

No. R. 624

5 August 2011

LABOUR RELATIONS ACT, 1995**BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND:
EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE RE-
ENACTING AND AMENDING AGREEMENT**

I, **NELISIWE MILDRED 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 **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 8 August 2011 and for the period ending 31 December 2015.

N. M. OLIPHANT**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' organisations"), 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.

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, Montagu, Robertson, Tulbagh and Worcester;
 - (c) Overberg District Municipality excluding Overstrand Local Municipality (which includes Gansbaai, Hangklip, Kleinmond, Hermanus and Stanford);
 - (d) Central Karoo District Municipality (excluding the Magisterial District of Beaufort-West); and

- (e) West Coast District Municipality (excluding the Magisterial District of Malmesbury).
- (2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to-
- (a) only those classes of employees for whom wages are prescribed 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 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 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), 1A and 2 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. SPECIAL PROVISIONS

The provisions contained in clauses 3 and 29 of the Agreement published under Government Gazette Notice No. 1011 of 26 October 2007, as amended and extended by Government Notices Nos. R. 1012 of 26 October 2007, R. 1174 of 7 November 2008 and R. 1083 of 13 November 2009 (hereinafter referred to as the "Former Agreement"), as further amended, renewed, extended or re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

3. GENERAL PROVISIONS

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

4. CLAUSE 4: DEFINITIONS

Substitute the definitions of "Area A", "Area B", "Area C" and "Area D" with the following:

"Area A: Laingsburg local municipality – which includes: Laingsburg, Matjiesfontein;
Prince Albert local municipality – which includes: Prince Albert, Leeu-Gamka, Klaarstroom, Merweville;

Matzikama local municipality – which includes: Doring Bay, Strandfontein, Ebenhaeser, Lutzville, Koekenaap, Vredendal, Vanrhynsdorp, Klawer, Trawal, Papendorp;

Cederberg local municipality – which includes: Clanwilliam, Graafwater, Lamberts Bay, Elands Bay, Citrusdal, Wuppertal;

Area B: Saldanha Bay local municipality – which includes: Port-Owen, St Helena Bay, Stompneus Bay, Paternoster, Vredenburg, Saldanha Bay, Langebaan, Hopefield;

Magisterial District Moorreesburg

Bergrivier local municipality – which includes: Piketberg, Veldrif, Aurora, Porterville, Redelinghuys, Eendekuil, Dwarkersbos;

Area C: Breede River/Winelands local municipality – which includes: Robertson, McGregor, Montagu, Ashton, Bonnievale;

Breede Valley local municipality – which includes: Worcester, Rawsonville, De Doorns, Touws River;

Witzenberg local municipality – which includes: Tulbagh, Wolseley, Ceres, Prince Alfred Hamlet;

Area D: Swellendam local municipality – which includes: Swellendam, Buffelsjagsrivier, Suurbraak, Barrydale, Infanta, Malgas;

Cape Agulhas local municipality – which includes: Napier, Agulhas, Struis Bay, Protea, Klipdale, Arniston/Waenhuiskrans, Bredasdorp, Elim;

Theewaterskloof local municipality – which includes: Genadendal, Greyton, Grabouw, Villiersdorp, Botrivier, Riversonderend and Caledon.”

5. CLAUSE 10: REMUNERATION

Substitute the following for sub-clause (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	R	R	R
	Per	Per	Per	Per
	hour	hour	hour	hour
(a) Cleaner	8,62	11,50	11,50	11,50
(b) General worker (Beginner)	9,70	12,65	12,65	12,65
(c) General worker	10,78	13,91	13,91	13,91
(d) Builder worker & Learner Category 4	12,07	15,31	15,31	15,31
(e) Builder worker & Learner Category 3	13,45	16,84	16,84	16,84
(f) Builder worker & Learner Category 2	15,06	18,52	18,52	18,52
(g) Builder worker & Learner Category 1	16,79	20,37	20,37	20,37
(h) Artisan: Painter, Carpet, Floor layer, Waterproofer and Crane operator	17,85	22,41	22,41	22,41
(i)(a) Artisan in all other trades	23,30	24,65	24,65	24,65
(b) Artisan in all other trades	25,63	27,12	27,12	27,12
(c) Artisan in all other trades	28,19	29,83	29,83	29,83

