trustee soos aangestel ingevolge subklousule (9).
- (11) In die geval van likwidasië van die Spaarfonds ingevolge subklousule (8) of subklousule (9) hierbo moet die oorblywende gedeelte van die gelde, na die betaling van alle eise teen die Spaarfonds, met inbegrip van die administrasie- en die likwidasië uitgawes, oorbetaal word in die algemene fondse van die Raad. In die geval waar die Raad gelikwider is voor die likwidasië van die Spaarfonds, moet die oorblywende gelde eweredig verdeel word tussen die partye van die Raad, soos hulle bestaan het onmiddellik voor die ontbinding."

### 11. KLOUSULE 19: UITGAWES VAN DIE RAAD

Vervang klousule (19) deur die volgende:

"(1) **Bydraes deur die werkgewer:**

- (a) Elke werkgewer moet 'n geldelike bydrae tot die Raad maak ten opsigte van elke geskikte werknemer vir elke normale werkdag wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	per dag	per dag	per dag	per dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	1,60	1,60	1,60	1,60
(ii) klousule 10 (1) (b)	1,77	1,77	1,77	1,77
(iii) klousule 10 (1) (c)	2,02	2,02	2,02	2,02
(iv) klousule 10 (1) (d)	2,19	2,19	2,19	2,19
(v) klousule 10 (1) (e)	2,44	2,44	2,44	2,44
(vi) klousule 10 (1) (f)	2,69	2,69	2,69	2,69
(vii) klousule 10 (1) (g)	3,03	3,03	3,03	3,03
(viii) klousule 10 (1) (h)	3,20	3,20	3,20	3,20
(ix) klousule 10 (1) (i) (1)	3,62	3,62	3,62	3,62
(x) klousule 10 (1) (i) (2)	3,95	3,95	3,95	3,95
(xi) klousule 10 (1) (i) (3)	4,29	4,29	4,29	4,29
(xii) klousule 10 (1) (i) (4)	4,71	4,71	4,71	4,71

(xiii) klousule 10 (1) (j)	2,02	2,02	2,02	2,02
(xiv) klousule 10 (1) (k) (1)	2,19	2,19	2,19	2,19
(xv) klousule 10 (1) (k) (2)	2,44	2,44	2,44	2,44
(xvi) klousule 10 (1) (k) (3)	2,69	2,69	2,69	2,69
(xvii) klousule 10 (1) (k) (4)	3,03	3,03	3,03	3,03

- (b) Elke werkgewer moet die gespesifiseerde bydrae op die werknemer se gewone betaaldag aan die Raad betaal.

**(2) Spesiale heffing deur die werknemer:**

- (a) Elke werkgewer kan op elke betaaldag van die loon elke dag aan elke geskikte werknemer verskuldig, die bedrae hieronder gespesifiseer aftrek:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	per dag	per dag	per dag	per dag
<b>Werknemers vir wie lone voorgeskryf word in-</b>				
(i) klousule 10 (1) (a)	1,01	1,01	1,01	1,01
(ii) klousule 10 (1) (b)	1,18	1,18	1,18	1,18
(iii) klousule 10 (1) (c)	1,26	1,26	1,26	1,26
(iv) klousule 10 (1) (d)	1,35	1,35	1,35	1,35
(v) klousule 10 (1) (e)	1,52	1,52	1,52	1,52
(vi) klousule 10 (1) (f)	1,68	1,68	1,68	1,68
(vii) klousule 10 (1) (g)	1,94	1,94	1,94	1,94
(viii) klousule 10 (1) (h)	2,02	2,02	2,02	2,02
(ix) klousule 10 (1) (i) (1)	2,27	2,27	2,27	2,27
(x) klousule 10 (1) (i) (2)	2,44	2,44	2,44	2,44
(xi) klousule 10 (1) (i) (3)	2,69	2,69	2,69	2,69
(xii) klousule 10 (1) (i) (4)	2,94	2,94	2,94	2,94
(xiii) klousule 10 (1) (j)	1,26	1,26	1,26	1,26
(xiv) klousule 10 (1) (k) (1)	1,35	1,35	1,35	1,35
(xv) klousule 10 (1) (k) (2)	1,52	1,52	1,52	1,52
(xvi) klousule 10 (1) (k) (3)	1,68	1,68	1,68	1,68
(xvii) klousule 10 (1) (k) (4)	1,94	1,94	1,94	1,94

- (b) Elke werkgewer moet die gespesifiseerde bydraes aan die Raad oorbetal soos voorgeskryf in subklousule (1) hiervan."

