## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1397

#### **24 DECEMBER 2020**

## LABOUR RELATIONS ACT, 1995

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

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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 of this Notice and for the period ending 31 December 2023.

mas MR TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR DATE: 23/10/2020

#### UMNYANGO WEZEMISEBENZI NEZABASEBENZI

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

# UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YEZOKWAKHA ENYAKATHO KANYE NASENTSHONALANGA YEBOLAND: UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, THEMBELANI WALTERMADE NXESI, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yezokwakha eNyakatho Kanye naseNtshonalanga yeBoland, futhi ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka-1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuZibandlela 2023.

MNUMŻANE TW NXESI, MP UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI USUKU: 23/10/2020

## 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)

(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. 120 of 08 February 2019.

## 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:
  - Overberg District Municipality excluding Overstrand Local Municipality (c) (which includes Gansbaai, Hangklip, Kleinmond, Hermanus and Stanford); la host

- (d) Central Karoo District Municipality (excluding the Magisterial District of Beaufort-West); and
- 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;
  - 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 ng

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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 2023.

# 2. CLAUSE 9: CONDITIONS OF SERVICE

# 2.1 Add following after sub-clause (4)(c)

## "(4) Overtime

(d) For the period December 2020 employees may work on Saturdays at normal hourly wages plus fringe benefits due to work losses caused by the Covid-19 pandemic, and on Sundays at double their hourly wages without benefits until 31 December 2020."

## 2.2 Substitute the following for sub-clause (6)(a) and (b):

- "(6) Annual leave
  - (a) The closing period of the building industry starts at 17:00 and will re-

open at 08:00	on the	following	periods:
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PERIOD	CLOSING DATE	<b>RE-OPENING DATE</b>
From the date of commencement of this Agreement to 31 October 2021	15 December 2020	11 January 2021
For the period 1 November 2021 to 31 October 2022	15 December 2021	10 January 2022
For the period 1 November 2022 to 31 October 2023	15 December 2022	11 January 2023

(b) 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 until 08:00 on 8th January."

#### 2.3 Add the following after sub-clause (16)

- "(17) Parental leave
  - An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave.
  - (2) An employee may commence parental leave on-
    - (a) the day that employee's child is born; or
    - (b) the date-
      - (i) that the adoption order is granted; or
      - (ii) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child,

whichever date occurs first.

- (3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to-
  - (a) commence parental leave; and
  - (b) return to work after parental leave.
- (4) Notification in terms of subsection (3) must be given-
  - (a) at least one month before the-
    - (i) employee's child is expected to be born; or
    - date referred to in subsection 2(b) ; or

- (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (5) The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act 63 of 2001).
- (18) Adoption leave
  - An employee, who is an adoptive parent of a child who is below the age of two, is subject to subsection (6), entitled to-
    - (a) adoption leave of at least ten weeks consecutively; or
    - (b) the parental leave referred to in subclause 17.
  - (2) An employee may commence adoption leave on the date-
    - (a) that the adoption order is granted; or
    - (b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child,

whichever date occurs first.

- (3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to-
  - (a) commence adoption leave; and
  - (b) return to work after adoption leave.
- (4) Notification in terms of subsection (3) must be given-
  - (a) at least one month before the date referred to in subsection (2); or
  - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

- (5) The payment of adoption benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act 63 of 2001).
- (6) If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave referred to in subclause 17: Provided that the selection of choice must be exercised at the option of the two adoptive parents.
- (7) If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalisation of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for the parental leave referred to in subclause 17: Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

#### (19) Commissioning parental leave

- An employee, who is a commissioning parent in a surrogate motherhood agreement is, subject to subsection (6), entitled to-
  - (a) commissioning parental leave of at least ten weeks consecutively; or
  - (b) the parental leave referred to in subclause 17.
- (2) An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
- (3) An employee must notify as employer in writing, unless the employee is unable to do so, of the date on which the employee intends to-

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(a) commence commissioning parental leave; and

- (b) return to work after commissioning parental leave.
- (4) Notification in terms of subsection (3) must be given-
  - (a) at least one month before a child is expected to be born as a result of a surrogate mother agreement; or
  - (b) if it is not reasonably practicable to do so, as soon as reasonably practicable.
- (5) The payment of commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act,
   2001 (Act 63 of 2001).
- (6) If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave referred to in subsection 17: Provided that the selection of choice must be exercised at the option of the two commissioning parents.
- (7) In this section, unless the context otherwise indicates-"commissioning parent" has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act 38 of 2005); and "surrogate motherhood agreement" has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act 38 of 2005)."

## 3. CLAUSE 10: REMUNERATION

- 3.1 Substitute the following for sub-clause (10)(1):
- "(1) Basic wage: The basic wage in the Industry shall be as follows:

Category of employee From the date of commencement of this							
		Agree	ement.				
	Area	Area	Area	Area	1		
	'A'	'B'	'C'	'D'			
	R	R	R	R	-		
	per	per	per	per			
	hour	hour	hour	hour			
(a) (1) Cleaner	22,47	22,47	22,47	22,47			
(2) Cleaner (New)	22,47	22,47	22,47	22,47			
(b) (1) Beginner Labourer/Prefabricated							
Concrete wall Labourer	22,47	22,47	22,47	22,47			
(2) Beginner Labourer/Prefabricate							
Concrete wall Labourer (New)	22,47	22,47	22,47	22,47			
(c) (1) Labourer	22,47	22,47	22,47	22,47	4		
(2) Labourer (New)	22,47	22,47	22,47	22,47			
(d) (1) General Worker	24,29	24,29	22,48	23,56			
(e) Builder worker & Leaner Category 4	26,73	26,73	24,73	25,92			
(f) Builder worker & Leaner Category 3	29,39	29,39	27,20	28,52			
(g) Builder worker & Leaner Category 2	32,34	32,34	29,92	31,38			
(h) Builder worker & Leaner Category 1	35,57	35,57	32,92	34,51			
(i) Artisan: Carpet/Floor layer, Crane							
Operator, Painter, and Water proofer	39,13	39,13	37,97	37,97			
(j) (1) Artisan in all others trades	43.05	43,05	41.75	41,75	51		

# From the date of commencement of this Agreement to 31 October 2021

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(2) Artisan in all others trades	47,36	47,36	45,92	45,92 \$
(3) Artisan in all others trades	52,08	52,08	50,52	50,52
(4) Artisan in all others trades	57,30	57,30	55,57	55,57
(5) Artisan in all others trades	63,02	63,02	61,14	61,14
(6) Artisan in all others trades	69,33	69,33	67,25	67,25
(7) Artisan in all others trades	76,26	76,26	73,98	73,98
(8) Artisan in all others trades	83,88	83,88	81,37	81,37
	per day	per day	per day	per day
(k) Guards (full time) Per day (9 hours)	202,25	202,25	202,25	202,25
	а. С			
(I) Drivers of motor vehicles and	per day	per day	per day	per day
operators				
which are required to be in possession				
of				
a code: Per day (9 hours)				
(1) B licence	240,59	240,59	222,57	233,28
(2) C1 licence	264,55	264,55	244,82	256,69
(3) C or EB of EC1 licence	291,07	291,07	269,35	282,38
(4) EC licence	352,19	352,19	341,65	341,65



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Category of employee	1 Noven	nber 2021	to 31 Octob	ber 2022
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	hour	hour	hour	hour
(a) (1) Cleaner	23,15	23,15	23,15	23,15
(2) Cleaner (New)	23,15	23,15	23,15	23,15
(b) (1) Beginner Labourer/Prefabricated				
Concrete wall Labourer	23,15	23,15	23,15	23,15
(2) Beginner Labourer/Prefabricate				
Concrete wall Labourer (New)	23,15	23,15	23,15	23,15
(c) (1) Labourer	23,15	23,15	23,15	23,15
(2) Labourer (New)	23,15	23,15	23,15	23,15
(d) (1) General Worker	25,02	25,02	23,16	24,27
(e) Builder worker & Leaner Category 4	27,53	27,53	25,47	26,70
(f) Builder worker & Leaner Category 3	30,28	30,28	28,02	29,37
(g) Builder worker & Leaner Category 2	33,31	33,31	30,82	32,32
(h) Builder worker & Leaner Category 1	36,64	36,64	33,91	35,54
(i) Artisan: Carpet/Floor layer, Crane				
Operator, Painter, and Water proofer	40,31	40,31	39,11	39,11
(j) (1) Artisan in all others trades	44,34	44,34	43,01	43,01
(2) Artisan in all others trades	48,78	48,78	47,30	47,30

