

## DEPARTMENT OF LABOUR


NO. R. 1367

04 NOVEMBER 2016

## 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 after the date of publication and for the period ending 31 December 2017.

  
**M N OLIPHANT**  
**MINISTER OF LABOUR**  
18/10/2016

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI EMBONINI YEZOKWAKHA ENYAKATHO  
NASENTSHONALANGA YEBOLAND:****UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI  
ESICHIBIYELAYO ESIYINGQIKITHI SELULELWA KULABO  
ABANGEYONA INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabasebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakal kwiSheduli yesiNgisi exhunywe elapha, esenziwa uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yezokwakha Enyakatho Nasentshonalanga YeBoland, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabasebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngomSombuluko wesibili emuva kosuku lokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2017.

  
**M N OLIPHANT****UNGQONGQOSHE WEZABASEBENZI***18/10/2016*

## **SCHEDULE**

### **BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND**

#### **MAIN 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 No.'s 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, R. 820 of October 2014 and R. 1039 of 30 October 2015, and R. 1108 of 13 November 2015.

#### **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) 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 2017.

## **2. CLAUSE 9: CONDITIONS OF SERVICE**

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

"(i) The 2016/2017 closing period of the building industry starts at 17:00 on Thursday, 15 December 2016 and will re-open at 08:00 on Wednesday, 11 January 2017. 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 2016 until 08:00 on 8th January 2017."

**3. CLAUSE 10: REMUNERATION****3.1 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) (1) Cleaner	16,70	16,70	14,76	16,20
(2) Cleaner (New)	16,70	16,70	14,76	16,20
(b) (1) Beginner Labourer/Prefabricated				
Concrete wall Labourer	16,70	16,70	14,76	16,20
(2) Beginner Labourer/Prefabricate				
Concrete wall Labourer (New)	16,70	16,70	14,76	16,20
(c) (1) Labourer	18,37	18,37	17,00	17,83
(2) Labourer (New)	18,37	18,37	17,00	17,83
(d) (1) General Worker	20,21	20,21	18,70	19,60
(e) Builder worker & Leaner Category 4	22,23	22,23	20,57	21,56
(f) Builder worker & Leaner Category 3	24,45	24,45	22,63	23,72
(g) Builder worker & Leaner Category 2	26,90	26,90	24,89	26,10
(h) Builder worker & Leaner Category 1	29,59	29,59	27,38	28,70
(i) Artisan: Carpet/Floor layer, Crane				

Operator, Painter, and Water proofer	32,55	32,55	31,58	31,58
(j) (1) Artisan in all others trades	35,80	35,80	34,73	34,73
(2) Artisan in all others trades	39,39	39,39	38,20	38,20
(3) Artisan in all others trades	43,32	43,32	42,02	42,02
(4) Artisan in all others trades	47,66	47,66	46,22	46,22
(5) Artisan in all others trades	52,42	52,42	50,85	50,85
(6) Artisan in all others trades	57,66	57,66	55,93	55,93
(7) Artisan in all others trades	63,43	63,43	61,53	61,53
(8) Artisan in all others trades	69,77	69,77	67,68	67,68
	per dag	per dag	per dag	per dag
(k) Guards (full time) Per day (9 hours)	165,35	165,35	160,44	160,44
	per dag	per dag	per dag	per dag
(l) Drivers of motor vehicles and operators which are required to be in possession of a code: Per day (9 hours)				
(1) B licence	200,11	200,11	185,13	194,04
(2) C1 licence	220,05	220,05	203,64	213,50
(3) C or EB of EC1 licence	242,10	242,10	224,04	234,88
(4) EC licence	292,94	292,94	284,18	284,18

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."

### **3.2 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 R75,00 per night in the West Boland area and R36,00 in the Greater Boland area."

#### 4. CLAUSE 14: HOLIDAY FUND

##### 4.1 Substitute the following for sub-clauses (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 pay-out 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'
	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)	8,59	8,59	7,59	8,33
(ii) clause 10 (1) (a) (2)	8,59	8,59	7,59	8,33
(iii) clause 10 (1) (b) (1)	8,59	8,59	7,59	8,33

(iv) clause 10 (1) (b) (2)	8,59	8,59	7,59	8,33
(v) clause 10 (1) (c) (1)	9,45	9,45	8,74	9,17
(vi) clause 10 (1) (c) (2)	9,45	9,45	8,74	9,17
(vii) clause 10 (1) (d)	10,39	10,39	9,62	10,08
(viii) clause 10 (1) (e)	11,43	11,43	10,58	11,09
(ix) clause 10 (1) (f)	12,57	12,57	11,64	12,20
(x) clause 10 (1) (g)	13,83	13,83	12,80	13,42
(xi) clause 10 (1) (h)	15,22	15,22	14,08	14,76
(xii) clause 10 (1) (i)	16,74	16,74	16,24	16,24
(xiii) clause 10 (1) (j) (1)	18,41	18,41	17,86	17,86
(xiv) clause 10 (1) (j) (2)	20,26	20,26	19,65	19,65
(xv) clause 10 (1) (j) (3)	22,28	22,28	21,61	21,61
(xvi) clause 10 (1) (j) (4)	24,51	24,51	23,77	23,77
(xvii) clause 10 (1) (j) (5)	26,96	26,96	26,15	26,15
(xviii) clause 10 (1) (j) (6)	29,65	29,65	28,76	28,76
(xix) clause 10 (1) (j) (7)	32,62	32,62	31,64	31,64
(xx) clause 10 (1) (j) (8)	35,88	35,88	34,81	34,81
(xxi) clause 10 (1) (k)	9,45	9,45	9,17	9,17
(xxii) clause 10 (1) (l) (1)	11,43	11,43	10,58	11,09
(xxiii) clause 10 (1) (l) (2)	12,57	12,57	11,64	12,20
(xxiv) clause 10 (1) (l) (3)	13,83	13,83	12,80	13,42
(xxv) clause 10 (1) (l) (4)	16,74	16,74	16,24	16,24

(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 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 2016	-	Day of Reconciliation
2.	26 December 2016	-	Day of Goodwill
3.	02 January 2017	-	New Year's Day
4.	21 March 2017	-	Human Rights Day
5.	14 April 2017	-	Good Friday
6.	17 April 2017	-	Family Day
7.	27 April 2017	-	Freedom Day
8.	01 May 2017	-	Workers Day
9.	16 June 2017	-	Youth Day
10.	9 August 2017	-	Women's Day
11.	25 September 2017	-	Heritage 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 2016, 26 December 2016 and 2 January 2017. 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	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)	6,30	6,30	5,57	6,11
(ii) clause 10 (1) (a) (2)	6,30	6,30	5,57	6,11
(iii) clause 10 (1) (b) (1)	6,30	6,30	5,57	6,11

(iv) clause 10 (1) (b) (2)	6,30	6,30	5,57	6,11
(v) clause 10 (1) (c) (1)	6,93	6,93	6,41	6,72
(vi) clause 10 (1) (c) (2)	6,93	6,93	6,41	6,72
(vii) clause 10 (1) (d)	7,62	7,62	7,05	7,39
(viii) clause 10 (1) (e)	8,39	8,39	7,76	8,13
(ix) clause 10 (1) (f)	9,22	9,22	8,53	8,95
(x) clause 10 (1) (g)	10,15	10,15	9,39	9,84
(xi) clause 10 (1) (h)	11,16	11,16	10,33	10,82
(xii) clause 10 (1) (i)	12,28	12,28	11,91	11,91
(xiii) clause 10 (1) (j) (1)	13,50	13,50	13,10	13,10
(xiv) clause 10 (1) (j) (2)	14,85	14,85	14,41	14,41
(xv) clause 10 (1) (j) (3)	16,34	16,34	15,85	15,85
(xvi) clause 10 (1) (j) (4)	17,97	17,97	17,43	17,43
(xvii) clause 10 (1) (j) (5)	19,77	19,77	19,18	19,18
(xviii) clause 10 (1) (j) (6)	21,75	21,75	21,09	21,09
(xix) clause 10 (1) (j) (7)	23,92	23,92	23,20	23,20
(xx) clause 10 (1) (j) (8)	26,32	26,32	25,52	25,52
(xxi) clause 10 (1) (k)	6,93	6,93	6,72	6,72
(xxii) clause 10 (1) (l) (1)	8,39	8,39	7,76	8,13
(xxiii) clause 10 (1) (l) (2)	9,22	9,22	8,53	8,95
(xxiv) clause 10 (1) (l) (3)	10,15	10,15	9,39	9,84
(xxv) clause 10 (1) (l) (4)	12,28	12,28	11,91	11,91

- (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

### 5.1 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) (1)	18,94	18,94	16,74	18,37
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	18,94	18,94	16,74	18,37
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	20,83	20,83	19,27	20,21

(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	22,92	22,92	21,21	22,23
(viii) clause 10 (1) (e)	25,21	25,21	23,33	24,45
(ix) clause 10 (1) (f)	27,73	27,73	25,66	26,90
(x) clause 10 (1) (g)	30,50	30,50	28,23	29,59
(xi) clause 10 (1) (h)	33,55	33,55	31,05	32,54
(xii) clause 10 (1) (i)	36,91	36,91	35,81	35,81
(xiii) clause 10 (1) (j) (1)	40,60	40,60	39,39	39,39
(xiv) clause 10 (1) (j) (2)	44,66	44,66	43,32	43,32
(xv) clause 10 (1) (j) (3)	49,13	49,13	47,65	47,65
(xvi) clause 10 (1) (j) (4)	54,04	54,04	52,42	52,42
(xvii) clause 10 (1) (j) (5)	59,44	59,44	57,66	57,66
(xviii) clause 10 (1) (j) (6)	65,39	65,39	63,42	63,42
(xix) clause 10 (1) (j) (7)	71,93	71,93	69,77	69,77
(xx) clause 10 (1) (j) (8)	79,12	79,12	76,75	76,75
(xxi) clause 10 (1) (k)	20,83	20,83	20,21	20,21
(xxii) clause 10 (1) (l) (1)	25,21	25,21	23,33	24,45
(xxiii) clause 10 (1) (l) (2)	27,73	27,73	25,66	26,90
(xxiv) clause 10 (1) (l) (3)	30,50	30,50	28,23	29,59
(xxv) clause 10 (1) (l) (4)	36,91	36,91	35,81	35,81

- (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."

**5.2 Add the following new sub-clause (7) after sub-clause (6):**

**"(7) Contributions by employees:** (a) Every employer shall deduct a retirement fund contribution amount on behalf of each eligible employee in respect of each 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	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	0,70	0,70	0,62	0,68
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	0,70	0,70	0,62	0,68
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	0,77	0,77	0,71	0,75
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	0,85	0,85	0,79	0,82
(viii) clause 10 (1) (e)	0,93	0,93	0,86	0,91
(ix) clause 10 (1) (f)	1,03	1,03	0,95	1,00
(x) clause 10 (1) (g)	1,13	1,13	1,05	1,10

(xi) clause 10 (1) (h)	1,24	1,24	1,15	1,21
(xii) clause 10 (1) (i)	1,37	1,37	1,33	1,33
(xiii) clause 10 (1) (j) (1)	1,50	1,50	1,46	1,46
(xiv) clause 10 (1) (j) (2)	1,65	1,65	1,60	1,60
(xv) clause 10 (1) (j) (3)	1,82	1,82	1,76	1,76
(xvi) clause 10 (1) (j) (4)	2,00	2,00	1,94	1,94
(xvii) clause 10 (1) (j) (5)	2,20	2,20	2,14	2,14
(xviii) clause 10 (1) (j) (6)	2,42	2,42	2,35	2,35
(xix) clause 10 (1) (j) (7)	2,66	2,66	2,58	2,58
(xx) clause 10 (1) (j) (8)	2,93	2,93	2,84	2,84
(xxi) clause 10 (1) (k)	0,77	0,77	0,75	0,75
(xxii) clause 10 (1) (l) (1)	0,93	0,93	0,86	0,91
(xxiii) clause 10 (1) (l) (2)	1,03	1,03	0,95	1,00
(xxiv) clause 10 (1) (l) (3)	1,13	1,13	1,05	1,10
(xxv) clause 10 (1) (l) (4)	1,37	1,37	1,33	1,33"

## 6. CLAUSE 16: SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE

### BENEFIT FUND FOR THE BUILDING INDUSTRY

#### 6.1 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 '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)	2,10	2,10	1,86	2,04
(ii) clause 10 (1) (a) (2)	2,10	2,10	1,86	2,04
(iii) clause 10 (1) (b) (1)	2,10	2,10	1,86	2,04
(iv) clause 10 (1) (b) (2)	2,10	2,10	1,86	2,04
(v) clause 10 (1) (c) (1)	2,31	2,31	2,14	2,25
(vi) clause 10 (1) (c) (2)	2,31	2,31	2,14	2,25
(vii) clause 10 (1) (d)	2,55	2,55	2,36	2,47
(viii) clause 10 (1) (e)	2,80	2,80	2,59	2,72
(ix) clause 10 (1) (f)	3,08	3,08	2,85	2,99
(x) clause 10 (1) (g)	3,39	3,39	3,14	3,29
(xi) clause 10 (1) (h)	3,73	3,73	3,45	3,62
(xii) clause 10 (1) (i)	4,10	4,10	3,98	3,98
(xiii) clause 10 (1) (j) (1)	4,51	4,51	4,38	4,38
(xiv) clause 10 (1) (j) (2)	4,96	4,96	4,81	4,81
(xv) clause 10 (1) (j) (3)	5,46	5,46	5,29	5,29

(xvi) clause 10 (1) (j) (4)	6,00	6,00	5,82	5,82
(xvii) clause 10 (1) (j) (5)	6,60	6,60	6,41	6,41
(xviii) clause 10 (1) (j) (6)	7,27	7,27	7,05	7,05
(xix) clause 10 (1) (j) (7)	7,99	7,99	7,75	7,75
(xx) clause 10 (1) (j) (8)	8,79	8,79	8,53	8,53
(xxi) clause 10 (1) (k)	2,31	2,31	2,25	2,25
(xxii) clause 10 (1) (l) (1)	2,80	2,80	2,59	2,72
(xxiii) clause 10 (1) (l) (2)	3,08	3,08	2,85	2,99
(xxiv) clause 10 (1) (l) (3)	3,39	3,39	3,14	3,29
(xxv) clause 10 (1) (l) (4)	4,10	4,10	3,98	3,98

(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

### 7.1 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 '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)	3,60	3,60	3,18	3,49
(ii) clause 10 (1) (a) (2)	3,60	3,60	3,18	3,49
(iii) clause 10 (1) (b) (1)	3,60	3,60	3,18	3,49
(iv) clause 10 (1) (b) (2)	3,60	3,60	3,18	3,49
(v) clause 10 (1) (c) (1)	3,96	3,96	3,66	3,84
(vi) clause 10 (1) (c) (2)	3,96	3,96	3,66	3,84
(vii) clause 10 (1) (d)	4,35	4,35	4,03	4,22
(viii) clause 10 (1) (e)	4,79	4,79	4,43	4,65
(ix) clause 10 (1) (f)	5,27	5,27	4,88	5,11
(x) clause 10 (1) (g)	5,80	5,80	5,36	5,62
(xi) clause 10 (1) (h)	6,37	6,37	5,90	6,18
(xii) clause 10 (1) (i)	7,01	7,01	6,80	6,80
(xiii) clause 10 (1) (j) (1)	7,71	7,71	7,48	7,48
(xiv) clause 10 (1) (j) (2)	8,49	8,49	8,23	8,23
(xv) clause 10 (1) (j) (3)	9,33	9,33	9,05	9,05
(xvi) clause 10 (1) (j) (4)	10,27	10,27	9,96	9,96

(xvii) clause 10 (1) (j) (5)	11,29	11,29	10,96	10,96
(xviii) clause 10 (1) (j) (6)	12,42	12,42	12,05	12,05
(xix) clause 10 (1) (j) (7)	13,67	13,67	13,26	13,26
(xx) clause 10 (1) (j) (8)	15,03	15,03	14,58	14,58
(xxi) clause 10 (1) (k)	3,96	3,96	3,84	3,84
(xxii) clause 10 (1) (l) (1)	4,79	4,79	4,43	4,65
(xxiii) clause 10 (1) (l) (2)	5,27	5,27	4,88	5,11
(xxiv) clause 10 (1) (l) (3)	5,80	5,80	5,36	5,62
(xxv) clause 10 (1) (l) (4)	7,01	7,01	6,80	6,80

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

**7.2 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'
	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)	3,60	3,60	3,18	3,49
(ii)	clause 10 (1) (a) (2)	3,60	3,60	3,18	3,49
(iii)	clause 10 (1) (b) (1)	3,60	3,60	3,18	3,49
(iv)	clause 10 (1) (b) (2)	3,60	3,60	3,18	3,49
(v)	clause 10 (1) (c) (1)	3,96	3,96	3,66	3,84
(vi)	clause 10 (1) (c) (2)	3,96	3,96	3,66	3,84
(vii)	clause 10 (1) (d)	4,35	4,35	4,03	4,22
(viii)	clause 10 (1) (e)	4,79	4,79	4,43	4,65
(ix)	clause 10 (1) (f)	5,27	5,27	4,88	5,11
(x)	clause 10 (1) (g)	5,80	5,80	5,36	5,62
(xi)	clause 10 (1) (h)	6,37	6,37	5,90	6,18
(xii)	clause 10 (1) (i)	7,01	7,01	6,80	6,80
(xiii)	clause 10 (1) (j) (1)	7,71	7,71	7,48	7,48
(xiv)	clause 10 (1) (j) (2)	8,49	8,49	8,23	8,23
(xv)	clause 10 (1) (j) (3)	9,33	9,33	9,05	9,05
(xvi)	clause 10 (1) (j) (4)	10,27	10,27	9,96	9,96
(xvii)	clause 10 (1) (j) (5)	11,29	11,29	10,96	10,96
(xviii)	clause 10 (1) (j) (6)	12,42	12,42	12,05	12,05
(xix)	clause 10 (1) (j) (7)	13,67	13,67	13,26	13,26
(xx)	clause 10 (1) (j) (8)	15,03	15,03	14,58	14,58
(xxi)	clause 10 (1) (k)	3,96	3,96	3,84	3,84
(xxii)	clause 10 (1) (l) (1)	4,79	4,79	4,43	4,65
(xxiii)	clause 10 (1) (l) (2)	5,27	5,27	4,88	5,11

(xxiv) clause 10 (1) (l) (3)	5,80	5,80	5,36	5,62
(xxv) clause 10 (1) (l) (4)	7,01	7,01	6,80	6,80

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

## **8. CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS**

### **8.1 Substitute the following for clause (21)(1):**

"(1) Every employer, to whom this agreement applies, shall pay an amount of R1,70 per day for each normal workday, in respect of each eligible employee in his/her employment during that normal working day."

### **9. Add the following new clause 30 after clause 29:**

#### **"30. FUNERAL BENEFIT**

(1) The funeral benefit fund, administered by the Council, for the purpose of providing a funeral benefit to new eligible employees, namely Cleaners, Beginner Prefabricated concrete wall Labourers and Labourers which are registered in the industry for the first time. Fees contributed by the employers to the fund must be invested as determined under section 53 (5) of the Act. After a membership of 1 year they will automatically qualify for the full retirement benefit.

(2) **Contributions by the employer:** (a) An employer shall contribute an amount on behalf of an eligible employee to the Funeral Benefit for each day that the employee is employed (a contribution week), which amount shall be calculated as follows:

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

(xvii) clause 10 (1) (j) (5)				
(xviii) clause 10 (1) (j) (6)				
(xix) clause 10 (1) (j) (7)				
(xx) clause 10 (1) (j) (8)				
(xxi) clause 10 (1) (k)				
(xxii) clause 10 (1) (l) (1)				
(xxiii) clause 10 (1) (l) (2)				
(xxiv) clause 10 (1) (l) (3)				
(xxv) clause 10 (1) (l) (4)				

- (3) If Cleaners, Prefabricated concrete wall Labourers and Labourers withdraw their pension / provident benefits and return to the industry, he/she is eligible for a funeral benefit and only after a year qualifies for full retirement benefits.
- (4) Eligible employees will qualify for a funeral benefit of R5000.00 if they contribute 50 daily contributions during a working year."

SIGNED ON BEHALF OF THE PARTIES ON THIS 10TH DAY OF AUGUST 2016.

TOTAL WORD COUNT – 4 485



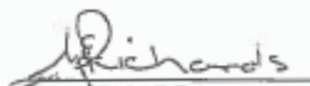
R.C. DAMON  
CHAIRMAN



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



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



G. RICHARDS  
BUILDING WORKERS UNION



L. ONTONG  
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST-BOLAND