
GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 957

23 November 2012

LABOUR RELATIONS ACT, 1995

BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND: EXTENSION OF AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON- PARTIES

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 **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 **3 December 2012** and for the period ending 31 December 2015.

MN 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 Greater 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 further amended, re-enacted, extended and renewed by Government Notices Nos R. 1012 of 26 October 2007, R. 1174 of 7 November 2008, R. 1083 of 13 November 2009, R. 844 and R. 845 of 1 October 2010, R. 624 of 5 August 2011 and R. 133 of 24 February 2012.

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 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 definition before the definition of the “general worker (beginner):”

“Labourer (Beginner)” means an employee who is been registered for the first time, who shall be promoted to a **General Worker (Category 2)** after one year and shall perform the same duties as a **General Worker (Category 1).**”

Substitute “general worker (beginner)” and the definition with the following:

“General Worker (Category 2)”, means an employee who has been registered for a year, who shall be promoted to a **General Worker (Category 1)** after a year, who shall perform the same duties as a **General Worker (Category 1).**”

Substitute “General Worker” with “General Worker (Category 1) keep the same definition from (a) to (o).

Substitute the definitions “foreman” and “general foreman” with the following:

“A Foreman shall be an eligible employee if his duties include the following: if he performs the work of an artisan, and is **partly** employed in a supervisory capacity, maintains discipline and if he is held responsible for the efficiency and production on site.

A Foreman however will not be an eligible employee if his duties are as follows:

Always supervising his co-workers on multiple sites, maintaining discipline and if he is held responsible for efficiency and production on site.

If the employer provides an equal or better benefit for pension, sick and holiday fund to his foreman, it will not be necessary to purchase the Council's benefit.

Benefits must be given to an eligible employee.

Only one foreman is allowed per building site. A subcontractor can however appoint one foreman for every ten employees on his building site."

3. CLAUSE 8: EMPLOYMENT STANDARDS

Add the following new subclause (6):

"(6) Individuals or Organisations

No individual or organization may enter an agreement aimed at contracting of Building industry work with a main contractor, developer, contractor labour, labour broker, project manager or specialist contractor, if such a person is not in good standing with the Council.

Each contractor or employer must have a compliance- and registration certificate from the Building Bargaining Council North and West Boland. An individual or organization that enters into a Building industry contract with a main contractor, developer, labour contractor, labour broker, project manager or specialist contractor, which is not in good standing with the Council, shall be liable for their employees, if they fail to comply with any of the terms and conditions of this Collective Agreement."

4. CLAUSE 9: CONDITION OF SERVICE

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

- (i) The 2012/2013 annual building industry shut-down period shall commence at 17:00 on 14 December 2012 and end at 8:00 on 7 January 2013. No building work will be allowed between the 22 December 2012 and the 30 December 2012 without the consent of the Council.”

5. 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	R	R	R
	Per	Per	Per	Per
	hour	hour	hour	hour
(a) Cleaner	12,68	12,68	9,05	12,08
(b) Labourer (Beginner)	12,68	12,68	9,05	12,08
(c) General worker (Category 2)	13,94	13,94	10,19	13,28
(d) General worker (Category 1)	15,34	15,34	11,32	14,61
(e) Builder worker & Learner Category 4	16,88	16,88	12,67	16,08
(f) Builder worker & Learner Category 3	18,56	18,56	14,12	17,68
(g) Builder worker & Learner Category 2	20,42	20,42	15,81	19,45

(h) Builder worker & Learner Category 1	22,46	22,46	17,63	21,39
(i) Artisan: Painter, Carpet, Floor layer, Waterproofer and Crane operator	24,71	24,71	18,74	23,53
(j)(a) Artisan in all other trades	27,17	27,17	24,47	25,88
(b) Artisan in all other trades	29,90	29,90	26,91	28,48
(c) Artisan in all other trades	32,89	32,89	29,60	31,32
(d) Artisan in all other trades	36,17	36,17	32,56	34,45
(e) Artisan in all other trades	39,78	39,78	35,82	37,89
(f) Artisan in all other trades	43,77	43,77	39,40	41,69
(g) Artisan in all other trades	48,14	48,14	43,34	45,85
(h) Artisan in all other trades	52,96	52,96	47,68	50,44
	per day	per day	per day	per day
(k) Guards (full time) Per day (9 hours)	131,78	131,78	101,87	125,50
	per day	per day	per day	per day
(l) Drivers of motor vehicles and operators which are required to be in possession of a code: Per day (9 hours)				
(1) B licence	151,91	151,91	114,06	144,68
(2) C1 licence	167,04	167,04	127,10	159,14
(3) C or EB or EC1 licence	183,76	183,76	142,32	175,01
(4) EC licence	222,36	222,36	168,68	211,77

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.”