(d) Artisan in all other trades	31,01	32,81	32,81	32,81
(e) Artisan in all other trades	34,11	36,09	36,09	36,09
(f) Artisan in all other trades	37,52	39,70	39,70	39,70
(g) Artisan in all other trades	41,28	43,67	43,67	43,67
(h) Artisan in all other trades	45,41	48,04	48,04	48,04
	per day	per day	per day	per day
(j) Guards (full time) Per day (9 hours)	97,02	119,52	119,52	119,52
	per day	per day	per day	per day
(k) Drivers of motor vehicles and operators which are required to be in possession of a code: Per day (9 hours)				
(1) B licence	108,63	137,79	137,79	137,79
(2) C1 licence	121,05	151,56	151,56	151,56
(3) C or EB or EC1 licence	135,54	166,68	166,68	166,68
(4) EC licence	160,65	201,69	201,69	201,69

Provided that the afore-mentioned 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."

6. CLAUSE 14: HOLIDAY FUND

Substitute the following for sub-clauses (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	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	4,14	7,89	7,89	7,89
(ii) clause 10 (1) (b)	4,66	8,67	8,67	8,67
(iii) clause 10 (1) (c)	5,17	9,54	9,54	9,54
(iv) clause 10 (1) (d)	5,79	10,50	10,50	10,50
(v) clause 10 (1) (e)	6,46	11,55	11,55	11,55
(vi) clause 10 (1) (f)	10,33	12,70	12,70	12,70
(vii) clause 10 (1) (g)	8,06	13,97	13,97	13,97
(viii) clause 10 (1) (h)	8,57	15,37	15,37	15,37
(ix) clause 10 (1) (i) (1)	11,18	16,90	16,90	16,90
(x) clause 10 (1) (i) (2)	12,30	18,59	18,59	18,59
(xi) clause 10 (1) (i) (3)	13,53	20,45	20,45	20,45
(xii) clause 10 (1) (i) (4)	14,89	22,50	22,50	22,50

(xiii) clause 10 (1) (i) (5)	16,37	24,75	24,75	24,75
(xiv) clause 10 (1) (i) (6)	18,01	27,22	27,22	27,22
(xv) clause 10 (1) (i) (7)	19,81	29,95	29,95	29,95
(xvi) clause 10 (1) (i) (8)	21,79	32,94	32,94	32,94
(xvii) clause 10 (1) (j)	5,17	9,11	9,11	9,11
(xviii) clause 10 (1) (k) (1)	5,79	10,50	10,50	10,50
(xix) clause 10 (1) (k) (2)	6,46	11,55	11,55	11,55
(xx) clause 10 (1) (k) (3)	10,33	12,70	12,70	12,70
(xxi) clause 10 (1) (k) (4)	8,57	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."

7. CLAUSE 15: RETIREMENT FUNDS

Substitute the following for sub-clauses (4)(a) and (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	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	10,86	14,49	14,49	14,49
(ii) clause 10 (1) (b)	12,22	15,94	15,94	15,94
(iii) clause 10 (1) (c)	13,58	17,53	17,53	17,53
(iv) clause 10 (1) (d)	15,21	19,29	19,29	19,29
(v) clause 10 (1) (e)	16,95	21,21	21,21	21,21
(vi) clause 10 (1) (f)	18,98	23,34	23,34	23,34
(vii) clause 10 (1) (g)	21,16	25,67	25,67	25,67
(viii) clause 10 (1) (h)	22,49	28,24	28,24	28,24
(ix) clause 10 (1) (i) (1)	29,36	31,06	31,06	31,06
(x) clause 10 (1) (i) (2)	32,29	34,17	34,17	34,17
(xi) clause 10 (1) (i) (3)	35,52	37,58	37,58	37,58
(xii) clause 10 (1) (i) (4)	39,08	41,34	41,34	41,34
(xiii) clause 10 (1) (i) (5)	42,98	45,48	45,48	45,48
(xiv) clause 10 (1) (i) (6)	47,28	50,02	50,02	50,02
(xv) clause 10 (1) (i) (7)	52,01	55,03	55,03	55,03
(xvi) clause 10 (1) (i) (8)	57,21	60,53	60,53	60,53