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# For the period 1 November 2021 to 31 October 2022

(3) Artisan in all others trades	53,64	53,64	52,03	52,03
(4) Artisan in all others trades	59,02	59,02	57,24	57,24
(5) Artisan in all others trades	64,91	64,91	62,97	62,97
(6) Artisan in all others trades	71,41	71,41	69,26	69,26
(7) Artisan in all others trades	78,55	78,55	76,20	76,20
(8) Artisan in all others trades	86,39	86,39	83,81	83,81
	per day	per day	per day	per day
(k) Guards (full time) Per day (9 hours)	208,35	208,35	208,35	208,35
(I) Drivers of motor vehicles and	per day	per day	per day	per day
operators				
which are required to be in possession				
of				
a code: Per day (9 hours)				
(1) B licence	247,77	247,77	229,23	240,30
(2) C1 licence	272,52	272,52	252,18	264,33
(3) C or EB of EC1 licence	299,79	299,79	277,38	290,88
(4) EC licence	362,79	362,79	351,99	351,99



Category of employee	1 Noven	nber 2022	to 31 Octob	ber 2023
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
*****	R	R	R	R
	per	per	per	per
	hour	hour	hour	hour
(a)(1) Cleaner	23,84	23,84	23,84	23,84
(2) Cleaner (New)	23,84	23,84	23,84	23,84
(b) (1) Beginner Labourer/Prefabricated				
Concrete wall Labourer	23,84	23,84	23,84	23,84
(2) Beginner Labourer/Prefabricate				
Concrete wall Labourer (New)	23,84	23,84	23,84	23,84
(c) (1) Labourer	23,84	23,84	23,84	23,84
(2) Labourer (New)	23,84	23,84	23,84	23,84
(d) (1) General Worker	25,77	25,77	23,85	25,00
(e) Builder worker & Leaner Category 4	28,36	28,36	26,24	27,50
(f) Builder worker & Leaner Category 3	31,18	31,18	28,86	30,25
(g) Builder worker & Leaner Category 2	34,31	34,31	31,74	33,29
(h) Builder worker & Leaner Category 1	37,74	37,74	34,93	36,61
(i) Artisan: Carpet/Floor layer, Crane				
Operator, Painter, and Water proofer	41,52	41,52	40,28	40,28
(j) (1) Artisan in all others trades	45,67	45,67	44,30	44,30
(2) Artisan in all others trades	50,24	50,24	48,72	48,72

## For the period 1 November 2022 to 31 October 2023

	55.05	FF 05	F2 F0	53,59
(3) Artisan in all others trades	55,25	55,25	53,59	55,59
(4) Artisan in all others trades	60,79	60,79	58,96	58,96
(5) Artisan in all others trades	66,86	66,86	64,86	64,86
(6) Artisan in all others trades	73,55	73,55	71,34	71,34
(7) Artisan in all others trades	80,90	80,90	78,48	78,48
(8) Artisan in all others trades	88,98	88,98	86,33	86,33
.4	per day	per day	per day	per day
(k) Guards (full time) Per day (9 hours)	214,56	214,56	214,56	214,56
(I) Drivers of motor vehicles and	per day	per day	per day	per day
operators				
which are required to be in possession				
of				
a code: Per day (9 hours)				
(1) B licence	255,24	255,24	236,16	247,50
(2) C1 licence	280,62	280,62	259,74	272,25
(3) C or EB of EC1 licence	308,79	308,79	285,66	299,61
(4) EC licence	373,68	373,68	362,52	362,52
	L			

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)(a) and (b):

- "(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 as follows:

PERIOD PER NIGHT	GREATER-BOLAND	WEST-BOLAND
From the date of commencement of this Agreement to 31 October 2021	R54,45	R54,45
For the period 1 November 2021 to 31 October 2022	R54,45	R54,45
For the period 1 November 2022 to 31 October 2023	R54,45	R54,45

#### 4. CLAUSE 14: HOLIDAY FUND

4.1 Substitute the following for sub-clauses (1), (2), (3) and (4):

the freed

- "(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 th	From the date of commencement of				
		this Agreement.				
	Area	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)	11,56	11,56	11,56	11,56		
(ii) clause 10 (1) (a) (2)	11,56	11,56	11,56	11,56		
(iii) clause 10 (1) (b) (1)	11,56	11,56	11,56	11,56		
(iv) clause 10 (1) (b) (2)	11,56	11,56	11.56	11,56		

From the date of commencement of this Agreement to 31 October 2021

	(v) clause 10 (1) (c) (1)	11,56	11,56	11,56	11,56	
	(vi) clause 10 (1) (c) (2)	11,56	11,56	11,56	11,56	
	(vii) clause 10 (1) (d)	12,49	12,49	11,56	12,12	
	(viii) clause 10 (1) (e)	13,75	13,75	12,72	13,33	
	(ix) clause 10 (1) (f)	15,12	15,12	13,99	14,67	
	(x) clause 10 (1) (g)	16,63	16,63	15,39	16,14	
	(xi) clause 10 (1) (h)	18,29	18,29	16,93	17,75	
	(xii) clause 10 (1) (i)	20,12	20,12	19,53	19,53	
	(xiii) clause 10 (1) (j) (1)	22,14	22,14	21,47	21,47	
	(xiv) clause 10 (1) (j) (2)	24,36	24,36	23,62	23,62	
	(xv) clause 10 (1) (j) (3)	26,78	26,78	25,98	25,98	
	(xvi) clause 10 (1) (j) (4)	29,47	29,47	28,58	28,58	
	(xvii) clause 10 (1) (j) (5)	32,41	32,41	31,44	31,44	
	(xvii) clause 10 (1) (j) (6)	35,66	35,66	34,58	34,58	
	(xix) clause 10 (1) (j) (7)	39,22	39,22	38,05	38,05	
	(xx) clause 10 (1) (j) (8)	43,14	43,14	41,85	41,85	
	(xxi) clause 10 (1) (k)	11,56	11,56	11,56	11,56	
	(xxii) clause 10 (1) (l) (1)	13,75	13,75	12,72	13,33	
	(xxiii) clause 10 (1) (I) (2)	15,12	15,12	13,99	14,67	
	(xxiv) clause 10 (1) (l) (3)	16,63	16,63	15,39	16,14	
No. of the second	(xxv) clause 10 (1) (I) (4)	20,12	20,12	19,53	19,53	



Category of employee	1 November 2021 to 31 October 2022				
	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)	11,90	11,90	11,90	11,90	
(ii) clause 10 (1) (a) (2)	11,90	11,90	11,90	11,90	
(iii) clause 10 (1) (b) (1)	11,90	11,90	11,90	11,90	
(iv) clause 10 (1) (b) (2)	11,90	11,90	11,90	11,90	
(v) clause 10 (1) (c) (1)	11,90	11,90	11,90	11,90	
(vi) clause 10 (1) (c) (2)	11,90	11,90	11,90	11,90	
(vii) clause 10 (1) (d)	12,87	12,87	11,91	12,48	
(viii) clause 10 (1) (e)	14,16	14,16	13,10	13,73	
(ix) clause 10 (1) (f)	15,57	15,57	14,41	15,11	
(x) clause 10 (1) (g)	17,13	17,13	15,85	16,62	
(xi) clause 10 (1) (h)	18,84	18,84	17,44	18,28	
(xii) clause 10 (1) (i)	20,73	20,73	20,11	20,11	
(xiii) clause 10 (1) (j) (1)	22,80	22,80	22,12	22,12	
(xiv) clause 10 (1) (j) (2)	25,09	25,09	24,33	24,33	
(xv) clause 10 (1) (j) (3)	27,59	27,59	26,76	26,76	

