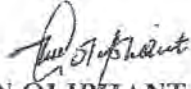


DEPARTMENT OF LABOUR
NOTICE 1039 OF 2015
LABOUR RELATIONS ACT, 1995

**BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND:
EXTENSION OF AMENDMENTS 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 the second Monday from the date of publication of this Notice and for the period ending 31 December 2016.


M N OLIPHANT
MINISTER OF LABOUR
14/10/2015

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

Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)

Bou Industrie Assosiasie Wes-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, to amend the Collective Agreement, extended to non-parties, published under Government Notice R. 1011 of 26 October 2007 as further amended, extended, renewed and re-enacted 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, R. 133 of 24 February 2012, R. 957 of 23 November 2012, R. 691 of 20 September 2013 and R. 820 of 24 October 2014.

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.
- (e)

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 2016.

2. CLAUSE 9: CONDITIONS OF SERVICE

(1) **Substitute the following for subclause 4(a):**

“(4) Overtime

(a) All time worked in excess of the number of ordinary hours of work on any day shall be overtime, or as the agreed work hours determine by a contract of service.

Overtime shall be dealt with according to the Basic Conditions of Employment Act, 75 of 1997 as prescribed in Article 10 of the Act.”

(2) **Substitute the following for sub-clause (6)(a)(i):**

“(i) The 2015/2016 closing period of the building industry starts at 17:00 on Tuesday, 15 December 2015 and will re-open at 8:00 on Monday, 11 January 2016. If building work is required, employers will be allowed to make prior arrangements with the Council in order to work, during the official period of leave. If there are employees working during this

period, employees will be paid at normal pay rates, except Saturdays and Sundays who will be paid as prescribed by the Basic Conditions of Employment Act of 1997. No building work will be allowed between 16:00 on the 24th December 2015 until 08:00 on 8th January 2016."

3. 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	15,61	15,61	13,42	15,14
(b) Beginner Labourer/Prefabricated concrete wall Labourer	15,61	15,61	13,42	15,14
(c) Labourer	17,17	17,17	15,45	16,66
(d) General worker	18,89	18,89	17,00	18,32
(e) Builder worker & Learner Category 4	20,78	20,78	18,70	20,15
(f) Builder worker & Learner Category 3	22,85	22,85	20,57	22,17
(g) Builder worker & Learner Category 2	25,14	25,14	22,63	24,39
(h) Builder worker & Learner Category 1	27,65	27,65	24,89	26,82
(i) Artisan: Carpet/Floor layer, Crane				

operator, Painter, and Water proofer	30,42	30,42	29,51	29,51
(j)(1) Artisan in all other trades	33,46	33,46	32,46	32,46
(2) Artisan in all other trades	36,81	36,81	35,70	35,70
(3) Artisan in all other trades	40,49	40,49	39,27	39,27
(4) Artisan in all other trades	44,54	44,54	43,20	43,20
(5) Artisan in all other trades	48,99	48,99	47,52	47,52
(6) Artisan in all other trades	53,89	53,89	52,27	52,27
(7) Artisan in all other trades	59,28	59,28	57,50	57,50
(8) Artisan in all other trades	65,21	65,21	63,25	63,25
	per day	per day	per day	per day
(k) Guards (full time) Per day (9 hours)	154,53	154,53	149,94	149,94
	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	187,02	187,02	168,30	181,35
(2) C1 licence	205,65	205,65	185,13	199,53
(3) C or EB or EC 1 licence	226,26	226,26	203,67	219,51
(4) EC licence	273,78	273,78	265,59	265,59

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 sub-clause (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, shall in respect of every night he spends away from his ordinary place of residence, be afforded suitable sleeping facilities, suitable bath facilities, separate toilet facilities, cooking facilities and hot water. The place of residence should be well ventilated with windows and doors, and should have a solid floor (not a soil floor). It should be free of charge to the employee. All transport required shall be provided free of charge by the employer.
- (b) In respect of each night that such an employee spends away from his usual place of residence a living away allowance will be paid to the employee of R50,00 per night in the West Boland area and R33,00 in the Greater Boland area."

