


No. 994

7 December 2012

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (CAPE OF GOOD HOPE): EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, 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 (Cape of Good Hope)** 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 10 December 2012..... and for the period ending 31 October 2013.


MINISTER OF LABOUR
27/11/2012

SCHEDULE**BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE)****RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT**

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

by and between the

Boland Meesterbouers en Verwante Bedrywe Vereniging

Master Builders and Allied Trades' Association, Cape Peninsula

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

Building, Construction and Allied Workers' Union

Building, Wood and Allied Workers' Union of South Africa

Building Workers' Union

National Union of Mineworkers (NUM)

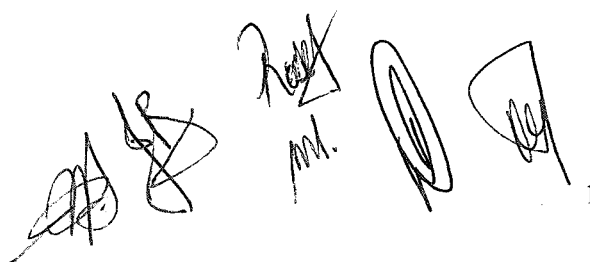
(hereinafter referred to as the "trade unions"), of the other part, being the parties to the Building

Industry Bargaining Council (Cape of Good Hope).

1. SCOPE OF APPLICATION

1. The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries-

a. by all employers who are members of the employers' organisations and by all employees who are members of the trade unions;



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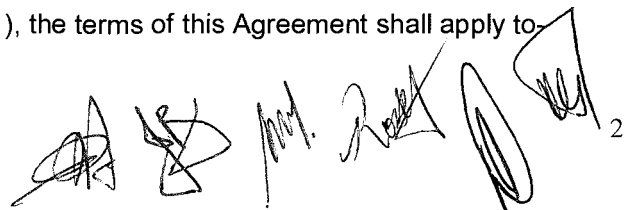
b. by all employers who are not members of the employers' organisations and by all employees who are not members of the trade unions;

c. in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973, fell within the Magisterial District of Wynberg], Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. R. 171 of 8 February 1957 and R. 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. R. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice No. R. 283 of 2 March 1962), fell within the Magisterial District of Bellville;

d. in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. R. 283 of 2 March 1962 fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice No. R. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Strand and Malmesbury (excluding that portion which, prior to the publication of Government Notice No. R. 171 of 8 February 1957, fell within the Magisterial District of Bellville).

e. in the Municipal Area of Overstrand (Kleinbaai, Franskraal, Masekhane, Blompark, Gansbaai, De Kelders, Hermanus, Westcliff, Mount Pleasant, the Hemel-en-Aarde Valley, Zwelihle, Sandbaai, Hawston, Fisherhaven, Honingklip, Kleinmond, Proteadorp, Overhills, Palmiet, Betty's Bay, Pringle Bay, Rooiels, Stanford, Baardskeerdersbos, Pearly Beach, Viljoenshof and Withoogte, Onrus and Vermont.

2. Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to-

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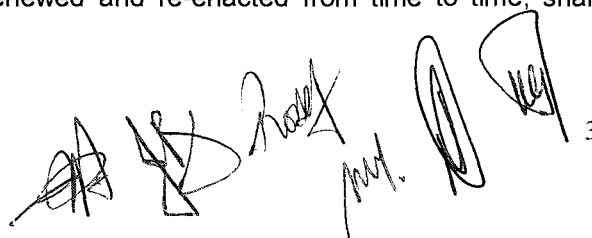
- a. employees in the Industry undergoing training consistent with the provisions of the Skills Development Act, 1998;
 - b. temporary employment services, labour-only contractors, working partners, working directors, principals, contractors and working members of close corporations who do work in the Building Industry.
3. Notwithstanding the provisions of sub-clause (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 to construction supervisors, construction surveyors and other persons doing practical work in completion of their academic training and to Section 18.2 learners registered in terms of the Skills Development Act;
 - c. non-parties in respect of clauses 19 and 20 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from 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 October 2013.

2A. SPECIAL PROVISIONS

The provisions of clauses 3, 19 and 20 of the Agreement published under Government Notice No. R.567 of 27 July 2007 as amended and extended by Government Notices R. 1209 of 21 December 2007 and R. 963 of 29 October 2010, (hereinafter referred to as the "Former Agreement"), as further extended, amended, renewed and re-enacted from time to time, shall apply to employers and employees.



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2B. GENERAL PROVISIONS

The provisions contained in clause 4 to 18 and 21 to 28 of the Former Agreement (as further extended, renewed, amended and re-enacted from time to time), shall apply to employers and employees.