# For the period 1 November 2021 to 31 October 2022



33,38 36,73	33,38 36,73	32,38	32,38
36,73	36.73		
		35,62	35,62
40,40	40,40	39,19	39,19
44,43	44,43	43,10	43,10
11,90	11,90	11,90	11,90
14,16	14,16	13,10	13,73
15,57	15,57	14,41	15,11
17,13	17,13	15,85	16,62
20,73	20,73	20,11	20,11
	44,43 11,90 14,16 15,57 17,13	44,4344,4311,9011,9014,1614,1615,5715,5717,1317,13	44,4344,4343,1011,9011,9011,9014,1614,1613,1015,5715,5714,4117,1317,1315,85

# For the period 1 November 2022 to 31 October 2023

Category of employee	1 November 2022 to 31 October 2023			
	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)	12,26	12,26	12,26	12,26
(ii) clause 10 (1) (a) (2)	12,26	12,26	12,26	12,26
(iii) clause 10 (1) (b) (1)	12,26	12,26	12,26	12,26
(iv) clause 10 (1) (b) (2)	12,26	12,26	12,26	12,26

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(v) clause 10 (1) (c) (1)	12,26	12,26	12,26	12,26
(vi) clause 10 (1) (c) (2)	12,26	12,26	12,26	12,26
(vii) clause 10 (1) (d)	13,25	13,25	12,27	12,86
(viii) clause 10 (1) (e)	14,58	14,58	13,49	14,14
(ix) clause 10 (1) (f)	16,04	16,04	14,84	15,56
(x) clause 10 (1) (g)	17,64	17,64	16,33	17,12
(xi) clause 10 (1) (h)	19,41	19,41	17,96	18,83
(xii) clause 10 (1) (i)	21,35	21,35	20,71	20,71
(xiii) clause 10 (1) (j) (1)	23,49	23,49	22,78	22,78
(xiv) clause 10 (1) (j) (2)	25,84	25,84	25,06	25,06
(xv) clause 10 (1) (j) (3)	28,41	28,41	27,56	27,56
(xvi) clause 10 (1) (j) (4)	31,27	31,27	30,32	30,32
(xvii) clause 10 (1) (j) (5)	34,39	34,39	33,36	33,36
(xvii) clause 10 (1) (j) (6)	37,82	37,82	36,69	36,69
(xix) clause 10 (1) (j) (7)	41,61	41,61	40,36	40,36
(xx) clause 10 (1) (j) (8)	45,76	45,76	44,40	44,40
(xxi) clause 10 (1) (k)	12,26	12,26	12,26	12,26
(xxii) clause 10 (1) (I) (1)	14,58	14,58	13,49	14,14
(xxiii) clause 10 (1) (l) (2)	16,04	16,04	14,84	15,56
(xxiv) clause 10 (1) (l) (3)	17,64	17,64	16,33	17,12
(xxv) clause 10 (1) (I) (4)	21,35	21,35	20,71	20,71

(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

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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:

#### From the date of commencement of this Agreement to 31 October 2021

1.	16 December 2020	-	Day of Reconciliation
2.	25 December 2020	-	Christmas Day
3.	01 January 2021	-	New Year's Day
4.	22 March 2021	-	Human Rights Day
5.	2 April 2021	-	Good Friday
6.	5 April 2021	-	Family Day
7.	27 April 2021	-	Freedom Day
8.	16 June 2021	-	Workers Day
9	9 August 2021	ž	Women's Day

10. 24 September 2021 - Heritage Day

#### For the period 1 November 2021 to 31 October 2022

1. 16 December 2021 -	Day of Reconciliation
-----------------------	-----------------------

- 27 December 2021 Day of Goodwill
- 21 March 2022 Human Rights Day
- 4. 15 April 2022 Good Friday
- 5. 18 April 2022 -

2.

3.

6. 27 April 2022 - Freedom Day

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Family Day

7.	2 May 2022		Workers Day
8.	16 June 2022	-	Youth Day
9.	9 August 2022	-	Women Day

#### For the period 1 November 2022 to 31 October 2023

1.	16 December 2022	-	Day of Reconciliation
2.	26 December 2022	-	Day of Goodwill
3.	1 January 2023	-	New Year's Day
4.	21 March 2023	-	Human Rights Day
5.	7 April 2023	-	Good Friday
6.	10 April 2023	-	Family Day
7.	27 April 2023	-	Freedom Day
8.	1 May 2023	-	Workers Day
9.	16 June 2023	-	Youth Day
10.	9 August 2023	-	Women's Day
11.	25 September 2023	-	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. AN INCOMENT

(c) Employers are obliged to purchase a benefit for each employee on each public

holiday, except on the following public holidays:

PERIOD	DATES
From the date of commencement of this Agreement to 31 October 2021	16 December 2020 25 December 2020 1 January 2021
For the period 1 November 2021 to 31 October 2022	16 December 2021 27 December 2021
For the period 1 November 2022 to 31 October 2023	16 December 2022 26 December 2022 1 January 2023

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 th	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

er ?

	in-						1
	(i) cla	ause 10 (1) (a) (1)	7,70	7,70	7,70	7,70	
	(ii) cla	ause 10 (1) (a) (2)	7,70	7,70	7,70	7,70	
	(iii) cla	ause 10 (1) (b) (1)	7,70	7,70	7,70	7,70	
	(iv) cla	use 10 (1) (b) (2)	7,70	7,70	7,70	7,70	
	(v) cla	use 10 (1) (c) (1)	7,70	7,70	7,70	7,70	
	(vi) cla	use 10 (1) (c) (2)	7,70	7,70	7,70	7,70	
	(vii) cla	use 10 (1) (d)	8,33	8,33	7,71	8,08	
	(viii) cla	ause 10 (1) (e)	9,17	9,17	8,48	8,89	
	(ix) cla	ause 10 (1) (f)	10,08	10,08	9,33	9,78	
	(x) cla	use 10 (1) (g)	11,09	11,09	10,26	10,76	
	(xi) clau	use 10 (1) (h)	12,20	12,20	11,29	11,83	
	(xii) cla	use 10 (1) (i)	13,42	13,42	13,02	13,02	
	(xiii) cla	use 10 (1) (j) (1)	14,76	14,76	14,32	14,32	
	(xiv) cla	use 10 (1) (j) (2)	16,24	16,24	15,74	15,74	
	(xv) cla	use 10 (1) (j) (3)	17,86	17,86	17,32	17,32	
	(xvi) cla	use 10 (1) (j) (4)	19,65	19,65	19,05	19,05	
	(xvii) cla	use 10 (1) (j) (5)	21,61	21,61	20,96	20,96	
	(xviii) cla	ause 10 (1) (j) (6)	23,77	23,77	23,06	23,06	
	(xix) cla	use 10 (1) (j) (7)	26,15	26,15	25,36	25,36	
	(xx) clau	use 10 (1) (j) (8)	28,76	28,76	27,90	27,90	
	(xxi) cla	use 10 (1) (k)	7,70	7,70	7,70	7,70	
Contraction of the local division of the loc	(xxii) clau	use 10 (1) (I) (1)	9,17	9,17	8,48	8,89	
	(xxiii) cla	use 10 (1) (I) (2)	10.08	10.08	9.33	9,78	

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(xxiv) clause 10 (1) (l) (3)	11,09	11,09	10,26	10,76
(xxv) clause 10 (1) (l) (4)	13,42	13,42	13,02	13,02

#### 1 November 2021 to 31 October 2022 Category of employee Area Area Area Area 'C' 'D' 'A' 'B' R R R R per per per per day day day day Employees for whom wages are prescribed in-7,14 7,14 7,14 7,14 (i) clause 10 (1) (a) (1) 7,14 7,14 7,14 clause 10 (1) (a) (2) 7,14 (ii) 7,14 7,14 7,14 7,14 (iii) clause 10 (1) (b) (1) 7,14 7,14 7,14 7,14 (iv)clause 10 (1) (b) (2) 7,14 7,14 7,14 7,14 (v) clause 10 (1) (c) (1) 7,14 7,14 7,14 7,14 (vi) clause 10 (1) (c) (2) 7,72 7,72 7,15 7,49 (vii) clause 10 (1) (d) 8,24 7,86 8,49 8,49 (viii) clause 10 (1) (e) 9,06 8,65 9.34 9.34 (ix) clause 10 (1) (f) 9,97 9.51 10,28 10.28 (X) clause 10 (1) (g)