4. CLAUSE 14: HOLIDAY FUND

Substitute the following for subclauses (1), (2), (3) and (4):

- "(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)	8,03	8,03	6,90	7,79
(ii) clause 10 (1) (b)	8,03	8,03	6,90	7,79
(iii) clause 10 (1) (c)	8,83	8,83	7,95	8,57
(iv) clause 10 (1) (d)	9,71	9,71	8,74	9,42
(v) clause 10 (1) (e)	10,69	10,69	9,62	10,36
(vi) clause 10 (1) (f)	11,75	11,75	10,58	11,40

(vii) clause 10 (1) (g)	12,93	12,93	11,64	12,54
(viii) clause 10 (1) (h)	14,22	14,22	12,80	13,79
(ix) clause 10 (1) (i)	15,64	15,64	15,18	15,18
(x) clause 10 (1) (j) (1)	17,21	17,21	16,69	16,69
(xi) clause 10 (1) (j) (2)	18,93	18,93	18,36	18,36
(xii) clause 10 (1) (j) (3)	20,82	20,82	20,20	20,20
(xiii) clause 10 (1) (j) (4)	22,91	22,91	22,22	22,22
(xiv) clause 10 (1) (j) (5)	25,19	25,19	24,44	24,44
(xv) clause 10 (1) (j) (6)	27,71	27,71	26,88	26,88
(xvi) clause 10 (1) (j) (7)	30,49	30,49	29,57	29,57
(xvii) clause 10 (1) (j) (8)	33,54	33,54	32,53	32,53
(xviii) clause 10 (1) (k)	8,83	8,83	8,57	8,57
(xix) clause 10 (1) (l) (1)	10,69	10,69	9,62	10,36
(xx) clause 10 (1) (l) (2)	11,75	11,75	10,58	11,40
(xxi) clause 10 (1) (l) (3)	12,93	12,93	11,64	12,54
(xxii) clause 10 (1) (l) (4)	15,64	15,64	15,18	15,18

(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. 16 December 2015	-	Day of Reconciliation
2. 25 December 2015	-	Christmas Day
3. 01 January 2016	-	New Year's Day
4. 21 March 2016	-	Human Rights Day
5. 25 March 2016	-	Good Friday
6. 28 March 2016	-	Family Day
7. 27 April 2016	-	Freedom Day
8. 01 May 2016	-	Workers Day
9. 16 June 2016	-	Youth Day
10. 9 August 2016	-	Women's Day

(a) Employers **shall** pay their employees for each public holiday that fall in the work period, as defined by the Basic Conditions of Employment Act no. 75 of 1997, in that specific pay week.

(b) Employers can only claim the funds back from the Building Bargaining Council, if their employee's benefits are up to date and sufficient. **If an employer's benefits are not up to date, and 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 **are obliged** to purchase a benefit for each employee on each public holiday, except on the following public holidays, 16 December 2015, 25 December 2015 and 1 January 2016. These public holidays 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)	5,35	5,35	4,60	5,19
(ii) clause 10 (1) (b)	5,35	5,35	4,60	5,19
(iii) clause 10 (1) (c)	5,89	5,89	5,30	5,71
(iv) clause 10 (1) (d)	6,48	6,48	5,83	6,28
(v) clause 10 (1) (e)	7,12	7,12	6,41	6,91
(vi) clause 10 (1) (f)	7,83	7,83	7,05	7,60
(vii) clause 10 (1) (g)	8,62	8,62	7,76	8,36

(viii) clause 10 (1) (h)	9,48	9,48	8,53	9,20
(ix) clause 10 (1) (i)	10,43	10,43	10,12	10,12
(x) clause 10 (1) (j) (1)	11,47	11,47	11,13	11,13
(xi) clause 10 (1) (j) (2)	12,62	12,62	12,24	12,24
(xii) clause 10 (1) (j) (3)	13,88	13,88	13,46	13,46
(xiii) clause 10 (1) (j) (4)	15,27	15,27	14,81	14,81
(xiv) clause 10 (1) (j) (5)	16,80	16,80	16,29	16,29
(xv) clause 10 (1) (j) (6)	18,48	18,48	17,92	17,92
(xvi) clause 10 (1) (j) (7)	20,32	20,32	19,71	19,71
(xvii) clause 10 (1) (j) (8)	22,36	22,36	21,69	21,69
(xviii) clause 10 (1) (k)	5,89	5,89	5,71	5,71
(xix) clause 10 (1) (l) (1)	7,12	7,12	6,41	6,91
(xx) clause 10 (1) (l) (2)	7,83	7,83	7,05	7,60
(xxi) clause 10 (1) (l) (3)	8,62	8,62	7,76	8,36
(xxii) clause 10 (1) (l) (4)	10,43	10,43	10,12	10,12

