
GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 1174

7 November 2008

LABOUR RELATIONS ACT, 1995

**BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND:
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 **Building Bargaining Council North and West Boland** 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 November 2008** and for the period ending 31 December 2010.

MMS MDLADLANA
MINISTER OF LABOUR

SCHEDULE

BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND

COLLECTIVE AGREEMENT

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

Master Builders Association North Boland

Master Builders Association West Boland

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

Building Workers Union

(hereinafter referred tot as the "employees" or the "trade union") of the other part, being the parties to the Building Bargaining Council North and West Boland, to amend the Collective Agreement, extended to non-parties, published under Government Notice No. R. 1011 of 26 October 2007 p0as extended by Government Notice No. R. 1012 of 26 October 2007.

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 they are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any conditions fixed hereunder.
 - (c) labour-only contractors, working partners and working directors, principals and contractors.
3. Notwithstanding the provisions of subclause (1) (a), in 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 clause 1(1) (a) 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 a owner builder and the application thereof. The definition falls under that of an employer as in this agreement."

3. CLAUSE 6: REGISTRATION OF EMPLOYERS

Substitute subclause (2) with the following:

"An employer shall register with the Council by furnishing the required particulars to the Council on the prescribed form with a administration fee of R250.00, and shall warrant thereon that application has been made for registration with the South African Revenue Services for employee tax and value-added tax (if applicable), registration with the Unemployment Insurance Fund and registration under the Compensation of Occupational Injuries and Diseases Act."

4. CLAUSE 8: EMPLOYMENT STANDARDS

Substitute subclause (5)(a)(b) and (c) with the following:

"(5) Labour-only contractors

(a) No labour-only contractor shall undertake work in the Building Industry in terms of a labour-only contract unless he is registered with the Council as an employer, or if he is not an employer and if he were an employer.

(b) Compliance by employers, subcontracting and use of temporary employment services:

(1) The Council shall keep a register of employers in good standing with the Council which shall be generally made known and be available to any person on request.

(2) An employer shall be in good standing with the Council for purposes of subclause (1) if the employer is registered with the Council in accordance with clause 6 and unless the employer has failed to comply with a compliance order

and/or pay a penalty imposed in terms of clause 25(7)(c) and clause 26 of this Agreement.

(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 shall be jointly and severally liable if the subcontractor, in respect of any of its employees, fails to meet any obligations that is has under this Agreement.

(4) No person shall enter into an agreement to utilize a temporary employment service for work in connection with the Building Industry unless, at the time of entering into the agreement, both the person and the temporary employment service are employers in good standing with the Council: Provided that, where persons conclude such an agreement on an indefinite basis or for longer than 12 months, the parties to such agreement shall be in good standing with the Council eacht time that the services of the temporary employment service are utilized under the agreement. The provisions of section 198 of the Act, shall apply to any person who enters an agreement to utilize a temporary employment service for work in connection with the Building Industry.

(c) Contractors must provide the neccesary information of his/hers sub-contractor's on a prescribed form, that is available at the Council's offices."

5. CLAUSE 9: CONDITIONS OF SERVICE

Substitute subclause (6)(a) with the following:

"Every employee shall be entitled to annual leave during the building industry shut-down period, the date of which shall be determined by the Council not later than 30 June of every year.

(i) The 2008/2009 annual building industry shut-down period shall commence at 17:00 on 19 December 2008 and end at 08:00 on 12 January 2009."

6. CLAUSE 10: REMUNERATION

(1) 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'
(a) Cleaner	R	R	R	R
	Per	Per	Per	Per
	hour	hour	hour	hour
	9,65	9,65	9,65	9,65
(b) (1) General worker (Beginners)	10,86	10,86	10,86	10,86
(2) General worker, manufacturing worker, dumper driver and hoist operator	12,07	12,07	12,07	12,07
	Per	Per	Per	Per
	Week	Week	Week	Week

(3) Guard (fulltime)	506,94	506,94	506,94	506,94
	Per	Per	Per	Per
	hour	hour	hour	hour
(c) Builder worker Category 4	13,28	13,28	13,28	13,28
(d) Builder worker Category 3	14,80	14,80	14,80	14,80
(e) Builder worker Category 2	16,57	16,57	16,57	16,57
(f) Builder worker Category 1	18,47	18,47	18,47	18,47
(g) Artisan Category 3: Painter and Roofer	19,64	19,64	19,64	19,64
(h) (1) Artisan Category 2: Painter and roofer	21,95	21,95	21,95	21,95
(2) Artisan Category 3: In all other trades	21,95	21,95	21,95	21,95
(i) (1) Artisan Category 2: In all other trades	24,51	24,51	24,51	24,51
(2) Artisan Category 3A: Painter	21,95	21,95	21,95	21,95
(3) Artisan Category 1: Painter and roofer	24,51	24,51	24,51	24,51
(j) (1) Artisan Category 1A: In all other trades	25,63	25,63	25,63	25,63
(2) Artisan Category 1B: In all other trades	28,19	28,19	28,19	28,19

(3) Artisan Category 1C: In all other trades	31,01	31,01	31,01	31,01
(4) Artisan Category 1D: In all other trades	34,11	34,11	34,11	34,11
(5) Artisan Category 1E: In all other trades	37,52	37,52	37,52	37,52
	Per Week	Per Week	Per Week	Per Week
(k) Drivers of motor vehicles and operators of power driven plant which are required to be in possession of a-				
(1) Code B licence or Code 5-7 licence	506,94	506,94	506,94	506,94
(2) Code EB licence or Code 8 licence	557,76	557,76	557,76	557,76
(3) Code EB1 licence or Code 10 licence	621,60	621,60	621,60	621,60
(4) Code EC licence or Code 11-14 licence	695,94	695,94	695,94	695,94
	Per hour	Per hour	Per hour	Per hour
(l)(1) Apprentice in first year of training	14,80	14,80	14,80	14,80
(2) Apprentice in second year of training	16,57	16,57	16,57	16,57
(3) Apprentice in third year of training	18,47	18,47	18,47	18,47
(m)(1) Learner building worker category 4	13,28	13,28	13,28	13,28
(2) Learner building worker category 3	14,80	14,80	14,80	14,80

(3) Learner building worker category 2	16,57	16,57	16,57	16,57
(4) Learner building worker category 1	18,47	18,47	18,47	18,47:

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower 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 14: HOLIDAY FUND

(1) Substitute subclause (2) with the following:

"(2) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund on behalf of an eligible employee for each week that the employee remains in his employ ("a contribution week"), 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'
Employees for whom wages are prescribed in-	R	R	R	R
	Per Week	Per Week	Per Week	Per Week

(i) clause 10 (1) (a)	23,52	23,52	23,52	23,52
(ii) clause 10 (1) (b) (1)	26,46	26,46	26,46	26,46
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	28,98	28,98	28,98	28,98
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	31,92	31,92	31,92	31,92
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	35,70	35,70	35,70	35,70
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	39,90	39,90	39,90	39,90
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	44,52	44,52	44,52	44,52
(viii) clause 10 (1) (g)	47,46	47,46	47,46	47,46
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	52,92	52,92	52,92	52,92
(x) clause 10 (1) (i) (1) and (i) (3)	59,22	59,22	59,22	59,22
(xi) clause 10 (1) (j) (1)	61,74	61,74	61,74	61,74
(xii) clause 10 (1) (j) (2)	68,04	68,04	68,04	68,04
(xiii) clause 10 (j) (3)	74,76	74,76	74,76	74,76
(xiv) clause 10 (j) (4)	81,90	81,90	81,90	81,90
(xv) clause 10 (j) (5)	90,30	90,30	90,30	90,30".

(2) Substitute subclause (3) with the following:

"(3) **Contributions by the employee:** (a) Every employer may on each pay day deduct from the wages due every week to each eligible employee that has worked 25 hours or more but less than 42 hours during the contribution week concerned, the contribution specified below multiplied by the difference between the hours actually worked and 42 hours, as the employee's contribution to the holiday fund:

Category of employee	From the date of commencement of this Agreement.
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	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	c	c	c	c
	Per Hour	Per Hour	Per Hour	Per Hour
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	56	56	56	56
(ii) clause 10 (1) (b) (1)	63	63	63	63
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	69	69	69	69
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	76	76	76	76
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	85	85	85	85
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	95	95	95	95
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	106	106	106	106
(viii) clause 10 (1) (g)	113	113	113	113
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	126	126	126	126
(x) clause 10 (1) (i) (1) and (i) (3)	141	141	141	141
(xi) clause 10 (1) (j) (1)	147	147	147	147
(xii) clause 10 (1) (j) (2)	162	162	162	162
(xiii) clause 10 (j) (3)	178	178	178	178
(xiv) clause 10 (j) (4)	195	195	195	195
(xv) clause 10 (j) (5)	215	215	215	215".

8. CLAUSE 15: RETIREMENT FUNDS

(1) Substitute subclause (4)(a) with the following:

"(4) **Contributions by employer:** (a) Every employer shall contribute an amount to the Retirement Funds on behalf of each eligible employee in respect of each contribution week that the employee remains in its 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 Week	R Per Week	R Per Week	R Per Week
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	60,90	60,90	60,90	60,90
(ii) clause 10 (1) (b) (1)	68,46	68,46	68,46	68,46
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	76,44	76,44	76,44	76,44
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	84,00	84,00	84,00	84,00
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	93,24	93,24	93,24	93,24
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	104,58	104,58	104,58	104,58
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	116,76	116,76	116,76	116,76
(viii) clause 10 (1) (g)	123,90	123,90	123,90	123,90
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	138,60	138,60	138,60	138,60
(x) clause 10 (1) (i) (1) and (i) (3)	154,56	154,56	154,56	154,56

(xi) clause 10 (1) (j) (1)	161,70	161,70	161,70	161,70
(xii) clause 10 (1) (j) (2)	177,66	177,66	177,66	177,66
(xiii) clause 10 (j) (3)	195,72	195,72	195,72	195,72
(xiv) clause 10 (j) (4)	215,04	215,04	215,04	215,04
(xv) clause 10 (j) (5)	236,46	236,46	236,46	236,46".

(2) Substitute subclause (5)(a) with the following:

"(5) **Contribution by the employee:** (a) Every employer may on each pay day deduct from the wages due every week to each eligible employer that has worked 25 hours or more but less than 42 hours during the contribution week concerned, the amounts specified below multiplied by the difference between the hours actually worked and 42 hours, as the employee's contribution to the Retirement Funds-

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
Employees for whom wages are prescribed in-	c	c	c	c
	Per Hour	Per Hour	Per Hour	Per Hour
	(i) clause 10 (1) (a)	145	145	145
	(ii) clause 10 (1) (b) (1)	163	163	163

(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	182	182	182	182
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	200	200	200	200
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	222	222	222	222
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	249	249	249	249
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	278	278	278	278
(viii) clause 10 (1) (g)	295	295	295	295
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	330	330	330	330
(x) clause 10 (1) (i) (1) and (i) (3)	368	368	368	368
(xi) clause 10 (1) (j) (1)	385	385	385	385
(xii) clause 10 (1) (j) (2)	423	423	423	423
(xiii) clause 10 (j) (3)	466	466	466	466
(xiv) clause 10 (j) (4)	512	512	512	512
(xv) clause 10 (j) (5)	563	563	563	563".

9. CLAUSE 16: SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE

BENEFIT FUND FOR THE BUILDING INDUSTRY

(1) Substitute subclause (3) with the following:

"(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 week for which the employee remains in its employ, which shall be calculated as follows-

Category of employee	From the date of commencement of this Agreement.
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	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	Per Week	Per Week	Per Week	Per Week
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	6,30	6,30	6,30	6,30
(ii) clause 10 (1) (b) (1)	7,14	7,14	7,14	7,14
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	7,95	7,95	7,95	7,95
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	8,40	8,40	8,40	8,40
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	9,66	9,66	9,66	9,66
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	10,50	10,50	10,50	10,50
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	11,76	11,76	11,76	11,76
(viii) clause 10 (1) (g)	12,60	12,60	12,60	12,60
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	13,86	13,86	13,86	13,86
(x) clause 10 (1) (i) (1) and (i) (3)	15,54	15,54	15,54	15,54
(xi) clause 10 (1) (j) (1)	16,38	16,38	16,38	16,38
(xii) clause 10 (1) (j) (2)	18,06	18,06	18,06	18,06
(xiii) clause 10 (j) (3)	19,74	19,74	19,74	19,74
(xiv) clause 10 (j) (4)	21,84	21,84	21,84	21,84
(xv) clause 10 (j) (5)	23,94	23,94	23,94	23,94

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

(2) Substitute subclause (4) with the following:

"(4) **Contributions by the employee:** Every employer may on each pay day deduct from the wages due every week to each eligible employee that has worked 25 hours or more but less than 42 hours during the contribution week concerned, the amounts specified below multiplied by the difference between the hours actually worked and 42 hours, as the employee's contribution to the Fund:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	c	c	c	c
	Per Hour	Per Hour	Per Hour	Per Hour
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	15	15	15	15
(ii) clause 10 (1) (b) (1)	17	17	17	17
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	19	19	19	19
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	20	20	20	20
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	23	23	23	23
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	25	25	25	25
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	28	28	28	28

(viii) clause 10 (1) (g)	30	30	30	30
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	33	33	33	33
(x) clause 10 (1) (i) (1) and (i) (3)	37	37	37	37
(xi) clause 10 (1) (j) (1)	39	39	39	39
(xii) clause 10 (1) (j) (2)	43	43	43	43
(xiii) clause 10 (j) (3)	47	47	47	47
(xiv) clause 10 (j) (4)	52	52	52	52
(xv) clause 10 (j) (5)	57	57	57	57".

10. CLAUSE 17: STABILISATION FUND

Substitute subclause 17 (2) with the following:

"(2) **Contribution:** Every employer shall on each pay day deduct from the wages due every week 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'
Employees for whom wages are prescribed in-	R	R	R	R
	Per Week	Per Week	Per Week	Per Week
(i) clause 10 (1) (a)	8,00	8,00	8,00	8,00

(ii) clause 10 (1) (b) (1)	8,00	8,00	8,00	8,00
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	8,00	8,00	8,00	8,00
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	8,00	8,00	8,00	8,00
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	8,00	8,00	8,00	8,00
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	8,00	8,00	8,00	8,00
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	8,00	8,00	8,00	8,00
(viii) clause 10 (1) (g)	8,00	8,00	8,00	8,00
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	8,00	8,00	8,00	8,00
(x) clause 10 (1) (i) (1) and (i) (3)	8,00	8,00	8,00	8,00
(xi) clause 10 (1) (j) (1)	8,00	8,00	8,00	8,00
(xii) clause 10 (1) (j) (2)	8,00	8,00	8,00	8,00
(xiii) clause 10 (j) (3)	8,00	8,00	8,00	8,00
(xiv) clause 10 (j) (4)	8,00	8,00	8,00	8,00
(xv) clause 10 (j) (5)	8,00	8,00	8,00	8,00".

11. CLAUSE 19: EXPENSES OF THE COUNCIL

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

"(1) **Contributions by the employer:** (a) Every employer shall contribute an amount to the Council in respect of each eligible employee for each contribution week that the employee remains in his employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area	Area	Area	Area

	'A'	'B'	'C'	'D'
	R	R	R	R
	Per	Per	Per	Per
	Week	Week	Week	Week
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	9,24	9,24	9,24	9,24
(ii) clause 10 (1) (b) (1)	10,08	10,08	10,08	10,08
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	11,34	11,34	11,34	11,34
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	12,60	12,60	12,60	12,60
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	13,86	13,86	13,86	13,86
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	15,54	15,54	15,54	15,54
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	17,64	17,64	17,64	17,64
(viii) clause 10 (1) (g)	18,48	18,48	18,48	18,48
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	21,00	21,00	21,00	21,00
(x) clause 10 (1) (i) (1) and (i) (3)	23,10	23,10	23,10	23,10
(xi) clause 10 (1) (j) (1)	24,36	24,36	24,36	24,36
(xii) clause 10 (1) (j) (2)	26,88	26,88	26,88	26,88
(xiii) clause 10 (j) (3)	29,40	29,40	29,40	29,40
(xiv) clause 10 (j) (4)	32,34	32,34	32,34	32,34
(xv) clause 10 (j) (5)	35,70	35,70	35,70	35,70

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

(2) Substitute the following for clause (2):

"(2) **Contribution by employee:** (a) Every employer may on each pay day deduct from the wages due every week to each eligible employee that has worked 25 hours or more but not less than 42 hours during the contribution week concerned the amounts specified below multiplied by the difference between the hours actually worked and 42 hours, as the employee's contribution to the expenses of the Council-

Category of employee	From the date of commencement of this Agreement.			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	c	c	c	c
	Per	Per	Per	Per
	Hour	Hour	Hour	Hour
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	22	22	22	22
(ii) clause 10 (1) (b) (1)	24	24	24	24
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	27	27	27	27
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	30	30	30	30
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	33	33	33	33
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	37	37	37	37
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	42	42	42	42
(viii) clause 10 (1) (g)	44	44	44	44

(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	50	50	50	50
(x) clause 10 (1) (i) (1) and (i) (3)	55	55	55	55
(xi) clause 10 (1) (j) (1)	58	58	58	58
(xii) clause 10 (1) (j) (2)	64	64	64	64
(xiii) clause 10 (j) (3)	70	70	70	70
(xiv) clause 10 (j) (4)	77	77	77	77
(xv) clause 10 (j) (5)	85	85	85	85".

Substitute the following for clause (3):

"(3) **Special levy by the employee:** (a) Every employer may on each pay day deduct from the wages due every week 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	R	R	R
	Per Week	Per Week	Per Week	Per Week
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	2,94	2,94	2,94	2,94
(ii) clause 10 (1) (b) (1)	3,36	3,36	3,36	3,36
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	3,78	3,78	3,78	3,78

(iv) clause 10 (1) (c), (m) (1) and (k) (2)	4,20	4,20	4,20	4,20
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	4,62	4,62	4,62	4,62
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	5,04	5,04	5,04	5,04
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	5,46	5,46	5,46	5,46
(viii) clause 10 (1) (g)	5,88	5,88	5,88	5,88
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	6,72	6,72	6,72	6,72
(x) clause 10 (1) (i) (1) and (i) (3)	7,14	7,14	7,14	7,14
(xi) clause 10 (1) (j) (1)	7,56	7,56	7,56	7,56
(xii) clause 10 (1) (j) (2)	8,40	8,40	8,40	8,40
(xiii) clause 10 (j) (3)	9,24	9,24	9,24	9,24
(xiv) clause 10 (j) (4)	10,08	10,08	10,08	10,08
(xv) clause 10 (j) (5)	10,92	10,92	10,92	10,92

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

12. CLAUSE 20: TRADE UNION DEDUCTIONS

- (1) Substitute subclause 20(1)(a) and (b) with the following:

"(1) **Trade Union member subscriptions:** (a) Every employer shall on each pay day deduct from the wages due every week to each eligible employee who is a member of the trade union which is party to this Agreement, the amount calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	Per	Per	Per	Per
	Week	Week	Week	Week
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	8,00	8,00	8,00	8,00
(ii) clause 10 (1) (b) (1)	8,00	8,00	8,00	8,00
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	8,00	8,00	8,00	8,00
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	8,00	8,00	8,00	8,00
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	8,00	8,00	8,00	8,00
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	8,00	8,00	8,00	8,00
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	8,00	8,00	8,00	8,00
(viii) clause 10 (1) (g)	8,00	8,00	8,00	8,00
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	8,00	8,00	8,00	8,00
(x) clause 10 (1) (i) (1) and (i) (3)	8,00	8,00	8,00	8,00
(xi) clause 10 (1) (j) (1)	8,00	8,00	8,00	8,00
(xii) clause 10 (1) (j) (2)	8,00	8,00	8,00	8,00
(xiii) clause 10 (j) (3)	8,00	8,00	8,00	8,00
(xiv) clause 10 (j) (4)	8,00	8,00	8,00	8,00
(xv) clause 10 (j) (5)	8,00	8,00	8,00	8,00

"(b) Every employer shall pay the amount referred to in subclause (1) (a) to the Council on the employee's normal pay day."

13. **CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS**

Substitute clause (21) (1) and (21) (2) 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 R6.00 per week in respect of each eligible employee employed by him during that contribution week.
- (2) The Council shall each month, pay over to the employers' organisations all moneys paid to the Council in terms of subclause (1) above, less a collection fee which shall be determined from time to time by the Council on gross collections, which amount shall accrue to the general funds of the Council."

14. **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 deduct from the wages due every week to each eligible employee who is a member of the trade union which is a party to this Agreement, the amount calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'

	R Per Week	R Per Week	R Per Week	R Per Week
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	-	-	-	-
(ii) clause 10 (1) (b) (1)	-	-	-	-
(iii) clause 10 (1) (b) (2), (b) (3) and (k) (1)	-	-	-	-
(iv) clause 10 (1) (c), (m) (1) and (k) (2)	4.50	4.50	4.50	4.50
(v) clause 10 (1) (d), (m) (2), (k) (3) and (L) (1)	4.50	4.50	4.50	4.50
(vi) clause 10 (1) (e), (m) (3), (L) (2) and (k) (4)	4.50	4.50	4.50	4.50
(vii) clause 10 (1) (f), (m) (4) and (L) (3)	4.50	4.50	4.50	4.50
(viii) clause 10 (1) (g)	5.00	5.00	5.00	5.00
(ix) clause 10 (1) (h) (1), (h) (2) and (i) (2)	5.00	5.00	5.00	5.00
(x) clause 10 (1) (i) (1) and (i) (3)	5.00	5.00	5.00	5.00
(xi) clause 10 (1) (j) (1)	5.00	5.00	5.00	5.00
(xii) clause 10 (1) (j) (2)	5.00	5.00	5.00	5.00
(xiii) clause 10 (j) (3)	5.00	5.00	5.00	5.00
(xiv) clause 10 (j) (4)	5.00	5.00	5.00	5.00
(xv) clause 10 (j) (5)	5.00	5.00	5.00	5.00".

15. CLAUSE 28: NOTICE BOARD

Delete the word "owner-builder in subclause (1) and subclause (2)".

16. 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 R3.00 per week in respect of each eligible employee employed by him during that contribution week.”

SIGNED ON BEHALF OF THE PARTIES ON THIS 19th DAY OF AUGUST 2008.

D.J. PHILLIPS
CHAIRMAN

D.E. SIMMONS
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