## For the period 1 November 2021 to 31 October 2022

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(xi) clause 10 (1) (h)	11,31	11,31	10,46	10,97
	11,51	11,51	10,40	10,97
(xii) clause 10 (1) (i)	12,44	12,44	12,07	12,07
(xiii) clause 10 (1) (j) (1)	13,68	13,68	13,27	13,27
(xiv) clause 10 (1) (j) (2)	15,05	15,05	14,60	14,60
(xv) clause 10 (1) (j) (3)	16,55	16,55	16,06	16,06
(xvi) clause 10 (1) (j) (4)	18,21	18,21	17,66	17,66
(xvii) clause 10 (1) (j) (5)	20,03	20,03	19,43	19,43
(xviii) clause 10 (1) (j) (6)	22,04	22,04	21,37	21,37
(xix) clause 10 (1) (j) (7)	24,24	24,24	23,51	23,51
(xx) clause 10 (1) (j) (8)	26,66	26,66	25,86	25,86
(xxi) clause 10 (1) (k)	7,14	7,14	7,14	7,14
(xxii) clause 10 (1) (I) (1)	8,49	8,49	7,86	8,24
(xxiii) clause 10 (1) (l) (2)	9,34	9,34	8,65	9,06
(xxiv) clause 10 (1) (l) (3)	10,28	10,28	9,51	9,97
(xxv) clause 10 (1) (I) (4)	12,44	12,44	12,07	12,07

# For the period 1 November 2022 to 31 October 2023

Category of employee	1 Novem	ber 2022	to 31 Octo	ber 202
	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)	8,99	8,99	8,99	8,99
(ii) clause 10 (1) (a) (2)	8,99	8,99	8,99	8,99
(iii) clause 10 (1) (b) (1)	8,99	8,99	8,99	8,99
(iv) clause 10 (1) (b) (2)	8,99	8,99	8,99	8,99
(v) clause 10 (1) (c) (1)	8,99	8,99	8,99	8,99
(vi) clause 10 (1) (c) (2)	8,99	8,99	8,99	8,99
(vii) clause 10 (1) (d)	9,72	9,72	9,00	9,43
(viii) clause 10 (1) (e)	10,70	10,70	9,89	10,37
(ix) clause 10 (1) (f)	11,76	11,76	10,88	11,41
(x) clause 10 (1) (g)	12,94	12,94	11,97	12,56
(xi) clause 10 (1) (h)	14,23	14,23	13,17	13,81
(xii) clause 10 (1) (i)	15,66	15,66	15,19	15,19
(xiii) clause 10 (1) (j) (1)	17,22	17,22	16,71	16,71
(xiv) clause 10 (1) (j) (2)	18,95	18,95	18,37	18,37
(xv) clause 10 (1) (j) (3)	20,84	20,84	20,21	20,21
(xvi) clause 10 (1) (j) (4)	22,93	22,93	22,24	22,24
(xvii) clause 10 (1) (j) (5)	25,22	25,22	24,46	24,46
(xviii) clause 10 (1) (j) (6)	27,74	27,74	26,91	26,91
(xix) clause 10 (1) (j) (7)	30,51	30,51	29,60	29,60
(xx) clause 10 (1) (j) (8)	33,56	33,56	32,56	32,56
(xxi) clause 10 (1) (k)	8,99	8.99	8,99	8,99

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,76 11,76	10,88	11,41
		1.000
2,94 12,94	11,97	12,56
,66 15,66	15,19	15,19
,	66 15,66	66 15,66 15,19

(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 Ag	reement to	o 31 Octob	er 2021		
	Area	Area	Area	Area		
	·A'	'B'	'C'	'D'		
	R	R	R	R		

# From the date of commencement of this Agreement to 31 October 2021

Kor

	per	per	per	per	
	day	day	day	day	
Employees for whom wages are prescribed					
in-					
(i) clause 10 (1) (a) (1)	17,93	17,93	17,93	17,93	
(ii) clause 10 (1) (a) (2)					
(iii) clause 10 (1) (b) (1)	17,93	17,93	17,93	17,93	
(iv) clause 10 (1) (b) (2)					
(v) clause 10 (1) (c) (1)	17,93	17,93	17,93	17,93	
(vi) clause 10 (1) (c) (2)					
(vii) clause 10 (1) (d)	19,38	19,38	17,94	18,81	
(viii) clause 10 (1) (e)	21,33	21,33	19,73	20,68	
(ix) clause 10 (1) (f)	23,45	23,45	21,70	22,76	
(x) clause 10 (1) (g)	25,81	25,81	23,88	25,04	
(xi) clause 10 (1) (h)	28,39	28,39	26,27	27,54	
(xii) clause 10 (1) (i)	31,23	31,23	30,30	30,30	
(xiii) clause 10 (1) (j) (1)	34,35	34,35	33,32	33,32	
(xiv) clause 10 (1) (j) (2)	37,80	37,80	36,64	36,64	
(xv) clause 10 (1) (j) (3)	41,56	41,56	40,32	40,32	
(xvi) clause 10 (1) (j) (4)	45,72	45,72	44,35	44,35	
(xvii) clause 10 (1) (j) (5)	50,29	50,29	48,79	48,79	
(xviii) clause 10 (1) (j) (6)	55,33	55,33	53,66	53,66	
(xix) clause 10 (1) (j) (7)	60,85	60,85	59,04	59,04	
(xx) clause 10 (1) (j) (8)	66,93	66,93	64,94	64,94	

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17,93	17,93	17,93	17,93
21,33	21,33	19,73	20,68
23,45	23,45	21,70	22,76
25,81	25,81	23,88	25,04
31,23	31,23	30,30	30,30
	21,33 23,45 25,81	21,3321,3323,4523,4525,8125,81	21,3321,3319,7323,4523,4521,7025,8125,8123,88

# For the period 1 November 2021 to 31 October 2022

	Category of employee	1 Noven	nber 2021	to 31 Octo	ber 2022
		Area	Area	Area	Area
		'A'	'B'	'C'	'D'
		R	R	R	R
		per	per	per	per
		day	day	day	day
Emp	loyees for whom wages are prescribed				
in-					
(i)	clause 10 (1) (a) (1)	18,47	18,47	18,47	18,47
(ii)	clause 10 (1) (a) (2)				
(iii)	clause 10 (1) (b) (1)	18,47	18,47	18,47	18,47
(iv)	clause 10 (1) (b) (2)				
(v)	clause 10 (1) (c) (1)	18,47	18,47	18,47	18,47
(vi)	clause 10 (1) (c) (2)				
(vii)	clause 10 (1) (d)	19,96	19,96	18,48	19,37
(viii)	clause 10 (1) (e)	21,97	21,97	20,33	21,31

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(ix) clause 10 (1) (f)	24,16	24,16	22,35	23,44
(x) clause 10 (1) (g)	26,59	26,59	24,59	25,80
(xi) clause 10 (1) (h)	29,23	29,23	27,06	28,36
(xii) clause 10 (1) (i)	32,17	32,17	31,20	31,20
(xiii) clause 10 (1) (j) (1)	35,38	35,38	34,32	34,32
(xiv) clause 10 (1) (j) (2)	38,92	38,92	37,74	37,74
(xv) clause 10 (1) (j) (3)	42,80	42,80	41,53	41,53
(xvi) clause 10 (1) (j) (4)	47,09	47.09	45,68	45,68
(xvii) clause 10 (1) (j) (5)	51,80	51,80	50,25	50,25
(xviii) clause 10 (1) (j) (6)	56,99	56,99	55,28	55,28
(xix) clause 10 (1) (j) (7)	62,69	62.69	60,80	60,80
(xx) clause 10 (1) (j) (8)	68,94	68,94	66,88	66,88
(xxi) clause 10 (1) (k)	18,47	18,47	18,47	18,47
(xxii) clause 10 (1) (I) (1)	21,97	21,97	20,33	21,31
(xxiii) clause 10 (1) (I) (2)	24,16	24,16	22,35	23,44
(xxiv) clause 10 (1) (I) (3)	26,59	26,59	24,59	25,80
(xxv) clause 10 (1) (I) (4)	32,17	32,17	31,20	31,20