**12. KLOUSULE 20: VAKBONDAFTREKKINGS**

Vervang klousule (20) (1) (a) deur die volgende:

**“(1) Vakbondledegeld:**

- (a) Elke werkgewer moet op elke betaaldag van die loon elke dag verskuldig aan elke geskikte werknemer wat lid is van die vakbond wat 'n party by hierdie Ooreenkoms is, die bedrag hieronder gespesifiseer, aftrek:

Kategorie van werknemer	Vanaf die datum van inwerkingtreeding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	per dag	per dag	per dag	per dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	1,60	1,60	1,60	1,60
(ii) klousule 10 (1) (b)	1,60	1,60	1,60	1,60
(iii) klousule 10 (1) (c)	1,60	1,60	1,60	1,60
(iv) klousule 10 (1) (d)	1,60	1,60	1,60	1,60
(v) klousule 10 (1) (e)	1,60	1,60	1,60	1,60
(vi) klousule 10 (1) (f)	1,60	1,60	1,60	1,60
(vii) klousule 10 (1) (g)	1,60	1,60	1,60	1,60
(viii) klousule 10 (1) (h)	1,60	1,60	1,60	1,60
(ix) klousule 10 (1) (i) (1)	1,60	1,60	1,60	1,60
(x) klousule 10 (1) (i) (2)	1,60	1,60	1,60	1,60
(xi) klousule 10 (1) (i) (3)	1,60	1,60	1,60	1,60
(xii) klousule 10 (1) (i) (4)	1,60	1,60	1,60	1,60
(xiii) klousule 10 (1) (j)	1,60	1,60	1,60	1,60
(xiv) klousule 10 (1) (k) (1)	1,60	1,60	1,60	1,60
(xv) klousule 10 (1) (k) (2)	1,60	1,60	1,60	1,60
(xvi) klousule 10 (1) (k) (3)	1,60	1,60	1,60	1,60
(xvii) klousule 10 (1) (k) (4)	1,60	1,60	1,60	1,60”

**13. KLOUSULE 21: SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS**

Vervang klousule (21) (1) deur die volgende:

- “(1) Elke werkgewer wat 'n party by hierdie Ooreenkoms is, moet op elke betaaldag ten opsigte van elke geskikte werknemer tydens daardie normale werksdag in sy/haar diens, die bedrag van R1,20 per dag aan die Raad betaal.”

**14. KLOUSULE 22: SIEKEFONDS VIR DIE WESTELIKE PROVINSIE BOU- EN VERWANTE AMBAGTE**

Vervang subklousule (1) (a) deur die volgende:

- “(1) (a) Elke werkgewer moet op elke betaaldag van die loon elke dag verskuldig aan elke geskikte werknemer wat lid is van die vakbond wat 'n party by hierdie Ooreenkoms is, die bedrag hieronder uiteengesit, aftrek:

Kategorie van werknemer	Vanaf die datum van inwerkingtreëding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R per dag	R per dag	R per dag	R per dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	-	-	-	-
(ii) klousule 10 (1) (b)	-	-	-	-
(iii) klousule 10 (1) (c)	-	-	-	-
(iv) klousule 10 (1) (d)	0,90	0,90	0,90	0,90
(v) klousule 10 (1) (e)	0,90	0,90	0,90	0,90
(vi) klousule 10 (1) (f)	0,90	0,90	0,90	0,90
(vii) klousule 10 (1) (g)	0,90	0,90	0,90	0,90
(viii) klousule 10 (1) (h)	1,00	1,00	1,00	1,00
(ix) klousule 10 (1) (i) (1)	1,00	1,00	1,00	1,00
(x) klousule 10 (1) (i) (2)	1,00	1,00	1,00	1,00
(xi) klousule 10 (1) (i) (3)	1,00	1,00	1,00	1,00
(xii) klousule 10 (1) (i) (4)	1,00	1,00	1,00	1,00
(xiii) klousule 10 (1) (j)	-	-	-	-
(xiv) klousule 10 (1) (k) (1)	0,90	0,90	0,90	0,90
(xv) klousule 10 (1) (k) (2)	0,90	0,90	0,90	0,90
(xvi) klousule 10 (1) (k) (3)	0,90	0,90	0,90	0,90
(xvii) klousule 10 (1) (k) (4)	0,90	0,90	0,90	0,90"

### 15. KLOUSULE: 28: KENNISGEWINGBORD

Vervang subklousule (2) met die volgende:

"(2) By versuim om 'n aanvaarbare kennisgewingbord te vertoon, moet 'n werkgewer tien (10) dae gegun word om sodanige kennisgewingbord aan te bring. Indien daar 'n verdere versuim is, kan 'n werkgewer 'n boete van minstens vyf honderd rand (R500,00) opgelê word."

### 16. KLOUSULE 29: OPLEIDINGSFONDS VAN DIE WERKGEWERSORGANISASIES

Vervang subklousule (1) met die volgende:

"(1) Elke werkgewer wat 'n party by hierdie Ooreenkoms is, moet op elke betaaldag ten opsigte van elke geskikte werknemer tydens daardie normale werkdag in sy diens, die bedrag van R0,60 per dag aan die Raad betaal."

GETEKEN NAMENS DIE PARTYE OP HIERDIE 18 de DAG VAN AUGUSTUS 2009.

**D.E. SIMMONS**  
**VOORSITTER**

**D.J. PHILLIPS**  
**VICE-VOORSITTER**

**K.D. MARAIS**  
**MBA NOORD BOLAND**

**P.A. BOTHA**  
**MBA WEST BOLAND**

**R.C. DAMON**  
**BOUWERKERS UNIE**

**L. ONTONG**  
**SEKRETARIS**

**BOUBEDINGINGSRAAD NOORD EN WES BOLAND**

No. R. 1030

6 November 2009

**LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICES****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY,  
KWAZULU NATAL: MAIN COLLECTIVE AGREEMENT FOR THE METRO AREAS**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 396 of 2 April 2004, R. 1142 of 8 October 2004, R. 618 of 1 July 2005, R. 1205 of 15 December 2005, R. 1219 of 8 December 2006, R. 123 of 16 February 2007, R. 1066 of 16 November 2007 and R. 850 of 15 August 2008 with effect from .....16 November 2009.....

**M M S MDLADLANA  
MINISTER OF LABOUR**

No. R. 1030

6 November 2009

**WET OP ARBEIDSVERHOUDINGE, 1995****INTREKKING VAN GOEWERMENTSKENNISGEWINGS****BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU NATAL: HOOF  
KOLLEKTIEWE OOREENKOMS VIR DIE METRO GEBIEDE**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, trek hierby, kragtens artikel 32(7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 396 van 2 April 2004, R. 1142 van 8 Oktober 2004, R. 618 van 1 Julie 2005, R. 1205 van 15 Desember 2005, R. 1219 van 8 Desember 2006, R. 123 van 16 Februarie 2007, R. 1066 van 16 November 2007 en R. 850 van 15 Augustus 2008 in, met ingang van ...16 November 2009.....

**M M S MDLADLANA  
MINISTER VAN ARBEID**



**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY,  
KWAZULU NATAL: EXTENSION TO NON-PARTIES OF MAIN  
COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE  
METRO AREAS**

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 Furniture Manufacturing Industry, Kwazulu Natal 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 30 June 2010.