3. CLAUSE 4: DEFINITIONS

- (1) In sub-clause (1), include the following new definition after the definition for "Area C " **"Area D"** means the Municipal Area of Overstrand".
- (2) In the definition for **"joinery assembler"** substitute the word "learner" with the word "Tradesman"
- (3) In the definition for **"machine operator"** substitute the word "learner" with the word "Tradesman"
- (4) In the definition for **"manufacturing worker"** substitute the word "learner" with the word "Tradesman"

4. CLAUSE 7: REGISTRATION OF EMPLOYEES

- (1) In sub-clause 7 1) replace the expression "60 days" with the expression "20 days"

5. CLAUSE 8: TERMS OF EMPLOYMENT

In sub-clause 8(1)(a) substitute the expression "Area B1, B and C" in the heading of the Table with the expression "Area B1, B, C and D".

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6. CLAUSE 9: REMUNERATION

(1) In sub-clause 9(1)(a) insert an additional table after the last table to read as follows:

“From the date of coming into operation of the agreement to 31 October 2013”

Category of Employee	Minimum Wage Per Hour
	Area D
	R
(i) Labourer	12.34
(ii) Cleaner	12.35
(iii) General Worker	17.16
(iv) Class 4 and scaffolder	21.86
(v) Class 3	25.00
(vi) Class 2 and block layer	32.65
(vii) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	222.73 per day
(viii) Drivers of all other vehicles that require a code A, A1 or B licence	165.59 per day
(iv) Artisan	43.53
(x) Security Guard	163.64 per day”.

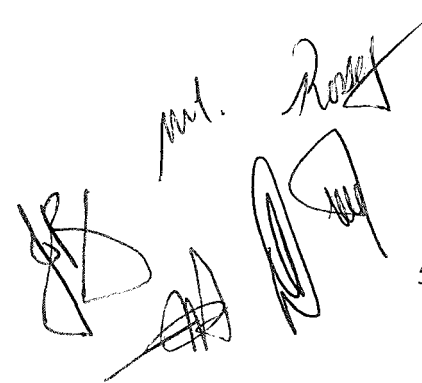
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(1) (2) In sub-clause 9(2) substitute the expression “areas B1, B and C” with the expression “areas B1, B, C and D”.

mt. Roney



7. CLAUSE 13: HOLIDAY FUND

(1) In sub-clause 13(2) insert an additional table after the last table to read as follows:

“From the date of coming into operation of the agreement to 31 October 2013”

Category of Employee	Holiday Fund Amount per day	Bonus Fund Amount per day
	Area D	Area D
	R	R
(i) Labourer	7.44	6.20
(ii) Cleaner	7.44	6.20
(iii) General Worker	10.34	8.62
(iv) Class 4 and scaffolder	12.85	10.71
(v) Class 3	14.70	12.25
(vi) Class 2 and block layer	19.19	15.99
(vii) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	15.27	12.73
(viii) Drivers of all other vehicles that require a code A, A1 or B licence	11.35	9.46
(iv) Artisan	25.58	21.32
(x) Security Guard	12.02	10.02”.

(2) In sub-clause 13(4)(b) substitute the expression “225 days” with the expression “255 days”.

(3) In sub-clause 13(10) substitute the word “moneys” with the word “monies”.

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8. CLAUSE 14: PENSION/PROVIDENT FUND

(1) In sub-clause 14(3) insert an additional table after the last table to read as follows:

"From the date of coming into operation of the agreement to 31 October 2013"

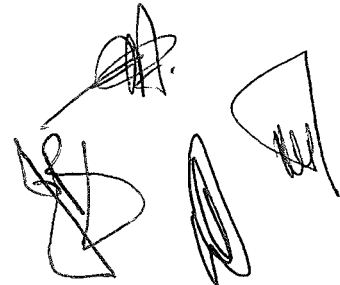
Category of Employee	Amount per day
	Area D
	R
(i) Labourer	-
(ii) Cleaner	-
(iii) General Worker	11.26
(iv) Class 4 and scaffolder	13.99
(v) Class 3	16.00
(vi) Class 2 and block layer	20.90
(vii) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	16.63
(viii) Drivers of all other vehicles that require a code A, A1 or B licence	12.36
(iv) Artisan	27.86
(x) Security Guard	13.09"

(2) In sub-clause 14(4) insert an additional table after the last table to read as follows:

"From the date of coming into operation of the agreement to 31 October 2013"

Category of Employee	Amount per day
	Area D
	R
(i) Labourer	-
(ii) Cleaner	-
(iii) General Worker	10.55
(iv) Class 4 and scaffolder	13.12
(v) Class 3	15.00
(vi) Class 2 and block layer	19.59
(vii) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	15.59
(viii) Drivers of all other vehicles that require a code A, A1 or B licence	11.59
(iv) Artisan	26.12
(x) Security Guard	12.27".

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mt.