# For the period 1 November 2022 to 31 October 2023

Category of employee	1 Nover	ber 2022	to 31 Octo	ber 2023	
	Area	Area	Area	Area	
	'A'	'B'	.C,	'D'	

Kert Set

	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)	19,03	19,03	19,03	19,03
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	19,03	19,03	19,03	19,03
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	19,03	19,03	19,03	19,03
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	20,56	20,56	19,04	19,95
(viii) clause 10 (1) (e)	22,63	22,63	20,94	21,95
(ix) clause 10 (1) (f)	24,89	24,89	23,03	24,14
(x) clause 10 (1) (g)	27,37	27,37	25,34	26,57
(xi) clause 10 (1) (h)	30,12	30,12	27,87	29,22
(xii) clause 10 (1) (i)	33,13	33,13	32,14	32,14
(xiii) clause 10 (1) (j) (1)	36,44	36,44	35,35	35,35
(xiv) clause 10 (1) (j) (2)	40,09	40,09	38,88	38,88
(xv) clause 10 (1) (j) (3)	44,09	44,09	42,76	42,76
(xvi) clause 10 (1) (j) (4)	48,52	48,52	47,05	47,05
(xvii) clause 10 (1) (j) (5)	53,35	53,35	51,76	51,76
(xviii) clause 10 (1) (j) (6)	58,70	58,70	56,93	56,93
(xix) clause 10 (1) (j) (7)	64,56	64,56	62,63	62,63

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71,01	71,01	68,89	68,89
19,03	19,03	19,03	19,03
22,63	22,63	20,94	21,95
24,89	24,89	23,03	24,14
27,37	27,37	25,34	26,57
33,13	33,13	32,14	32,14
	19,03 22,63 24,89 27,37	19,0319,0322,6322,6324,8924,8927,3727,37	19,0319,0319,0322,6322,6320,9424,8924,8923,0327,3727,3725,34

(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 Substitute the following for sub-clause (7):

#### "(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:

# From the date of commencement of this Agreement to 31 October 2021

From the date of commencement of this Agreement to 31 October 2021			
.Ч. ,В. ,С. ,	D.		
	this Agreement to 31 October 20 Area Area Area A		

- Age

	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)	8,49	8,49	8,49	8,49	
(ii) clause 10 (1) (a) (2)					
(iii) clause 10 (1) (b) (1)	8,49	8,49	8,49	8,49	
(iv) clause 10 (1) (b) (2)					
(v) clause 10 (1) (c) (1)	8,49	8,49	8,49	8,49	
(vi) clause 10 (1) (c) (2)					
(vii) clause 10 (1) (d)	9,18	9,18	8,50	8,91	
(viii) clause 10 (1) (e)	10,11	10,11	9,35	9,80	
(ix) clause 10 (1) (f)	11,11	11,11	10,28	10,78	
(x) clause 10 (1) (g)	12,22	12,22	11,31	11,86	
(xi) clause 10 (1) (h)	13,45	13,45	12,45	13,04	
(xii) clause 10 (1) (i)	14,79	14,79	14,35	14,35	
(xiii) clause 10 (1) (j) (1)	16,27	16,27	15,78	15,78	
(xiv) clause 10 (1) (j) (2)	17,90	17,90	17,36	17,36	
(xv) clause 10 (1) (j) (3)	19,69	19,69	19,10	19,10	
(xvi) clause 10 (1) (j) (4)	21,66	21,66	21,01	21,01	
(xvii) clause 10 (1) (j) (5)	23,82	23,82	23,11	23,11	
(xviii) clause 10 (1) (j) (6)	26,21	26,21	25,42	25,42	
(xix) clause 10 (1) (j) (7)	28,82	28,82	27,96	27,96	
(xx) clause 10 (1) (j) (8)	31,71	31,71	30,76	30,76	

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8,49	8,49	8,49	8,49
10,11	10,11	9,35	9.80
11,11	11,11	10,28	10,78
12,22	12,22	11,31	11,86
14,79	14,79	14,35	14,35
	10,11 11,11 12,22	10,1110,1111,1111,1112,2212,22	10,1110,119,3511,1111,1110,2812,2212,2211,31

# For the period 1 November 2021 to 31 October 2022

Category of employee	1 Noven	1 November 2021 to 31 October 2022		
	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-				
(12) clause 10 (1) (a) (1)	8,75	8,75	8,75	8,75
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	8,75	8,75	8,75	8,75
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) I (1)	8,75	8,75	8,75	8,75
(vi) clause 10 (1) I (2)				

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(	vii) clause 10 (1) (d)	9,46	9,46	8,75	9,17	٦
0	/iii) clause 10 (1) I	10,41	10,41	9,63	10,09	
(i	x) clause 10 (1) (f)	11,45	11,45	10,59	11,10	
()	<) clause 10 (1) (g)	12,59	12,59	11,65	12,22	
(x	i) clause 10 (1) (h)	13,85	13,85	12,82	13,43	
(×	ii) clause 10 (1) (i)	15,24	15,24	14,78	14,78	
(x	iii) clause 10 (1) (j) (1)	16,76	16,76	16,26	16,26	
(x	iv) clause 10 (1) (j) (2)	18,44	18,44	17,88	17,88	
(x	v) clause 10 (1) (j) (3)	20,28	20,28	19,67	19,67	
(x	vi) clause 10 (1) (j) (4)	22,31	22,31	21,64	21,64	
(x	vii) clause 10 (1) (j) (5)	24,54	24,54	23,80	23,80	
(x)	/iii) clause 10 (1) (j) (6)	26,99	26,99	26,18	26,18	
(xi	x) clause 10 (1) (j) (7)	29,69	29,69	28,80	28,80	
(x)	<) clause 10 (1) (j) (8)	32.66	32,66	31,68	31,68	
(x)	<li>clause 10 (1) (k)</li>	8,75	8,75	8,75	8,75	
(xx	ii) clause 10 (1) (I) (1)	10,41	10,41	9,63	10,09	
(xx	iii) clause 10 (1) (I) (2)	11,45	11,45	10,59	11,10	
(xx	iv) clause 10 (1) (I) (3)	12.59	12,59	11,65	12,22	
(xx	v) clause 10 (1) (I) (4)	15,24	15,24	14,78	14,78	

Category of employee	1 November 2022 to 31 October 2023			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
τ	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed				
in-				
(i) clause 10 (1) (a) (1)	9,01	9,01	9,01	9,01
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	9,01	9,01	9,01	9,01
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	9,01	9,01	9,01	9,01
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	9,74	9,74	9,02	9,45
(viii) clause 10 (1) (e)	10,72	10,72	9,92	10,40
(ix) clause 10 (1) (f)	11,79	11,79	10,91	11,44
(x) clause 10 (1) (g)	12,97	12,97	12,00	12,58
(xi) clause 10 (1) (h)	14,27	14,27	13,20	13,84
(xii) clause 10 (1) (i)	15,69	15,69	15,23	15,23
(xiii) clause 10 (1) (j) (1)	17,26	17,26	16,74	16,74
(xiv) clause 10 (1) (j) (2)	18,99	18,99	18,42	18.42
(xv) clause 10 (1) (j) (3)	20,88	20,88	20,26	20,26

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(xvi) clause 10 (1) (j) (4)	22,98	22,98	22,29	22,29
(xvii) clause 10 (1) (j) (5)	25,27	25,27	24,52	24,52
(xviii) clause 10 (1) (j) (6)	27,80	27,80	26,97	26,97
(xix) clause 10 (1) (j) (7).	30,58	30,58	29,67	29,67
(xx) clause 10 (1) (j) (8)	33,64	33,64	32,63	32,63
(xxi) clause 10 (1) (k)	9,01	9,01	9,01	9,01
(xxii) clause 10 (1) (l) (1)	10,72	10,72	9,92	10,40
(xxiii) clause 10 (1) (I) (2)	11,79	11,79	10,91	11,44
(xxiv) clause 10 (1) (l) (3)	12,97	12,97	12,00	12,58
(xxv) clause 10 (1) (I) (4)	15,69	15,69	15,23	15,23"

# 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:

## From the date of commencement to this Agreement to 31 October 2021

Category of employee

From the date of commencement of

this Agreement to 31 October 2021.