6. 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) of the Agreement. Holiday Fund payout at the end of the year shall be for fifteen (15) working days. 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'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(i) clause 10 (1) (a)	6,52	6,52	4,65	6,21
(ii) clause 10 (1) (b)	6,52	6,52	4,65	6,21
(iii) clause 10 (1) (c)	7,17	7,17	5,24	6,83
(iv) clause 10 (1) (d)	7,89	7,89	5,82	7,51
(v) clause 10 (1) (e)	8,68	8,68	6,52	8,27
(vi) clause 10 (1) (f)	9,55	9,55	7,26	9,09
(vii) clause 10 (1) (g)	10,50	10,50	8,13	10,00
(viii) clause 10 (1) (h)	11,55	11,55	9,07	11,00
(ix) clause 10 (1) (i)	12,71	12,71	9,64	12,10
(x) clause 10 (1) (j) (1)	13,98	13,98	12,58	13,31
(xi) clause 10 (1) (j) (2)	15,38	15,38	13,84	14,64
(xii) clause 10 (1) (j) (3)	16,91	16,91	15,22	16,11
(xiii) clause 10 (1) (j) (4)	18,60	18,60	16,75	17,72
(xiv) clause 10 (1) (j) (5)	20,46	20,46	18,42	19,49
(xv) clause 10 (1) (j) (6)	22,51	22,51	20,26	21,44
(xvi) clause 10 (1) (j) (7)	24,76	24,76	22,29	23,58

(xvii) clause 10 (1) (j) (8)	27,24	27,24	24,52	25,94
(xviii) clause 10 (1) (k)	7,53	7,53	5,82	7,17
(xix) clause 10 (1) (l) (1)	8,68	8,68	6,52	8,27
(xx) clause 10 (1) (l) (2)	9,55	9,55	7,26	9,09
(xxi) clause 10 (1) (l) (3)	10,50	10,50	8,13	10,00
(xxii) clause 10 (1) (l) (4)	12,71	12,71	9,64	12,10

(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) Public holidays as proclaimed under the Public Holidays Act, 1994, will be pro-rata included into the holiday fund. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act. The following paid holidays will be pro-rata included into the fringe benefits system:

- | | | |
|---------------------|---|-----------------------|
| 1. 17 December 2012 | - | Day of Reconciliation |
| 2. 25 December 2012 | - | Christmas Day |
| 3. 26 December 2012 | - | Day of Goodwill |
| 4. 1 January 2013 | - | New Year's Day |
| 5. 21 March 2013 | - | Human Rights Day |
| 6. 29 March 2013 | - | Good Friday |
| 7. 1 April 2013 | - | Family Day |
| 8. 1 May 2013 | - | Workers Day |

- | | | |
|-----------------------|---|----------------------|
| 9. 17 June 2013 | - | Youth Day |
| 10. 9 August 2013 | - | National Women's Day |
| 11. 24 September 2013 | - | Heritage Day |

- (a) Employees have the option to be paid by their employers, as defined by the Basic Conditions of Employment Act no. 75 of 1997, in regards to each public holiday that falls in the work periods **OR** employees can continue to be paid in respect of the public holidays with their holiday fund payout at the end of the year. Employers and employees should inform the Council in writing with their preference.
- (b) Employers can only claim the funds back from the Building Bargaining Council, if their employee's benefits are up to date and adequate. If an employer's benefits are not up to date, and are not sufficient, the employer will be held responsible to pay their employees for each public holiday. The Council will only deal with claims from employers.
- (c) Employers have to purchase a benefit for each employee on each public holiday, except on the following public holidays (17 December 2012, 25 December 2012, 26 December 2012 and 1 January 2013). These public holidays already fall under the annual holiday fund.
- (4) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund for the public holidays 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	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	4,78	4,78	3,41	4,55
(ii) clause 10 (1) (b)	4,78	4,78	3,41	4,55
(iii) clause 10 (1) (c)	5,26	5,26	3,84	5,01
(iv) clause 10 (1) (d)	5,79	5,79	4,27	5,51
(v) clause 10 (1) (e)	6,37	6,37	4,78	6,06
(vi) clause 10 (1) (f)	7,00	7,00	5,33	6,67
(vii) clause 10 (1) (g)	7,70	7,70	5,96	7,33
(viii) clause 10 (1) (h)	8,47	8,47	6,65	8,07
(ix) clause 10 (1) (i)	9,32	9,32	7,07	8,87
(x) clause 10 (1) (j) (1)	10,25	10,25	9,23	9,76
(xi) clause 10 (1) (j) (2)	11,28	11,28	10,15	10,74
(xii) clause 10 (1) (j) (3)	12,40	12,40	11,16	11,81
(xiii) clause 10 (1) (j) (4)	13,64	13,64	12,28	12,99
(xiv) clause 10 (1) (j) (5)	15,00	15,00	13,51	14,29
(xv) clause 10 (1) (j) (6)	16,51	16,51	14,86	15,72
(xvi) clause 10 (1) (j) (7)	18,16	18,16	16,35	17,29

