

No. R. 845

1 October 2010

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 Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from 11 October 2010 and for the period ending 31 December 2015.

M M S MDLADLANA
MINISTER OF LABOUR

SCHEDULE

BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND

COLLECTIVE AGREEMENT

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

Master Builders Association North Boland
Master Builders Association West Boland

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

Building Workers Union

(hereinafter referred tot as the "employees" or the "trade union") of the other part, being the parties to the Building Bargaining Council North and West Boland, to amend the Collective Agreement, extended to non-parties, published under Government Notice R. 1011 of 26 October 2007 as amended and extended by Government Notices No R. 1012 of 26 October 2007, R. 1174 of 7 November 2008 and R. 1083 of 13 November 2009.

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 2015.

2. CLAUSE 4: DEFINITIONS

Add the following after the definition of steel construction:

(1) "Provided that the Building Industry North & West Boland shall not include activities covered by the Iron, Steel, Engineering and Metallurgical Industry."

(2) **Add the following definition after the definition of Industry:**

"Iron-; steel-; engineering- and metallurgical industry

The Building Industry North & West Boland shall exclude activities covered by the Metal and Engineering Industries Bargaining Council as define in their registered scope of 12 November 1997."

3. CLAUSE 9: CONDITIONS OF SERVICE

Substitute the following for subclause (1)(c):

"(1)(c) **Paid working time:** The daily paid working time of an employee shall commence when the employee starts working at his actual place of work or job site, and shall end when the employee stops working at his actual place of work or job site, and shall exclude all travelling time to and from the actual place of work or job site: Provided that if the employee, on the instructions of the employer, has to move to another place of work or job site after his daily paid working time has already commenced, such travelling time shall be deemed to be time worked by the employee.

An employee, that assist a vehicle driver and accompany him during a trip, on instructions of the employer, must be paid in full for the same hours worked as worked by the vehicle driver. This clause is only appropriate if the trip is more than one and a half hour in the morning before normal work hours and/if more than one an a half hour in the evening after normal working hours."

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

"(i) The 2010/2011 annual building industry shut-down period shall commence at 17:00 on 17 December 2010 and end at 08:00 on 10 January 2011."

Substitute the following for subclause (9)(4)(a):

“(a) All time worked in excess of the number of ordinary hours work (45 hours) in one week shall be overtime.”

Substitute the following for subclause (10)(f):

“(f) An employee who is retrenched in terms of this clause shall be entitled to a severance payment as provided for in terms of Section 41 of the Basic Conditions of Employment Act, 75 of 1997 [one week of that employee's current remuneration (basic wage plus the employer's contributions to the employee's benefit fund provided for in this Agreement) per completed year of continuous service with his employer.]”

Add the following new subclause after subclause (12)(f):

“(g) Notwithstanding subsection (b) employees will be entitled to an additional 7 days family responsibility leave, without payment, with the necessary evidence, subject to subsection (e) provided that no disciplinary action against employees will be taken.”

4. CLAUSE 10: REMUNERATION**Substitute the following for subclause (1):**

“(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	11,50	11,50	11,50	11,50
(b) General worker (Beginner)	12,65	12,65	12,65	12,65
(c) General worker				
(d) Builder worker & Learner Category 4	13,91	13,91	13,91	13,91
(e) Builder worker & Learner Category 3				
(f) Builder worker & Learner Category 2				
(g) Builder worker & Learner Category 1	15,31	15,31	15,31	15,31
(h) Artisan: Painter, Carpet, Floor layer, Waterproofer and Crane operator	16,84	16,84	16,84	16,84
(i)(a) Artisan in all other trades				
(b) Artisan in all other trades	18,52	18,52	18,52	18,52
(c) Artisan in all other trades				
(d) Artisan in all other trades	20,37	20,37	20,37	20,37
(e) Artisan in all other trades				