**M M S MDLADLANA  
MINISTER OF LABOUR**

No. R. 1031

6 November 2009

**WET OP ARBEIDSVERHOUDINGE, 1995****BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU NATAL:  
UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE  
HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE METRO  
GEBIEDE**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedinginsraad vir die Meubelnywerheid, Kwazulu Natal aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van .....16 November 2009..... , en vir die tydperk wat op 30 Junie 2010 eindig.

**M M S MDLADLANA  
MINISTER VAN ARBEID**

**SCHEDULE****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY, KWAZULU-NATAL  
MAIN COLLECTIVE AGREEMENT FOR THE METRO AREAS**

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

**KwaZulu-Natal Furniture Manufacturers' Association**

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

**National Union of Furniture and  
Allied Workers of South Africa**

(hereinafter referred to as the "employees" or the "trade union"), of the other  
part, being the parties to the Bargaining Council for the Furniture  
Manufacturing Industry, KwaZulu-Natal, to amend the Collective Agreement  
published under Government Notice Nos R. 396 dated 2 April 2004, R. 1142  
dated 8 October 2004, R. 618 dated 1 July 2005, R. 1205 dated 15 December  
2005, R. 1219 dated 8 December 2006, R. 123 dated 16 February 2007, R.  
1066 dated 16 November 2007 and R.850 dated 15 August 2008.

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Furniture  
Manufacturing Industry, KwaZulu-Natal -

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed therein;
  - (b) in Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall -
- (a) apply only in respect of employees for whom minimum wages are prescribed in this Agreement;
  - (b) apply to learners in so far as the provisions are not inconsistent with the provisions of the Skills Development Act, No. 92 of 1998, or any contracts entered into or any conditions fixed thereunder;
  - (c) not apply to professional, technical, administrative, sales and office staff: Provided that such employees are in receipt of regular remuneration in excess of the maximum rate prescribed in Schedule A of the former Agreement, excluding paragraph (XXI) plus R35,00;
  - (d) not apply to managers, submanagers, foremen and supervisory staff if such employees are in receipt of regular remuneration of not less than R40 920,00 per annum or, where the employer of such

staff does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R48 140,00 per annum. These limits shall be increased from year to year by the same percentage as the increases granted to employees earning the highest rate set out in Schedule A of the former Agreement.

- (3) Notwithstanding the provisions of subclauses (1) and (2), employers who carry on not more than one business within the scope of application of this Collective Agreement and who employ less than five employees at all times in or in connection with such business, will be entitled to the following phasing-in concessions: Provided that their employees consent to such phasing-in:

**PHASE ONE:**      **First two years of registration**

During this period the employer shall be exempt from the provisions of Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the first two years of registration with the Council shall be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

**PHASE TWO:**      **Third year of registration**

During this period employees shall be remunerated at not less than 60% of the rate of pay prescribed in Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the third year of registration with the Council shall be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

**PHASE THREE: Fourth year of registration**

During this period employees shall be remunerated at not less than 75% of the rate of pay prescribed in Schedule A and clause 38B.

In addition, the following contributions shall come into effect:

Clause 13 - Holidays and Holiday Fund.

**PHASE FOUR: Fifth year of registration**

During this period employees shall be remunerated at not less than 90% of the rate of pay prescribed in Schedule A and clause 38B.

In addition, the following contributions shall come into effect:

- (a) Clause 13 - Holidays and Holiday Fund.
- (b) Provident Fund and Mortality Benefit contributions prescribed in that Collective Agreement, as amended and extended from time to time.

**PHASE FIVE: From sixth year onwards**

All provisions of the Main Collective and Provident Fund, and the Mortality Benefit Association Collective Agreements and Schedule A, as amended and extended from time to time, shall apply.

- (4) The provisions of subclause (3) shall not apply where an employer has more than four employees in his or her employ at the date of the coming into operation of this Collective Agreement, and subsequently reduces this number of employees to fewer than five.
- (5) The terms of this Agreement shall not apply to non-parties in respect of clauses 1(1)(a) and 2.