9. CLAUSE 15: SICK PAY FUND

(1) In sub-clause 15(3) insert an additional table after the last table to read as follows:

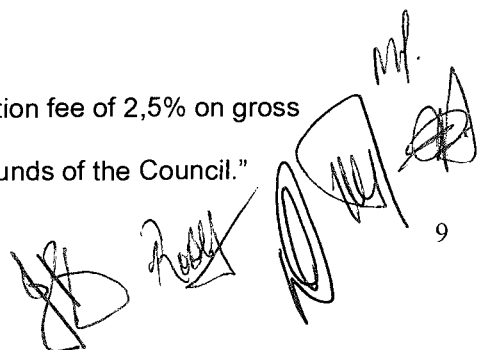
“From the date of coming into operation of the agreement to 31 October 2013”

Category of Employee	Amount per day
	Area D
	R
(i) Labourer	1.27
(ii) Cleaner	1.27
(iii) General Worker	1.76
(iv) Class 4 and scaffolder	2.19
(v) Class 3	2.50
(vi) Class 2 and block layer	3.26
(vii) Drivers/Plant operators of motor vehicles that require a code C1 licence, per day or above	2.60
(viii) Drivers of all other vehicles that require a code A, A1 or B licence	1.93
(iv) Artisan	6.09
(x) Security Guard	2.05”.

10. CLAUSE 18: TRADE UNION SUBSCRIPTIONS

(1) In sub-clause 18b.(i) substitute the expression “an amount of not more than 1% of the normal working day wage of” with the expression “the Trade Union Subscription Amount (as amended by the Trade Unions from time to time) ”.

(2) In sub-clause 18b.(iii) delete the expression “less a collection fee of 2,5% on gross subscriptions which amounts shall accrue to the general funds of the Council.”



(3) Insert the following new sub-clause 18c. to read as follows:

“c. Collective Bargaining Levy

- (i) All employees that are not members of a Trade union that is a party to the Council shall pay a once off amount of R40, to be deducted from their annual pay-out provided that the employee has 20 or more daily contributions to his or her credit.
- (ii) All employees that are not members of a Trade Union that is a party to the Council, already active in the industry or starting in the industry from the date of publication of this agreement until 31 October 2013, will be liable to pay this fee”.

11. CLAUSE 19: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

In sub-clause 19(2) delete the expression “in which event the Council shall be entitled to an administration fee of 2,5% of the subscriptions so collected”.

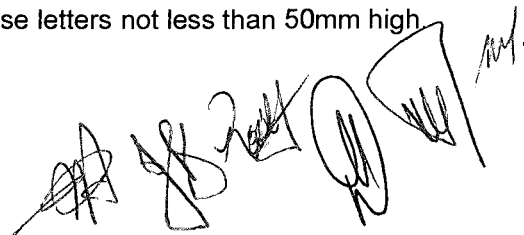
12. CLAUSE 22: GENERAL

(1) In sub-clause 22(2) substitute the word “exclusive” with the word “inclusive”.

(2) Insert the following new sub-clause (6) to read as follows:

“(6) Notice Board

- (a) Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice- board of a size not less than 60 cm by 45 cm or a notice board approved by the Council showing clearly the name and trading name of the company or partnership and address of such employer or partnership in letters not less than 75 mm high. Provided that sub-contractors may use letters not less than 50mm high.



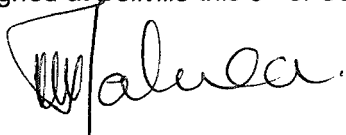
- (b) In the event of failure to display an acceptable notice board an employer will be given ten (10) days to display such board. If there is further non-compliance by the employer a fine of at least five hundred rand (R500,00) can be imposed by the Secretary of the Council."

13. CLAUSE 25: RESOLUTION OF DISPUTES

In sub-clause 25(1)(m)(iii)(ab) substitute the word "wing" with the word "owing" as it appears in the second column of the second row of Table 2.

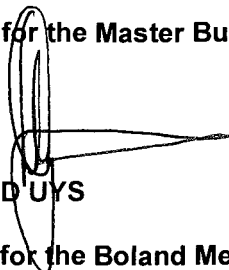
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Signed at Bellville this 3rd of September 2012.



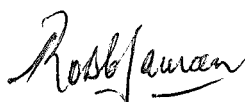
RHM JOHNSON

for the Master Builders' and Allied Trades' Association, Cape Peninsula



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for the Boland Meesterbouers en Verwante Bedrywe Vereniging



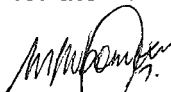
RC DAMON

for the Building Workers' Union



P HLENGISA

for the National Union of Mineworkers (NUM)



MT NTSOMI

for the Building, Wood and Allied Workers' Union of South Africa

J BROWN



For the Building Construction and Allied Workers Union