- (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. 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)	19,67	19,67	16,91	19,08
(ii) clause 10 (1) (b)	19,67	19,67	16,91	19,08
(iii) clause 10 (1) (c)	21,63	21,63	19,47	20,99
(iv) clause 10 (1) (d)	23,80	23,80	21,42	23,08
(v) clause 10 (1) (e)	26,18	26,18	23,56	25,39
(vi) clause 10 (1) (f)	28,79	28,79	25,92	27,93
(vii) clause 10 (1) (g)	31,68	31,68	28,51	30,73
(viii) clause 10 (1) (h)	34,84	34,84	31,36	33,79
(ix) clause 10 (1) (i)	38,33	38,33	37,18	37,18
(x) clause 10 (1) (j) (1)	42,16	42,16	40,90	40,90
(xi) clause 10 (1) (j) (2)	46,38	46,38	44,98	44,98

(xii) clause 10 (1) (j) (3)	51,02	51,02	49,48	49,48
(xiii) clause 10 (1) (j) (4)	56,12	56,12	54,43	54,43
(xiv) clause 10 (1) (j) (5)	61,73	61,73	59,88	59,88
(xv) clause 10 (1) (j) (6)	67,90	67,90	65,86	65,86
(xvi) clause 10 (1) (j) (7)	74,69	74,69	72,45	72,45
(xvii) clause 10 (1) (j) (8)	82,16	82,16	79,70	79,70
(xviii) clause 10 (1) (k)	21,63	21,63	20,99	20,99
(xix) clause 10 (1) (l) (1)	26,18	26,18	23,56	25,39
(xx) clause 10 (1) (l) (2)	28,79	28,79	25,92	27,93
(xxi) clause 10 (1) (l) (3)	31,68	31,68	28,51	30,73
(xxii) clause 10 (1) (l) (4)	38,33	38,33	37,18	37,18

- (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."

6. 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)	1,97	1,97	1,69	1,91
(ii) clause 10 (1) (b)	1,97	1,97	1,69	1,91
(iii) clause 10 (1) (c)	2,16	2,16	1,95	2,10
(iv) clause 10 (1) (d)	2,38	2,38	2,14	2,31
(v) clause 10 (1) (e)	2,62	2,62	2,36	2,54
(vi) clause 10 (1) (f)	2,88	2,88	2,59	2,79
(vii) clause 10 (1) (g)	3,17	3,17	2,85	3,07
(viii) clause 10 (1) (h)	3,48	3,48	3,14	3,38
(ix) clause 10 (1) (i)	3,83	3,83	3,72	3,72
(x) clause 10 (1) (j) (1)	4,22	4,22	4,09	4,09
(xi) clause 10 (1) (j) (2)	4,64	4,64	4,50	4,50
(xii) clause 10 (1) (j) (3)	5,10	5,10	4,95	4,95

(xiii) clause 10 (1) (j) (4)	5,61	5,61	5,44	5,44
(xiv) clause 10 (1) (j) (5)	6,17	6,17	5,99	5,99
(xv) clause 10 (1) (j) (6)	6,79	6,79	6,59	6,59
(xvi) clause 10 (1) (j) (7)	7,47	7,47	7,25	7,25
(xvii) clause 10 (1) (j) (8)	8,22	8,22	7,97	7,97
(xviii) clause 10 (1) (k)	2,16	2,16	2,10	2,10
(xix) clause 10 (1) (l) (1)	2,62	2,62	2,36	2,54
(xx) clause 10 (1) (l) (2)	2,88	2,88	2,59	2,79
(xxi) clause 10 (1) (l) (3)	3,17	3,17	2,85	3,07
(xxii) clause 10 (1) (l) (4)	3,83	3,83	3,72	3,72

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

7. CLAUSE 19: EXPENSES OF THE COUNCIL

Substitute the following for sub-clauses (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	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)	3,02	3,02	2,60	2,93
(ii) clause 10 (1) (b)	3,02	3,02	2,60	2,93
(iii) clause 10 (1) (c)	3,32	3,32	2,99	3,22
(iv) clause 10 (1) (d)	3,65	3,65	3,29	3,54
(v) clause 10 (1) (e)	4,02	4,02	3,62	3,90
(vi) clause 10 (1) (f)	4,42	4,42	3,98	4,29
(vii) clause 10 (1) (g)	4,86	4,86	4,38	4,72
(viii) clause 10 (1) (h)	5,35	5,35	4,81	5,19
(ix) clause 10 (1) (i)	5,88	5,88	5,71	5,71
(x) clause 10 (1) (j) (1)	6,47	6,47	6,28	6,28
(xi) clause 10 (1) (j) (2)	7,12	7,12	6,91	6,91
(xii) clause 10 (1) (j) (3)	7,83	7,83	7,60	7,60
(xiii) clause 10 (1) (j) (4)	8,62	8,62	8,36	8,36
(xiv) clause 10 (1) (j) (5)	9,48	9,48	9,19	9,19

(xv) clause 10 (1) (j) (6)	10,42	10,42	10,11	10,11
(xvi) clause 10 (1) (j) (7)	11,47	11,47	11,12	11,12
(xvii) clause 10 (1) (j) (8)	12,61	12,61	12,23	12,23
(xviii) clause 10 (1) (k)	3,32	3,32	3,22	3,22
(xix) clause 10 (1) (l) (1)	4,02	4,02	3,62	3,90
(xx) clause 10 (1) (l) (2)	4,42	4,42	3,98	4,29
(xxi) clause 10 (1) (l) (3)	4,86	4,86	4,38	4,72
(xxii) clause 10 (1) (l) (4)	5,88	5,88	5,71	5,71

- (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)	3,02	3,02	2,60	2,93
(ii) clause 10 (1) (b)	3,02	3,02	2,60	2,93
(iii) clause 10 (1) (c)	3,32	3,32	2,99	3,22
(iv) clause 10 (1) (d)	3,65	3,65	3,29	3,54
(v) clause 10 (1) (e)	4,02	4,02	3,62	3,90
(vi) clause 10 (1) (f)	4,42	4,42	3,98	4,29
(vii) clause 10 (1) (g)	4,86	4,86	4,38	4,72
(viii) clause 10 (1) (h)	5,35	5,35	4,81	5,19
(ix) clause 10 (1) (i)	5,88	5,88	5,71	5,71
(x) clause 10 (1) (j) (1)	6,47	6,47	6,28	6,28
(xi) clause 10 (1) (j) (2)	7,12	7,12	6,91	6,91
(xii) clause 10 (1) (j) (3)	7,83	7,83	7,60	7,60
(xiii) clause 10 (1) (j) (4)	8,62	8,62	8,36	8,36
(xiv) clause 10 (1) (j) (5)	9,48	9,48	9,19	9,19
(xv) clause 10 (1) (j) (6)	10,42	10,42	10,11	10,11
(xvi) clause 10 (1) (j) (7)	11,47	11,47	11,12	11,12
(xvii) clause 10 (1) (j) (8)	12,61	12,61	12,23	12,23
(xviii) clause 10 (1) (k)	3,32	3,32	3,22	3,22
(xix) clause 10 (1) (l) (1)	4,02	4,02	3,62	3,90
(xx) clause 10 (1) (l) (2)	4,42	4,42	3,98	4,29
(xxi) clause 10 (1) (l) (3)	4,86	4,86	4,38	4,72
(xxii) clause 10 (1) (l) (4)	5,88	5,88	5,71	5,71

(c) Every employer shall pay the specified amounts to the Council as prescribed in sub-clause (1) hereof."

8. CLAUSE 20: TRADE UNION DEDUCTIONS

(1) **Substitute sub-clause 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 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	3,00	3,00	3,00	3,00
(ii) clause 10 (1) (b)	3,00	3,00	3,00	3,00
(iii) clause 10 (1) (c)	3,00	3,00	3,00	3,00
(iv) clause 10 (1) (d)	3,00	3,00	3,00	3,00
(v) clause 10 (1) (e)	3,00	3,00	3,00	3,00
(vi) clause 10 (1) (f)	3,00	3,00	3,00	3,00
(vii) clause 10 (1) (g)	3,00	3,00	3,00	3,00

(viii) clause 10 (1) (h)	3,00	3,00	3,00	3,00
(ix) clause 10 (1) (i)	3,00	3,00	3,00	3,00
(x) clause 10 (1) (j) (1)	3,00	3,00	3,00	3,00
(xi) clause 10 (1) (j) (2)	3,00	3,00	3,00	3,00
(xii) clause 10 (1) (j) (3)	3,00	3,00	3,00	3,00
(xiii) clause 10 (1) (j) (4)	3,00	3,00	3,00	3,00
(xiv) clause 10 (1) (j) (5)	3,00	3,00	3,00	3,00
(xv) clause 10 (1) (j) (6)	3,00	3,00	3,00	3,00
(xvi) clause 10 (1) (j) (7)	3,00	3,00	3,00	3,00
(xvii) clause 10 (1) (j) (8)	3,00	3,00	3,00	3,00
(xviii) clause 10 (1) (k)	3,00	3,00	3,00	3,00
(xix) clause 10 (1) (l) (1)	3,00	3,00	3,00	3,00
(xx) clause 10 (1) (l) (2)	3,00	3,00	3,00	3,00
(xxi) clause 10 (1) (l) (3)	3,00	3,00	3,00	3,00
(xxii) clause 10 (1) (l) (4)	3,00	3,00	3,00	3,00

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

9. 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 contributions day, pay the Council an amount of R1,70 per day."

10. CLAUSE 24: EXEMPTIONS

Substitute the following for clause (3),(4),(8) and (9):

- "(3) The Council shall consider an application for exemption received from a party or a member of a party to the Agreement, following the receipt of the application, within 30 days in terms of section 32(3)(dA) of the Labour Relations Act, No. 66 of 1995.
- (4) Applications for exemption referred to the Council in terms of subclause (2) or (3) shall be considered by the Council in accordance with the exemption criteria set out in subclause (13), and the applicant/s shall be advised, in writing, of the Council's decision within five (5) normal working days following the meeting at which the applications were considered.
- (8) Within 14 consecutive days after having been advised of the Council's decision regarding an application for exemption, the non-party who feels aggrieved by the Council's decision may submit a written appeal against the Council's decision to the Secretary of the Council. Such appeal must be fully reasoned.
- (9) The Secretary of the Council shall submit the appeal, together with the Council's decision regarding the application for exemption, to the Exemptions Board, who shall as soon as possible, and **not later than 30 days** in terms of section (32)(3)(e) of the Labour Relations Act, No. 66 of

1995, after the appeal is lodged, hear and decide the matter with reference to the exemption criteria set out in subclause (13)."

11. CLAUSE 26: DISPUTE SETTLEMENT FINE

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

"(1) If it is found that an employer does not comply with the provisions of this Agreement, the Council may impose a fine as set out in paragraph 1(a) according to the Basic Conditions Act of 75 of 1997 as prescribed in Schedule 2 of the Act.

(a) **MAXIMUM PERMISSIBLE FINE NOT INVOLVING AN UNDERPAYMENT**

No previous failure to comply	R300 per employee in respect of whom the failure to comply occurs.
A previous failure to comply in respect of the same provision	R600 per employee in respect of whom the failure to comply occurs.
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R900 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R1 200 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R1 500 per employee in respect of whom the failure to comply occurs"

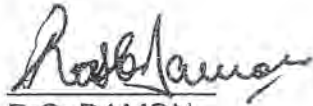
12. CLAUSE 28: TRAINING FUND OF THE EMPLOYERS' ORGANISATIONS

Substitute the following for subclause (1):

- "(1) Every employer who is party to this Agreement shall, on each pay day, pay to the Council an amount of R1,20 per day in respect of each eligible employee in his/her employ during that contribution day."

SIGNED ON BEHALF OF THE PARTIES ON THIS 9TH DAY OF JUNE 2015.


TOTAL WORD COUNT – 4 206



R.C. DAMON
CHAIRMAN



P.A. BOTHA
MBA WEST BOLAND
Bou Industrieë Assosiasie Wes-Boland



D.J. PHILLIPS
MBA GREATER BOLAND
Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)



R. RICHARDS
BUILDING WORKERS UNION



L. ONTONG
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST-BOLAND