(f) Artisan in all other trades	22,41	22,41	22,41	22,41
(g) Artisan in all other trades				
(h) Artisan in all other trades				
(j) Guards (full time) Per day (9 hours)	24,65	24,65	24,65	24,65
	27,12	27,12	27,12	27,12
(k) Drivers of motor vehicles and operators which are required to be in possession of a code: Per day (9 hours)	29,83	29,83	29,83	29,83
	32,81	32,81	32,81	32,81
(1) B licence				
(2) C1 licence	36,09	36,09	36,09	36,09
(3) C or EB or EC1 licence				
(4) EC licence	39,70	39,70	39,70	39,70
	43,67	43,67	43,67	43,67
	48,04	48,04	48,04	48,04
	per day	per day	per day	per day
	119,52	119,52	119,52	119,52
	per day	per day	per day	per day
	137,79	137,79	137,79	137,79
	151,56	151,56	151,56	151,56
	166,68	166,68	166,68	166,68
	201,69	201,69	201,69	201,69

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."

Substitute the following for subclause (3):

"(3) Overtime

- (a) An employer shall pay an employee who works overtime in accordance with clause 9(4)(a), as follows:

- (i) In respect of overtime worked -
on Monday to Friday, inclusive, one and a half times his hourly wage in respect of each hour or part of an hour so worked in any week;
- (ii) in respect of overtime worked -
on Saturday prior to 17:00, one and a half times his hourly wage in respect of each hour or part of an hour so worked in any week;
- (iii) in respect of overtime worked -
 - (aa) after 17:00 on Saturday;
 - (ab) on Sunday and up to the normal starting time on Monday;
 - (ac) during the leave periods prescribed in clause 9(6) –two times his hourly wage in respect of each hour or part of an hour so worked in any week."

Substitute the following for subclause (7):

"(7) Accommodation:

- (a) An employee who, in the performance of his duties, is required to work away from his ordinary place of residence at a place of work so situated that such employee is unable to return to his normal place of residence daily shall, in respect of every night such employee spends away from his ordinary place of residence, be afforded suitable cleaning and sleeping facilities, free of charge to the employee, in close proximity to the place of work. All transport required shall also be provided free of charge by the employer."

5. CLAUSE 14: HOLIDAY FUND

Substitute the following for subclauses (1) and (2):

- "(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) of the Agreement. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.

Public holidays as proclaimed under the Public Holidays Act, 1994, will be pro-rata included into the holiday fund.

The following paid holidays will be pro-rata included into the fringe benefits system:

- | | | |
|-------------------|---|----------------------|
| 1. 21 March 2011 | - | Human Rights Day |
| 2. 22 April 2011 | - | Good Friday |
| 3. 25 April 2011 | - | Family Day |
| 4. 27 April 2011 | - | Freedom Day |
| 5. 02 May 2011 | - | Workers Day |
| 6. 16 June 2011 | - | Youth Day |
| 7. 09 August 2011 | - | National Women's Day |

8. (Possible Local Election Day)

The public holidays that fall during the leave period: December 16, 2011 (Reconciliation Day) and December 26, 2011 (Day of Goodwill) is pro-rata included in the holiday fund.

- (2) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per day	R per day	R per day	R per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	7,89	7,89	7,89	7,89
(ii) clause 10 (1) (b)	8,67	8,67	8,67	8,67
(iii) clause 10 (1) (c)	9,54	9,54	9,54	9,54
(iv) clause 10 (1) (d)	10,50	10,50	10,50	10,50
(v) clause 10 (1) (e)	11,55	11,55	11,55	11,55
(vi) clause 10 (1) (f)	12,70	12,70	12,70	12,70
(vii) clause 10 (1) (g)	13,97	13,97	13,97	13,97
(viii) clause 10 (1) (h)	15,37	15,37	15,37	15,37
(ix) clause 10 (1) (i) (1)	16,90	16,90	16,90	16,90
(x) clause 10 (1) (i) (2)	18,59	18,59	18,59	18,59
(xi) clause 10 (1) (i) (3)	20,45	20,45	20,45	20,45
(xii) clause 10 (1) (i) (4)	22,50	22,50	22,50	22,50
(xiii) clause 10 (1) (i) (5)	24,75	24,75	24,75	24,75
(xiv) clause 10 (1) (i) (6)	27,22	27,22	27,22	27,22
(xv) clause 10 (1) (i) (7)	29,95	29,95	29,95	29,95
(xvi) clause 10 (1) (i) (8)	32,94	32,94	32,94	32,94
(xvii) clause 10 (1) (j)	9,11	9,11	9,11	9,11
(xviii) clause 10 (1) (k) (1)	10,50	10,50	10,50	10,50
(xix) clause 10 (1) (k) (2)	11,55	11,55	11,55	11,55
(xx) clause 10 (1) (k) (3)	12,70	12,70	12,70	12,70
(xxi) clause 10 (1) (k) (4)	15,37	15,37	15,37	15,37

- (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."

6. CLAUSE 15: RETIREMENT FUNDS

Substitute the following for subclauses (4)(a)(b):

“(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)	14,49	14,49	14,49	14,49
(ii) clause 10 (1) (b)	15,94	15,94	15,94	15,94
(iii) clause 10 (1) (c)	17,53	17,53	17,53	17,53
(iv) clause 10 (1) (d)	19,29	19,29	19,29	19,29
(v) clause 10 (1) (e)	21,21	21,21	21,21	21,21
(vi) clause 10 (1) (f)	23,34	23,34	23,34	23,34
(vii) clause 10 (1) (g)	25,67	25,67	25,67	25,67
(viii) clause 10 (1) (h)	28,24	28,24	28,24	28,24
(ix) clause 10 (1) (i) (1)	31,06	31,06	31,06	31,06
(x) clause 10 (1) (i) (2)	34,17	34,17	34,17	34,17
(xi) clause 10 (1) (i) (3)	37,58	37,58	37,58	37,58
(xii) clause 10 (1) (i) (4)	41,34	41,34	41,34	41,34
(xiii) clause 10 (1) (i) (5)	45,48	45,48	45,48	45,48
(xiv) clause 10 (1) (i) (6)	50,02	50,02	50,02	50,02
(xv) clause 10 (1) (i) (7)	55,03	55,03	55,03	55,03
(xvi) clause 10 (1) (i) (8)	60,53	60,53	60,53	60,53
(xvii) clause 10 (1) (j)	16,73	16,73	16,73	16,73
(xviii) clause 10 (1) (k) (1)	19,29	19,29	19,29	19,29
(xix) clause 10 (1) (k) (2)	21,21	21,21	21,21	21,21
(xx) clause 10 (1) (k) (3)	23,34	23,34	23,34	23,34
(xvii) clause 10 (1) (k) (4)	28,24	28,24	28,24	28,24

- (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.”

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

Substitute the following for subclauses (3)(a)(b):

“(3) Contributions by the employer:

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

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per day	R per day	R per day	R per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,45	1,45	1,45	1,45
(ii) clause 10 (1) (b)	1,59	1,59	1,59	1,59
(iii) clause 10 (1) (c)	1,75	1,75	1,75	1,75
(iv) clause 10 (1) (d)	1,93	1,93	1,93	1,93
(v) clause 10 (1) (e)	2,12	2,12	2,12	2,12
(vi) clause 10 (1) (f)	2,33	2,33	2,33	2,33
(vii) clause 10 (1) (g)	2,57	2,57	2,57	2,57
(viii) clause 10 (1) (h)	2,82	2,82	2,82	2,82
(ix) clause 10 (1) (i) (1)	3,11	3,11	3,11	3,11
(x) clause 10 (1) (i) (2)	3,42	3,42	3,42	3,42
(xi) clause 10 (1) (i) (3)	3,76	3,76	3,76	3,76
(xii) clause 10 (1) (i) (4)	4,13	4,13	4,13	4,13
(xiii) clause 10 (1) (i) (5)	4,55	4,55	4,55	4,55
(xiv) clause 10 (1) (i) (6)	5,00	5,00	5,00	5,00
(xv) clause 10 (1) (i) (7)	5,50	5,50	5,50	5,50
(xvi) clause 10 (1) (i) (8)	6,05	6,05	6,05	6,05
(xvii) clause 10 (1) (j)	1,67	1,67	1,67	1,67
(xviii) clause 10 (1) (k) (1)	1,93	1,93	1,93	1,93
(xix) clause 10 (1) (k) (2)	2,12	2,12	2,12	2,12
(xx) clause 10 (1) (k) (3)	2,33	2,33	2,33	2,33
(xxi) clause 10 (1) (k) (4)	2,82	2,82	2,82	2,82