1						
	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			9.			
in-						
(i) clause 10 (1) (a) (1)	2,83	2,83	2,83	2,83		
(ii) clause 10 (1) (a) (2)	2,83	2,83	2,83	2,83		
(iii) clause 10 (1) (b) (1)	2,83	2,83	2,83	2,83		
(iv) clause 10 (1) (b) (2)	2,83	2,83	2,83	2,83		
(v) clause 10 (1) (c) (1)	2,83	2,83	2,83	2,83		
(vi) clause 10 (1) (c) (2)	2,83	2,83	2,83	2,83		
(vii) clause 10 (1) (d)	3,06	3,06	2,83	2,97		
(viii) clause 10 (1) (e)	3,37	3,37	3,12	3,27		
(ix) clause 10 (1) (f)	3,70	3,70	3,43	3,59		
(x) clause 10 (1) (g)	4,07	4,07	3,77	3,95		
(xi) clause 10 (1) (h)	4,48	4,48	4,15	4,35		
(xii) clause 10 (1) (i)	4,93	4,93	4,78	4,78		
(xiii) clause 10 (1) (j) (1)	5,42	5,42	5,26	5,26		
(xiv) clause 10 (1) (j) (2)	5,97	5,97	5,79	5,79		
(xv) clause 10 (1) (j) (3)	6,56	6,56	6,37	6,37		
(xvi) clause 10 (1) (j) (4)	7,22	7,22	7,00	7,00		
(xvii) clause 10 (1) (j) (5)	7,94	7,94	7,70	7.70		

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(xviii) clause 10 (1) (j) (6)	8,74	8,74	8,47	8,47
(xix) clause 10 (1) (j) (7)	9,61	9,61	9,32	9,32
(xx) clause 10 (1) (j) (8)	10,57	10,57	10,25	10,25
(xxi) clause 10 (1) (k)	2,83	2,83	2,83	2,83
(xxii) clause 10 (1) (l) (1)	3,37	3,37	3,12	3,27
(xxiii) clause 10 (1) (l) (2)	3,70	3,70	3,43	3,59
(xxiv) clause 10 (1) (l) (3)	4,07	4,07	3,77	3,95
(xxv) clause 10 (1) (l) (4)	4.93	4,93	4,78	4,78

	Category of employee	1 Novem	ber 2021	to 31 Octo	ber 2022		
		Area	Area	Area	Area		
		'A'	'B'	'C'	'D'		
		R	R	R	R		
		per	per	per	per		
		day	day	day	day		
Emp	loyees for whom wages are prescribed						
in-							
(i)	clause 10 (1) (a) (1)	2,92	2,92	2,92	2,92		
(ii)	clause 10 (1) (a) (2)	2,92	2,92	2,92	2,92		
(iii)	clause 10 (1) (b) (1)	2,92	2,92	2,92	2,92		
(iv)	clause 10 (1) (b) (2)	2.92	2.92	2,92	2,92		
(v)	clause 10 (1) (c) (1)	2,92	2,92	2,92	2,92		
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(vi) clause 10 (1) (c) (2)	2,92	2,92	2,92	2,92
(vii) clause 10 (1) (d)	3,15	3,15	2,92	3,06
(viii) clause 10 (1) (e)	3,47	3,47	3,21	3,36
(ix) clause 10 (1) (f)	3,81	3,81	3,53	3,70
(x) clause 10 (1) (g)	4,20	4,20	3,88	4,07
(xi) clause 10 (1) (h)	4,62	4,62	4,27	4,48
(xii) clause 10 (1) (i)	5,08	5,08	4,93	4,93
(xiii) clause 10 (1) (j) (1)	5,59	5,59	5,42	5,42
(xiv) clause 10 (1) (j) (2)	6,15	6,15	5,96	5,96
(xv) clause 10 (1) (j) (3)	6,76	6,76	6,56	6,56
(xvi) clause 10 (1) (j) (4)	7,44	7,44	7,21	7,21
(xvii) clause 10 (1) (j) (5)	8,18	8,18	7,93	7,93
(xviii) clause 10 (1) (j) (6)	9,00	9,00	8,73	8,73
(xix) clause 10 (1) (j) (7)	9,90	9,90	9,60	9,60
(xx) clause 10 (1) (j) (8)	10,89	10,89	10,56	10,56
(xxi) clause 10 (1) (k)	2,92	2,92	2,92	2,92
(xxii) clause 10 (1) (I) (1)	3,47	3,47	3,21	3,36
(xxiii) clause 10 (1) (I) (2)	3,81	3,81	3,53	3,70
(xxiv) clause 10 (1) (l) (3)	4,20	4,20	3,88	4,07
(xxv) clause 10 (1) (I) (4)	5,08	5,08	4,93	4,93

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Category of employee	1 Noven	nber 2022	to 31 Octo	ber 2023
	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)	3,00	3,00	3,00	3,00
(ii) clause 10 (1) (a) (2)	3,00	3,00	3,00	3,00
(iii) clause 10 (1) (b) (1)	3,00	3,00	3,00	3,00
(iv) clause 10 (1) (b) (2)	3,00	3,00	3,00	3,00
(v) clause 10 (1) (c) (1)	3,00	3,00	3,00	3,00
(vi) clause 10 (1) (c) (2)	3,00	3,00	3,00	3,00
(vii) clause 10 (1) (d)	3,25	3,25	3,01	3,15
(viii) clause 10 (1) (e)	3,57	3,57	3,31	3,47
(ix) clause 10 (1) (f)	3,93	3,93	3,64	3,81
(x) clause 10 (1) (g)	4,32	4,32	4,00	4,19
(xi) clause 10 (1) (h)	4,76	4,76	4,40	4,61
(xii) clause 10 (1) (i)	5,23	5,23	5,08	5,08
(xiii) clause 10 (1) (j) (1)	5,75	5,75	5,58	5,58
(xiv) clause 10 (1) (j) (2)	6,33	6.33	6,14	6,14
(xv) clause 10 (1) (j) (3)	6,96	6,96	6.75	6,75

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(xvi) clause 10 (1) (j) (4)	7,66	7,66	7,43	7,43
(xvii) clause 10 (1) (j) (5)	8,42	8,42	8,17	8,17
(xviii) clause 10 (1) (j) (6)	9,27	9,27	8,99	8,99
(xix) clause 10 (1) (j) (7)	10,19	10,19	9,89	9,89
(xx) clause 10 (1) (j) (8)	11,21	11,21	10,88	10,88
(xxi) clause 10 (1) (k)	3,00	3,00	3,00	3,00
(xxii) clause 10 (1) (l) (1)	3,57	3,57	3,31	3,47
(xxiii) clause 10 (1) (I) (2)	3,93	3,93	3,64	3,81
(xxiv) clause 10 (1) (l) (3)	4,32	4,32	4,00	4,19
(xxv) clause 10 (1) (l) (4)	5,23	5,23	5,08	5,08

(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:

### From the date of commencement of this Agreement to 31 October 2021

Category of employee		From the date of	f commencer	ment of
		this Agreement to	o 31 October	2021.
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	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)	4,84	4,84	4,84	4,84
(ii) clause 10 (1) (a) (2)	4,84	4,84	4,84	4,84
(iii) clause 10 (1) (b) (1)	4,84	4,84	4,84	4,84
(iv) clause 10 (1) (b) (2)	4,84	4,84	4,84	4,84
(v) clause 10 (1) (c) (1)	4,84	4,84	4,84	4,84
(vi) clause 10 (1) (c) (2)	4,84	4,84	4,84	4,84
(vii) clause 10 (1) (d)	5,23	5,23	4,84	5,08
(viii) clause 10 (1) (e)	5,76	5,76	5,33	5,58
(ix) clause 10 (1) (f)	6,33	6,33	5,86	6,14
(x) clause 10 (1) (g)	6,97	6,97	6,45	6,76
(xi) clause 10 (1) (h)	7,66	7,66	7,09	7,44
(xii) clause 10 (1) (i)	8,43	8,43	8,18	8,18
(xiii) clause 10 (1) (j) (1)	9,27	9,27	9,00	9,00
(xiv) clause 10 (1) (j) (2)	10,20	10,20	9,89	9,89
(xv) clause 10 (1) (j) (3)	11,22	11,22	10,88	10,88
(xvi) clause 10 (1) (j) (4)	12,35	12,35	11,97	11.97
(xvii) clause 10 (1) (j) (5)	13,58	13,58	13.17	13,17

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14,94	14,94	14,49	14,49
16,43	16,43	15,94	15,94
18,07	18,07	17,53	17,53
4,84	4,84	4,84	4,84
5,76	5,76	5,33	5,58
6,33	6,33	5,86	6,14
6,97	6,97	6,45	6,76
8,43	8,43	8,18	8,18
	16,43 18,07 4,84 5,76 6,33 6,97	16,4316,4318,0718,074,844,845,765,766,336,336,976,97	16,4316,4315,9418,0718,0717,534,844,844,845,765,765,336,336,335,866,976,976,45

	Category of employee	1 Novem	nber 2021	to 31 Octo	ber 2022
		Area	Area	Area	Area
		'A'	'B'	'C'	'D'
		R	R	R	R
		per	per	per	per
		day	day	day	day
Empl	loyees for whom wages are prescribed				
in-					
(i)	clause 10 (1) (a) (1)	4,99	4,99	4,99	4,99
(ii)	clause 10 (1) (a) (2)	4,99	4,99	4,99	4,99
(iii)	clause 10 (1) (b) (1)	4,99	4,99	4,99	4,99
(iv)	clause 10 (1) (b) (2)	4,99	4,99	4,99	4,99
(v)	clause 10 (1) (c) (1)	4,99	4.99	4,99	4,99

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(vi) clause 10 (1) (c) (2)	4.00	1 1 00	1.00	1 1 00
	4,99	4,99	4,99	4,99
(vii) clause 10 (1) (d)	5,39	5,39	4,99	5,23
(viii) clause 10 (1) (e)	5,93	5,93	5,49	5,75
(ix) clause 10 (1) (f)	6,52	6,52	6,04	6,33
(x) clause 10 (1) (g)	7,18	7,18	6,64	6,96
(xi) clause 10 (1) (h)	7,89	7,89	7,31	7,66
(xii) clause 10 (1) (i)	8,69	8,69	8,43	8,43
(xiii) clause 10 (1) (j) (1)	9,55	9,55	9,27	9,27
(xiv) clause 10 (1) (j) (2)	10,51	10,51	10,19	10,19
(xv) clause 10 (1) (j) (3)	11,56	11,56	11,21	11,21
(xvi) clause 10 (1) (j) (4)	12,72	12,72	12,33	12,33
(xvii) clause 10 (1) (j) (5)	13,99	13,99	13,57	13,57
(xviii) clause 10 (1) (j) (6)	15,39	15,39	14,92	14,92
(xix) clause 10 (1) (j) (7)	16,92	16,92	16,42	16,42
(xx) clause 10 (1) (j) (8)	18,61	18,61	18,06	18,06
(xxi) clause 10 (1) (k)	4,99	4,99	4,99	4,99
(xxii) clause 10 (1) (I) (1)	5,93	5,93	5,49	5,75
(xxiii) clause 10 (1) (I) (2)	6,52	6,52	6,04	6,33
(xxiv) clause 10 (1) (I) (3)	7,18	7,18	6,64	6,96
(xxv) clause 10 (1) (I) (4)	8,69	8,69	8,43	8,43

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Category of employee	1 Noven	nber 2022	to 31 Octo	ber 2023
	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)	5,14	5,14	5,14	5,14
(ii) clause 10 (1) (a) (2)	5,14	5,14	5,14	5,14
(iii) clause 10 (1) (b) (1)	5,14	5,14	5,14	5,14
(iv) clause 10 (1) (b) (2)	5,14	5,14	5,14	5,14
(v) clause 10 (1) (c) (1)	5,14	5,14	5,14	5,14
(vi) clause 10 (1) (c) (2)	5,14	5,14	5,14	5,14
(vii) clause 10 (1) (d)	5,55	5,55	5,14	5,39
(viii) clause 10 (1) (e)	6,11	6,11	5,65	5,93
(ix) clause 10 (1) (f)	6,72	6,72	6,22	6,52
(x) clause 10 (1) (g)	7,39	7,39	6,84	7,17
(xi) clause 10 (1) (h)	8,13	8,13	7,53	7,89
(xii) clause 10 (1) (i)	8,95	8,95	8,68	8,68
(xiii) clause 10 (1) (j) (1)	9,84	9,84	9,54	9,54
(xiv) clause 10 (1) (j) (2)	10,83	10,83	10,50	10,50
(xv) clause 10 (1) (j) (3)	11,90	11,90	11,55	11,55

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(xvi) clause 10 (1) (j) (4)	13,10	13,10	12,70	12,70
(xvii) clause 10 (1) (j) (5)	14,41	14,41	13,97	13,97
(xviii) clause 10 (1) (j) (6)	15,85	15,85	15,37	15,37
(xix) clause 10 (1) (j) (7)	17,43	17,43	16,91	16,91
(xx) clause 10 (1) (j) (8)	19,17	19,17	18,60	18,60
(xxi) clause 10 (1) (k)	5,14	5,14	5,14	5,14
(xxii) clause 10 (1) (I) (1)	6,11	6,11	5,65	5,93
(xxiii) clause 10 (1) (l) (2)	6,72	6,72	6,22	6,52
(xxiv) clause 10 (1) (I) (3)	7,39	7,39	6,84	7,17
(xxv) clause 10 (1) (I) (4)	8,95	8,95	8,68	8,68

(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:

 Every employer may on each pay day deduct from the wages due every day to each eligible employee the amount that is specified below:

## From the date of commencement of this Agreement to 31 October 2021

Category of employee	From t	From the date of commencement of				
	this Ag	reement to	31 Octob	er 2021.		
	Area	Area	Area	Area		
	'A'	'B'	,C,	'D'		
	R	R	R	R		

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ſ <u></u>	- nor	nor	- nor		1
	per	per	per	per	
	day	day	day	day	
Employees for whom wages are prescribed					
in-					
(i) clause 10 (1) (a) (1)	4,84	4,84	4,84	4,84	
(ii) clause 10 (1) (a) (2)	4,84	4,84	4,84	4,84	
(iii) clause 10 (1) (b) (1)	4,84	4,84	4,84	4,84	
(iv) clause 10 (1) (b) (2)	4,84	4,84	4,84	4,84	
(v) clause 10 (1) (c) (1)	4,84	4,84	4,84	4,84	
(vi) clause 10 (1) (c) (2)	4,84	4,84	4,84	4,84	
(vii) clause 10 (1) (d)	5,23	5,23	4,84	5,08	
(viii) clause 10 (1) (e)	5,76	5,76	5,33	5,58	
(ix) clause 10 (1) (f)	6,33	6,33	5,86	6,14	
(x) clause 10 (1) (g)	6,97	6,97	6,45	6,76	
(xi) clause 10 (1) (h)	7,66	7,66	7,09	7,44	
(xii) clause 10 (1) (i)	8,43	8,43	8,18	8,18	
(xiii) clause 10 (1) (j) (1)	9,27	9,27	9,00	9,00	
(xiv) clause 10 (1) (j) (2)	10,20	10,20	9,89	9,89	
(xv) clause 10 (1) (j) (3)	11,22	11,22	10,88	10,88	
(xvi) clause 10 (1) (j) (4)	12,35	12,35	11,97	11,97	
(xvii) clause 10 (1) (j) (5)	13,58	13,58	13,17	13,17	
(xviii) clause 10 (1) (j) (6)	14,94	14,94	14,49	14,49	
(xix) clause 10 (1) (j) (7)	16,43	16,43	15,94	15,94	
(xx) clause 10 (1) (j) (8)	18,07	18,07	17,53	17,53	

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(xxi) clause 10 (1) (k)	4,84	4,84	4,84	4,84
(xxii) clause 10 (1) (I) (1)	5,76	5,76	5,33	5,88
(xxiii) clause 10 (1) (I) (2)	6,33	6,33	5,86	6,14
(xxiv) clause 10 (1) (l) (3)	6,97	6,97	6,45	6,76
(xxv) clause 10 (1) (l) (4)	8,43	8,43	8,18	8,18

	Category of employee	1 November 2021 to 31 October 2022				
		Area	Area	Area	Area	
		'A'	'B'	'C'	'D'	
		R	R	R	R	
		per	per	per	per	
		day	day	day	day	
Emp	loyees for whom wages are prescribed					
in-						
(i)	clause 10 (1) (a) (1)	4,99	4,99	4,99	4,99	
(ii)	clause 10 (1) (a) (2)	4,99	4,99	4,99	4,99	
(iii)	clause 10 (1) (b) (1)	4,99	4,99	4,99	4,99	
(iv)	clause 10 (1) (b) (2)	4,99	4,99	4,99	4,99	
(v)	clause 10 (1) (c) (1)	4,99	4,99	4,99	4,99	
(vi)	clause 10 (1) (c) (2)	4,99	4,99	4,99	4.99	

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(vii) clause 10 (1) (d)	5,39	5,39	4,99	5,23
(viii) clause 10 (1) (e)	5,93	5,93	5,49	5,75
(ix) clause 10 (1) (f)	6,52	6,52	6,04	6,33
(x) clause 10 (1) (g)	7,18	7,18	6,64	6,96
(xi) clause 10 (1) (h)	7,89	7,89	7,31	7,66
(xii) clause 10 (1) (i)	8,69	8,69	8,43	8,43
(xiii) clause 10 (1) (j) (1)	9,55	9,55	9,27	9,27
(xiv) clause 10 (1) (j) (2)	10,51	10,51	10,19	10,19
(xv) clause 10 (1) (j) (3)	11,56	11,56	11,21	11,21
(xvi) clause 10 (1) (j) (4)	12,72	12,72	12,33	12,33
(xvii) clause 10 (1) (j) (5)	13,99	13,99	13,57	13,57
(xviii) clause 10 (1) (j) (6)	15,39	15,39	14,92	14,92
(xix) clause 10 (1) (j) (7)	16,92	16,92	16,42	16,42
(xx) clause 10 (1) (j) (8)	18,61	18,61	18,06	18,06
(xxi) clause 10 (1) (k)	4,99	4,99	4,99	4,99
(xxii) clause 10 (1) (I) (1)	5,93	5,93	5,49	5,75
(xxiii) clause 10 (1) (I) (2)	6,52	6,52	6,04	6,33
(xxiv) clause 10 (1) (I) (3)	7,18	7,18	6,64	6,96
(xxv) clause 10 (1) (I) (4)	8,69	8,69	8,43	8,43

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Category of employee	1 November 2022 to 31 October 202				
	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)	5,14	5,14	5,14	5,14	
(ii) clause 10 (1) (a) (2)	5,14	5,14	5,14	5,14	
(iii) clause 10 (1) (b) (1)	5,14	5,14	5,14	5,14	
(iv) clause 10 (1) (b) (2)	5,14	5,14	5,14	5,14	
(v) clause 10 (1) (c) (1)	5,14	5,14	5,14	5,14	
(vi) clause 10 (1) (c) (2)	5,14	5,14	5,14	5,14	
(vii) clause 10 (1) (d)	5,55	5,55	5,14	5,39	
(viii) clause 10 (1) (e)	6,11	6,11	5,65	5,93	
(ix) clause 10 (1) (f)	6,72	6,72	6,22	6,52	
(x) clause 10 (1) (g)	7,39	7,39	6,84	7,17	
(xi) clause 10 (1) (h)	8,13	8,13	7,53	7,89	
(xii) clause 10 (1) (i)	8,95	8,95	8,68	8,68	
(xiii) clause 10 (1) (j) (1)	9,84	9,84	9,54	9,54	
(xiv) clause 10 (1) (j) (2)	10,83	10,83	10,50	10,50	
(xv) clause 10 (1) (j) (3)	11,90	11.90	11,55	11,55	

13,10	13,10	12,70	12,70
14,41	14,41	13,97	13,97
15,85	15,85	15,37	15,37
17,43	17,43	16,91	16,91
19,17	19,17	18,60	18,60
5,14	5,14	5,14	5,14
6,11	6,11	5,65	5,93
6,72	6,72	6,22	6,52
7,39	7,39	6,84	7,17
8,95	8,95	8,68	8,68
	14,41 15,85 17,43 19,17 5,14 6,11 6,72 7,39	14,4114,4115,8515,8517,4317,4319,1719,175,145,146,116,116,726,727,397,39	14,4114,4113,9715,8515,8515,3717,4317,4316,9119,1719,1718,605,145,145,146,116,115,656,726,726,227,397,396,84

(b) 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 R2,00 for the period of 1 November 2020 to 30 October 2021, R2,25 for the period 1 November 2021 to 31 October 2022, R2,50 for the period of 1 November 2022 to 31 October 2023, per day for each normal workday, in respect of each eligible employee in his/her employment during that normal working day."

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### 9. CLAUSE 28: TRAINING FUND OF THE EMPLOYERS' ORGANISATIONS

- 9.1 Substitute the following for clause (28)(1):
- "(1) Every employer, to whom this agreement applies, shall pay an amount of R2,00 for the period of 1 November 2020 to 30 October 2021, R2,25 for the period 1 November 2021 to 31 October 2022, R2,50 for the period of 1 November 2022 to 31 October 2023, per day for each normal workday, in respect of each eligible employee in his/her employment during that normal working day."

#### 10. CLAUSE 29: FUNERAL BENEFIT

### 10.1 Substitute the following for clause (29)(1) and (2):

(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:

### From the date of commencement of this Agreement to 31 October 2021

Category of employee

From the date of commencement of

this Agreement to 31 October 2021.

	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)	1,00	1,00	1,00	1,00
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	1,00	1,00	1,00	1,00
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	1,00	1,00	1,00	1,00
(vi) clause 10 (1) (c) (2)				
(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)			1	
(xvii) clause 10 (1) (j) (5)				

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(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) (I) (1)	
(xxiii) clause 10 (1) (l) (2)	
(xxiv) clause 10 (1) (I) (3)	
(xxv) clause 10(1)(l)(4)	

Category of employee	1 November 2021 to 31 October 202	1 November 2021 to 31 October 2022		
	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 prescri	ed .			
in-				
(i) clause 10 (1) (a) (1)	1,00 1,00 1,00 1,00			
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	1,00 1,00 1,00 1,00			
(iv) clause 10 (1) (b) (2)				

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(v) clause 10 (1) (c) (1)	1,00	1,00	1,00	1,00
(vi) clause 10 (1) (c) (2)			4	
(vii) clause 10 (1) (d)			2	
(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) (I) (1)				
(xxiii) clause 10 (1) (l) (2)				
(xxiv) clause 10 (1) (l) (3)				
(xxv) clause 10 (1) (l) (4)				
	1			

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Category of employee	1 Novem	ber 2022	to 31 Octo	ber 2023
	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)	1,00	1,00	1,00	1,00
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	1,00	1,00	1,00	1,00
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	1,00	1,00	1,00	1,00
(vi) clause 10 (1) (c) (2)				
(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)	1			
(xv) clause 10 (1) (j) (3)	1			
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(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) (I) (1)	
(xxiii) clause 10 (1) (I) (2)	
(xxiv) clause 10 (1) (I) (3)	
(xxv) clause 10 (1) (I) (4)	

### 10.2 Add the following new sub-clause after sub-clause 29(2)

- "(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.
- Eligible employees will qualify for a funeral benefit of R5000.00 if they contribute
  50 daily contributions during a working year."
- Substitute Annexure A: "RULES FOR CONCILIATING AND ARBITRATING DISPUTES IN THE BUILDING INDUSTRY BARGAINING COUNCIL (RULES)"

RULES AS AMENDED BY THE CCMA IN THE LABOUR RELATIONS ACT 66 OF 1995 UPDATED ON NOVEMBER 2019 SHALL APPLY FOR BUILDING INDUSTRY BARGAINING COUNCIL AND AS WELL AS ANY FUTHER AMENDMENTS.

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## SIGNED ON BEHALF OF THE PARTIES ON THIS 8th DAY OF SEPTEMBER 2020.

TOTAL WORD COUNT - 10 945

ind **D.J PHILLIPS** CHAIRMAN

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R.C DAMON BUILDING WORKERS UNION

G.SMIT

MBA GREATER BOLAND Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)

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BUILDING BARGAINGING COUNCIL NORTH AND WEST-BOLAND