(xvii) clause 10 (1) (j) (8)	19,97	19,97	17,98	19,02
(xviii) clause 10 (1) (k)	5,52	5,52	4,27	5,26
(xix) clause 10 (1) (l) (1)	6,37	6,37	4,78	6,06
(xx) clause 10 (1) (l) (2)	7,00	7,00	5,33	6,67
(xxi) clause 10 (1) (l) (3)	7,70	7,70	5,96	7,33
(xxii) clause 10 (1) (l) (4)	9,32	9,32	7,07	8,87

- (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.
- (5) 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 (9) prior to the date determined by the Council in terms of this clause.
- (6) 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.

- (7) Subject to subclause (6) above, the amount standing to an employee's credit in the Holiday Fund shall not be transferable.
- (8) Notwithstanding the 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.
- (9) In the event of the Council being wound up or dissolved, the Holiday Fund shall continue to be administered by the MBA Greater-Boland, MBA West-Boland and the Building Workers Union before the winding up of the Council. In the event of the MBA Greater-Boland, MBA West-Boland and the Building Workers Union 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.
- (10) 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 Greater-Boland, MBA West-Boland and the Building Workers Union or trustees appointed in terms of subclause (9) above.
- (11) In the event of liquidation of the Holiday Fund in terms of subclause (9) or subclause (10) above, the balance of the moneys remaining after payment of all claims against the Holiday Fund, including administration and liquidation expenses, shall be paid into the fund of the MBA Greater-Boland, MBA West-Boland and the Building Workers Union. In the event of the

Council having been wound up before the liquidation of the Holiday Fund, the balance of the moneys shall be distributed to the MBA Greater-Boland, MBA West-Boland and the Building Workers Union, immediately prior to such dissolution.”

7. CLAUSE 15: RETIREMENT FUNDS

Substitute the following for subclauses (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 '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)	15,98	15,98	11,40	15,21
(ii) clause 10 (1) (b)	15,98	15,98	11,40	15,21
(iii) clause 10 (1) (c)	17,57	17,57	12,83	16,74
(iv) clause 10 (1) (d)	19,33	19,33	14,26	18,40

(v) clause 10 (1) (e)	21,27	21,27	15,97	20,26
(vi) clause 10 (1) (f)	23,39	23,39	17,79	22,28
(vii) clause 10 (1) (g)	25,73	25,73	19,92	24,50
(viii) clause 10 (1) (h)	28,30	28,30	22,21	26,95
(ix) clause 10 (1) (i)	31,13	31,13	23,62	29,65
(x) clause 10 (1) (j) (1)	34,24	34,24	30,83	32,61
(xi) clause 10 (1) (j) (2)	37,68	37,68	33,91	35,88
(xii) clause 10 (1) (j) (3)	41,44	41,44	37,30	39,47
(xiii) clause 10 (1) (j) (4)	45,58	45,58	41,03	43,41
(xiv) clause 10 (1) (j) (5)	50,13	50,13	45,13	47,75
(xv) clause 10 (1) (j) (6)	55,16	55,16	49,64	52,52
(xvi) clause 10 (1) (j) (7)	60,66	60,66	54,61	57,78
(xvii) clause 10 (1) (j) (8)	66,73	66,73	60,08	63,56
(xviii) clause 10 (1) (k)	18,45	18,45	14,26	17,57
(xix) clause 10 (1) (l) (1)	21,27	21,27	15,97	20,26
(xx) clause 10 (1) (l) (2)	23,39	23,39	17,79	22,28
(xxi) clause 10 (1) (l) (3)	25,73	25,73	19,92	24,50
(xxii) clause 10 (1) (l) (4)	31,13	31,13	23,62	29,65

- (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 subclauses (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 '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	1,14	1,52
(ii) clause 10 (1) (b)	1,60	1,60	1,14	1,52
(iii) clause 10 (1) (c)	1,76	1,76	1,28	1,67
(iv) clause 10 (1) (d)	1,93	1,93	1,43	1,84
(v) clause 10 (1) (e)	2,13	2,13	1,60	2,03
(vi) clause 10 (1) (f)	2,34	2,34	1,78	2,23

(vii) clause 10 (1) (g)	2,57	2,57	1,99	2,45
(viii) clause 10 (1) (h)	2,83	2,83	2,22	2,69
(ix) clause 10 (1) (i)	3,11	3,11	2,36	2,96
(x) clause 10 (1) (j) (1)	3,42	3,42	3,08	3,26
(xi) clause 10 (1) (j) (2)	3,77	3,77	3,39	3,59
(xii) clause 10 (1) (j) (3)	4,14	4,14	3,73	3,95
(xiii) clause 10 (1) (j) (4)	4,56	4,56	4,10	4,34
(xiv) clause 10 (1) (j) (5)	5,01	5,01	4,51	4,77
(xv) clause 10 (1) (j) (6)	5,52	5,52	4,96	5,25
(xvi) clause 10 (1) (j) (7)	6,07	6,07	5,46	5,78
(xvii) clause 10 (1) (j) (8)	6,67	6,67	6,01	6,36
(xviii) clause 10 (1) (k)	1,84	1,84	1,43	1,76
(xix) clause 10 (1) (l) (1)	2,13	2,13	1,60	2,03
(xx) clause 10 (1) (l) (2)	2,34	2,34	1,78	2,23
(xxi) clause 10 (1) (l) (3)	2,57	2,57	1,99	2,45
(xxii) clause 10 (1) (l) (4)	3,11	3,11	2,36	2,96

(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 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	R	R	R
	per	per	per	per
	day	day	day	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)	1,00	1,00	1,00	1,00
(x) clause 10 (1) (j) (1)	1,00	1,00	1,00	1,00
(xi) clause 10 (1) (j) (2)	1,00	1,00	1,00	1,00
(xii) clause 10 (1) (j) (3)	1,00	1,00	1,00	1,00
(xiii) clause 10 (1) (j) (4)	1,00	1,00	1,00	1,00
(xiv) clause 10 (1) (j) (5)	1,00	1,00	1,00	1,00
(xv) clause 10 (1) (j) (6)	1,00	1,00	1,00	1,00
(xvi) clause 10 (1) (j) (7)	1,00	1,00	1,00	1,00

(xvii) clause 10 (1) (j) (8)	1,00	1,00	1,00	1,00
(xviii) clause 10 (1) (k)	1,00	1,00	1,00	1,00
(xix) clause 10 (1) (l) (1)	1,00	1,00	1,00	1,00
(xx) clause 10 (1) (l) (2)	1,00	1,00	1,00	1,00
(xxi) clause 10 (1) (l) (3)	1,00	1,00	1,00	1,00
(xxii) clause 10 (1) (l) (4)	1,00	1,00	1,00	1,00"

10. CLAUSE 19: EXPENSES OF THE COUNCIL

Substitute the following for subclauses (1)(a) and (b):

"(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)	1,58	1,58	1,13	1,50
(ii) clause 10 (1) (b)	1,58	1,58	1,13	1,50

(iii) clause 10 (1) (c)	1,74	1,74	1,27	1,65
(iv) clause 10 (1) (d)	1,91	1,91	1,41	1,82
(v) clause 10 (1) (e)	2,10	2,10	1,58	2,00
(vi) clause 10 (1) (f)	2,31	2,31	1,76	2,20
(vii) clause 10 (1) (g)	2,54	2,54	1,97	2,42
(viii) clause 10 (1) (h)	2,80	2,80	2,19	2,66
(ix) clause 10 (1) (i)	3,08	3,08	2,33	2,93
(x) clause 10 (1) (j) (1)	3,38	3,38	3,05	3,22
(xi) clause 10 (1) (j) (2)	3,72	3,72	3,35	3,54
(xii) clause 10 (1) (j) (3)	4,09	4,09	3,68	3,90
(xiii) clause 10 (1) (j) (4)	4,50	4,50	4,05	4,29
(xiv) clause 10 (1) (j) (5)	4,95	4,95	4,46	4,72
(xv) clause 10 (1) (j) (6)	5,45	5,45	4,90	5,19
(xvi) clause 10 (1) (j) (7)	5,99	5,99	5,40	5,71
(xvii) clause 10 (1) (j) (8)	6,59	6,59	5,94	6,28
(xviii) clause 10 (1) (k)	1,82	1,82	1,41	1,74
(xix) clause 10 (1) (l) (1)	2,10	2,10	1,58	2,00
(xx) clause 10 (1) (l) (2)	2,31	2,31	1,76	2,20
(xxi) clause 10 (1) (l) (3)	2,54	2,54	1,97	2,42
(xxii) clause 10 (1) (l) (4)	3,08	3,08	2,33	2,93

- (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) 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'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,58	1,58	1,13	1,50
(ii) clause 10 (1) (b)	1,58	1,58	1,13	1,50
(iii) clause 10 (1) (c)	1,74	1,74	1,27	1,65
(iv) clause 10 (1) (d)	1,91	1,91	1,41	1,82
(v) clause 10 (1) (e)	2,10	2,10	1,58	2,00
(vi) clause 10 (1) (f)	2,31	2,31	1,76	2,20
(vii) clause 10 (1) (g)	2,54	2,54	1,97	2,42
(viii) clause 10 (1) (h)	2,80	2,80	2,19	2,66
(ix) clause 10 (1) (i)	3,08	3,08	2,33	2,93

(x) clause 10 (1) (j) (1)	3,38	3,38	3,05	3,22
(xi) clause 10 (1) (j) (2)	3,72	3,72	3,35	3,54
(xii) clause 10 (1) (j) (3)	4,09	4,09	3,68	3,90
(xiii) clause 10 (1) (j) (4)	4,50	4,50	4,05	4,29
(xiv) clause 10 (1) (j) (5)	4,95	4,95	4,46	4,72
(xv) clause 10 (1) (j) (6)	5,45	5,45	4,90	5,19
(xvi) clause 10 (1) (j) (7)	5,99	5,99	5,40	5,71
(xvii) clause 10 (1) (j) (8)	6,59	6,59	5,94	6,28
(xviii) clause 10 (1) (k)	1,82	1,82	1,41	1,74
(xix) clause 10 (1) (l) (1)	2,10	2,10	1,58	2,00
(xx) clause 10 (1) (l) (2)	2,31	2,31	1,76	2,20
(xxi) clause 10 (1) (l) (3)	2,54	2,54	1,97	2,42
(xxii) clause 10 (1) (l) (4)	3,08	3,08	2,33	2,93

- (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 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	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)	2,00	2,00	2,00	2,00
(ii) clause 10 (1) (b)	2,00	2,00	2,00	2,00
(iii) clause 10 (1) (c)	2,00	2,00	2,00	2,00
(iv) clause 10 (1) (d)	2,00	2,00	2,00	2,00
(v) clause 10 (1) (e)	2,00	2,00	2,00	2,00
(vi) clause 10 (1) (f)	2,00	2,00	2,00	2,00
(vii) clause 10 (1) (g)	2,00	2,00	2,00	2,00
(viii) clause 10 (1) (h)	2,00	2,00	2,00	2,00
(ix) clause 10 (1) (i)	2,00	2,00	2,00	2,00
(x) clause 10 (1) (j) (1)	2,00	2,00	2,00	2,00
(xi) clause 10 (1) (j) (2)	2,00	2,00	2,00	2,00
(xii) clause 10 (1) (j) (3)	2,00	2,00	2,00	2,00
(xiii) clause 10 (1) (j) (4)	2,00	2,00	2,00	2,00
(xiv) clause 10 (1) (j) (5)	2,00	2,00	2,00	2,00
(xv) clause 10 (1) (j) (6)	2,00	2,00	2,00	2,00
(xvi) clause 10 (1) (j) (7)	2,00	2,00	2,00	2,00

(xvii) clause 10 (1) (j) (8)	2,00	2,00	2,00	2,00
(xviii) clause 10 (1) (k)	2,00	2,00	2,00	2,00
(xix) clause 10 (1) (l) (1)	2,00	2,00	2,00	2,00
(xx) clause 10 (1) (l) (2)	2,00	2,00	2,00	2,00
(xxi) clause 10 (1) (l) (3)	2,00	2,00	2,00	2,00
(xxii) clause 10 (1) (l) (4)	2,00	2,00	2,00	2,00"

12. 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."

13. 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 19th DAY OF SEPTEMBER
2012.

TOTAL WORD COUNT – 4 772


D.J. PHILLIPS
CHAIRMAN


P.A. BOTHA
MBA WEST BOLAND


P. VAN RENSBURG
MBA GREATER BOLAND


R.C. DAMON
BUILDING WORKERS UNION


L. ONTONG
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST-BOLAND