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

8. CLAUSE 17: SAVING FUND

Substitute the following for subclauses (2):

- “(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) (i) (5)	1,00	1,00	1,00	1,00
(xiv) clause 10 (1) (i) (6)	1,00	1,00	1,00	1,00
(xv) clause 10 (1) (i) (7)	1,00	1,00	1,00	1,00
(xvi) clause 10 (1) (i) (8)	1,00	1,00	1,00	1,00
(xvii) clause 10 (1) (j)	1,00	1,00	1,00	1,00
(xviii) clause 10 (1) (k) (1)	1,00	1,00	1,00	1,00
(xix) clause 10 (1) (k) (2)	1,00	1,00	1,00	1,00
(xx) clause 10 (1) (k) (3)	1,00	1,00	1,00	1,00
(xxi) clause 10 (1) (k) (4)	1,00	1,00	1,00	1,00

9. CLAUSE 19: EXPENSES OF THE COUNCIL

Substitute the following for subclauses (1):

- “(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)	1,76	1,76	1,76	1,76
(iii) clause 10 (1) (c)	1,93	1,93	1,93	1,93
(iv) clause 10 (1) (d)	2,13	2,13	2,13	2,13
(v) clause 10 (1) (e)	2,34	2,34	2,34	2,34
(vi) clause 10 (1) (f)	2,57	2,57	2,57	2,57
(vii) clause 10 (1) (g)	2,83	2,83	2,83	2,83
(viii) clause 10 (1) (h)	3,11	3,11	3,11	3,11
(ix) clause 10 (1) (i) (1)	3,42	3,42	3,42	3,42
(x) clause 10 (1) (i) (2)	3,77	3,77	3,77	3,77
(xi) clause 10 (1) (i) (3)	4,14	4,14	4,14	4,14
(xii) clause 10 (1) (i) (4)	4,56	4,56	4,56	4,56
(xiii) clause 10 (1) (i) (5)	5,01	5,01	5,01	5,01
(xiv) clause 10 (1) (i) (6)	5,51	5,51	5,51	5,51
(xv) clause 10 (1) (i) (7)	6,06	6,06	6,06	6,06
(xvi) clause 10 (1) (i) (8)	6,67	6,67	6,67	6,67
(xiii) clause 10 (1) (j)	1,84	1,84	1,84	1,84
(xiv) clause 10 (1) (k) (1)	2,13	2,13	2,13	2,13
(xv) clause 10 (1) (k) (2)	2,34	2,34	2,34	2,34
(xvi) clause 10 (1) (k) (3)	2,57	2,57	2,57	2,57
(xvii) clause 10 (1) (k) (4)	3,11	3,11	3,11	3,11

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

Substitute the following for subclauses (2)(a)(b):

"(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)	1,27	1,27	1,27	1,27

(ii) clause 10 (1) (b)	1,39	1,39	1,39	1,39
(iii) clause 10 (1) (c)	1,53	1,53	1,53	1,53
(iv) clause 10 (1) (d)	1,69	1,69	1,69	1,69
(v) clause 10 (1) (e)	1,85	1,85	1,85	1,85
(vi) clause 10 (1) (f)	2,04	2,04	2,04	2,04
(vii) clause 10 (1) (g)	2,24	2,24	2,24	2,24
(viii) clause 10 (1) (h)	2,47	2,47	2,47	2,47
(ix) clause 10 (1) (i) (1)	2,71	2,71	2,71	2,71
(x) clause 10 (1) (i) (2)	2,99	2,99	2,99	2,99
(xi) clause 10 (1) (i) (3)	3,28	3,28	3,28	3,28
(xii) clause 10 (1) (i) (4)	3,61	3,61	3,61	3,61
(xiii) clause 10 (1) (i) (5)	3,97	3,97	3,97	3,97
(xiv) clause 10 (1) (i) (6)	4,37	4,37	4,37	4,37
(xv) clause 10 (1) (i) (7)	4,81	4,81	4,81	4,81
(xvi) clause 10 (1) (i) (8)	5,29	5,29	5,29	5,29
(xvii) clause 10 (1) (j)	1,46	1,46	1,46	1,46
(xviii) clause 10 (1) (k) (1)	1,69	1,69	1,69	1,69
(xix) clause 10 (1) (k) (2)	1,85	1,85	1,85	1,85
(xx) clause 10 (1) (k) (3)	2,04	2,04	2,04	2,04
(xxi) clause 10 (1) (k) (4)	2,47	2,47	2,47	2,47

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

9. CLAUSE 20: TRADE UNION DEDUCTIONS

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

"(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 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)	1,60	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) (i) (5)	1,60	1,60	1,60	1,60
(xiv) clause 10 (1) (i) (6)	1,60	1,60	1,60	1,60
(xv) clause 10 (1) (i) (7)	1,60	1,60	1,60	1,60
(xvi) clause 10 (1) (i) (8)	1,60	1,60	1,60	1,60
(xvii) clause 10 (1) (j)	1,60	1,60	1,60	1,60
(xviii) clause 10 (1) (k) (1)	1,60	1,60	1,60	1,60
(xix) clause 10 (1) (k) (2)	1,60	1,60	1,60	1,60
(xx) clause 10 (1) (k) (3)	1,60	1,60	1,60	1,60
(xxi) clause 10 (1) (k) (4)	1,60	1,60	1,60	1,60

10. CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

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

"(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 R1,30 per day."

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

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

"(1)(a) Every employer shall, as requested by the employee, on each pay day, deduct from the wages due every day to each eligible employee who is a member of the WP Sick fund, the amount specified below:

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

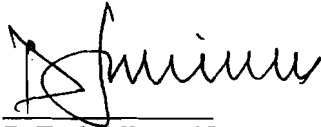
(v) clause 10 (1) (e)	-	-	-	-
(vi) clause 10 (1) (f)	-	-	-	-
(vii) clause 10 (1) (g)	-	-	-	-
(viii) clause 10 (1) (h)	1,00	1,00	1,00	1,00
(ix) clause 10 (1) (i) (1)	1,00	1,00	1,00	1,00
(x) clause 10 (1) (i) (2)	1,00	1,00	1,00	1,00
(xi) clause 10 (1) (i) (3)	1,00	1,00	1,00	1,00
(xii) clause 10 (1) (i) (4)	1,00	1,00	1,00	1,00
(xiii) clause 10 (1) (i) (5)	1,00	1,00	1,00	1,00
(xiv) clause 10 (1) (i) (6)	1,00	1,00	1,00	1,00
(xv) clause 10 (1) (i) (7)	1,00	1,00	1,00	1,00
(xvi) clause 10 (1) (i) (8)	1,00	1,00	1,00	1,00
(xvii) clause 10 (1) (j)	-	-	-	-
(xviii) clause 10 (1) (k) (1)	-	-	-	-
(xix) clause 10 (1) (k) (2)	-	-	-	-
(xx) clause 10 (1) (k) (3)	-	-	-	-
(xxi) clause 10 (1) (k) (4)	-	-	-	-"

12. CLAUSE 29: TRAINING FUND

Substitute the following for subclause (1):

"(1) Every employer who is a party to this Agreement shall, on each pay day, pay to the Council an amount of R0,70 per day in respect of each eligible employee in his/her employ during that contribution day."

SIGNED ON BEHALF OF THE PARTIES ON THIS 17th DAY OF AUGUST 2010.



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