(xvii) clause 10 (1) (j)	13,58	16,73	16,73	16,73
(xviii) clause 10 (1) (k) (1)	15,21	19,29	19,29	19,29
(xix) clause 10 (1) (k) (2)	16,95	21,21	21,21	21,21
(xx) clause 10 (1) (k) (3)	18,98	23,34	23,34	23,34
(xvii) clause 10 (1) (k) (4)	22,49	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."

8. CLAUSE 16: SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE

BENEFIT FUND FOR THE BUILDING INDUSTRY

Substitute the following for sub-clauses (3)(a) and (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	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,09	1,45	1,45	1,45
(ii) clause 10 (1) (b)	1,22	1,59	1,59	1,59
(iii) clause 10 (1) (c)	1,36	1,75	1,75	1,75
(iv) clause 10 (1) (d)	1,52	1,93	1,93	1,93
(v) clause 10 (1) (e)	1,69	2,12	2,12	2,12
(vi) clause 10 (1) (f)	1,90	2,33	2,33	2,33
(vii) clause 10 (1) (g)	2,12	2,57	2,57	2,57
(viii) clause 10 (1) (h)	2,25	2,82	2,82	2,82
(ix) clause 10 (1) (i) (1)	2,94	3,11	3,11	3,11
(x) clause 10 (1) (i) (2)	3,23	3,42	3,42	3,42
(xi) clause 10 (1) (i) (3)	3,55	3,76	3,76	3,76
(xii) clause 10 (1) (i) (4)	3,91	4,13	4,13	4,13
(xiii) clause 10 (1) (i) (5)	4,30	4,55	4,55	4,55
(xiv) clause 10 (1) (i) (6)	4,73	5,00	5,00	5,00
(xv) clause 10 (1) (i) (7)	5,20	5,50	5,50	5,50
(xvi) clause 10 (10) (i) (8)	5,72	6,05	6,05	6,05

(xvii) clause 10 (1) (j)	1,36	1,67	1,67	1,67
(xviii) clause 10 (1) (k) (1)	1,52	1,93	1,93	1,93
(xix) clause 10 (1) (k) (2)	1,69	2,12	2,12	2,12
(xx) clause 10 (1) (k) (3)	1,90	2,33	2,33	2,33
(xxi) clause 10 (1) (k) (4)	2,25	2,82	2,82	2,82

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

9. CLAUSE 17: SAVING FUND

Substitute the following for sub-clause (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	Area	Area	Area
	'A'	'B'	'C'	'D'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(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"

10. CLAUSE 19: EXPENSES OF THE COUNCIL

Substitute the following for sub-clause (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'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(i) clause 10 (1) (a)	1,20	1,60	1,60	1,60
(ii) clause 10 (1) (b)	1,35	1,76	1,76	1,76
(iii) clause 10 (1) (c)	1,50	1,93	1,93	1,93
(iv) clause 10 (1) (d)	1,68	2,13	2,13	2,13
(v) clause 10 (1) (e)	1,87	2,34	2,34	2,34
(vi) clause 10 (1) (f)	2,09	2,57	2,57	2,57
(vii) clause 10 (1) (g)	2,33	2,83	2,83	2,83
(viii) clause 10 (1) (h)	2,48	3,11	3,11	3,11
(ix) clause 10 (1) (i) (1)	3,24	3,42	3,42	3,42
(x) clause 10 (1) (i) (2)	3,56	3,77	3,77	3,77
(xi) clause 10 (1) (i) (3)	3,91	4,14	4,14	4,14
(xii) clause 10 (1) (i) (4)	4,31	4,56	4,56	4,56
(xiii) clause 10 (1) (i) (5)	4,74	5,01	5,01	5,01
(xiv) clause 10 (1) (i) (6)	5,21	5,51	5,51	5,51