## **2. PERIOD OF OPERATION**

This Collective Agreement shall be binding on the parties to this Agreement as from 1 July 2009 and shall come into operation in respect of non-parties on such date as the Minister of Labour extends the Collective Agreement to non-parties and shall remain in force until 30 June 2010.

## **3. SPECIAL PROVISIONS**

The provisions contained in 23A, 24 to 25 of the Agreement published under Government Notice No. R 396 of 2 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended and re-enacted from time to time, shall apply to employers and employees.

## **4. GENERAL PROVISIONS**

The provisions contained in clauses 3 to 22, 23B, 26 to 45 and Schedule A of the Agreement published under Government Notice No. R 396 of 2 April 2004 (as further amended and re-enacted from time to time) shall apply to employers and employees.

## **5. CLAUSE 26: WAGES**

Substitute the following for the existing subclause:

"2. Wage increases for the period 01 July 2009 to 30 June 2010:

**(a) Party Shops:**

A wage increase of 8% per week calculated on the actual wages paid within Party Shop establishments as from 01 July 2009.

**(b) Non-Party Shops:**

A wage increase of 8% per week calculated on actual wages paid within non-party establishments effective as from such date as the Minister of Labour extends the collective agreement to non-parties."

## **6. SCHEDULE A: WAGES**

Substitute the existing Schedule A: Wages with the following:

### **"1] Unskilled Employees - (Level 4):**

Work at this level is of a manual and / or repetitive nature. Minimum skill is required and limited discretion and limited judgement applies. The employee will work under direct supervision.

*Nature of work performed.*

All types of manual labour of a repetitive nature.

*Some job titles.*

Truck assistant, cleaner, machine feeder, packer, stacker, sand paperer, operating a filling machine, securing mattress panels to springs, tea persons, other non-production operations etc.

### **2] Semi Skilled Employees - (Level 3) :**

Employees at this level will have limited skills training and are required to exercise limited discretion in performing tasks.

Employees work under direct supervision.



They will have a basic understanding of work flow and sectional output, meeting required quality standards.

*Nature of work performed.*

- ◆ Setting up and / or operating continuous processing machines.
- ◆ Clerical staff e.g. storeman, dispatch clerk, etc.

*Some job titles.*

Spray painting, silk screening, upholstering basic furniture e.g. occasional chairs, dining room / kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers assemblers etc.

**3] Skilled Employees - (Level 2):**

Employees at this level either have a recognized tertiary qualification or have gained competence through experience.

The employee is required to exercise a considerable degree of discretion and will be able to read technical drawings where necessary.

The employee must accept responsibility for meeting production outputs at an acceptable quality level.

*Nature of work performed.*

- ◆ All artisans who have obtained a recognized artisan qualification.
- ◆ Technical staff who have obtained a recognized technical qualification equivalent to at least M + 3.

- ◆ Using computer to construct working drawings and production schedules.

**4] Chargehand - (Level 1):**

Employees at this level will have a broad knowledge of the discipline that they supervise. They can either be working chargehands or supervisory chargehands.

They must be competent and trained in people management skills and will be responsible for outputs in the section within acceptable parameters.

They will be required to exercise analytical skills with a relevantly high level of decision making.

**5] Foreman / Supervisors - (Level 1):**

Employees at this level will have experience in more than one discipline with competency in people management skills (e.g. motivation, discipline, safety and security etc).

They will be able to work from complex drawings and will be able to interpret and apply technical skills. They will be versed in, on the job training. Employees at this level will regularly meet output targets maintaining an acceptable quality standard.

**WAGE LEVELS PERIOD 01 JULY 2009 / 31 JUNE 2010**

Level 1	Chargehand / Foreman	-	R734.32
Level 2	Skilled	-	R680.72
Level 3	Semi-skilled	-	R633.55
Level 4	Unskilled	-	R401.25" . .

Signed at **Durban** on this 3rd day of August **2009**.

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**G. BOSTOCK**  
**CHAIRPERSON**

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**S. GOVENDER**  
**VICE-CHAIRPERSON**

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**G.J.P. BLIGNAUT**  
**SECRETARY OF THE COUNCIL**

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