(xv) clause 10 (1) (i) (7)	5,73	6,06	6,06	6,06
(xvi) clause 10 (1) (i) (8)	6,30	6,67	6,67	6,67
(xiii) clause 10 (1) (j)	1,50	1,84	1,84	1,84
(xiv) clause 10 (1) (k) (1)	1,68	2,13	2,13	2,13
(xv) clause 10 (1) (k) (2)	1,87	2,34	2,34	2,34
(xvi) clause 10 (1) (k) (3)	2,09	2,57	2,57	2,57
(xvii) clause 10 (1) (k) (4)	2,48	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 sub-clauses (2)(a) and (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'
Employees for whom wages are prescribed in-	R per day	R per day	R per day	R per day

(i) clause 10 (1) (a)	0,95	1,27	1,27	1,27
(ii) clause 10 (1) (b)	1,07	1,39	1,39	1,39
(iii) clause 10 (1) (c)	1,19	1,53	1,53	1,53
(iv) clause 10 (1) (d)	1,33	1,69	1,69	1,69
(v) clause 10 (1) (e)	1,48	1,85	1,85	1,85
(vi) clause 10 (1) (f)	1,66	2,04	2,04	2,04
(vii) clause 10 (1) (g)	1,85	2,24	2,24	2,24
(viii) clause 10 (1) (h)	1,97	2,47	2,47	2,47
(ix) clause 10 (1) (i) (1)	2,57	2,71	2,71	2,71
(x) clause 10 (1) (i) (2)	2,82	2,99	2,99	2,99
(xi) clause 10 (1) (i) (3)	3,10	3,28	3,28	3,28
(xii) clause 10 (1) (i) (4)	3,42	3,61	3,61	3,61
(xiii) clause 10 (1) (i) (5)	3,76	3,97	3,97	3,97
(xiv) clause 10 (1) (i) (6)	4,13	4,37	4,37	4,37
(xv) clause 10 (1) (i) (7)	4,55	4,81	4,81	4,81
(xvi) clause 10 (1) (i) (8)	5,00	5,29	5,29	5,29
(xvii) clause 10 (1) (j)	1,19	1,46	1,46	1,46
(xviii) clause 10 (1) (k) (1)	1,33	1,69	1,69	1,69
(xix) clause 10 (1) (k) (2)	1,48	1,85	1,85	1,85
(xx) clause 10 (1) (k) (3)	1,66	2,04	2,04	2,04
(xxi) clause 10 (1) (k) (4)	1,97	2,47	2,47	2,47

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

11. CLAUSE 20: TRADE UNION DEDUCTIONS

Substitute the following for sub-clause (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'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(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"

12. CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

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

“(21)(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.”

13. CLAUSE 22: WESTERN PROVINCE BUILDING AND ALLIED TRADERS’

SICK FUND

Substitute the following for sub-clause (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	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	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)	-	-	-	-"

14. CLAUSE 29: TRAINING FUND

Substitute the following for sub-clause (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 19th DAY OF APRIL 2011.

TOTAL WORD COUNT – 3 736


D.J. PHILLIPS
CHAIRMAN


R.C. DAMON
VICE-CHAIRMAN


K.D. MARAIS
MBA NORTH BOLAND


P.A. BOTHA
MBA WEST BOLAND


D.E. SIMMONS
BUILDING WORKERS UNION


L. ONTONG
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND