

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6931

12 December 2025

LABOUR RELATIONS ACT, 1995

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

I, **NOMAKHOSAZANA METH**, 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 2028.



MS N METH, MP**MINISTER OF EMPLOYMENT AND LABOUR****DATE:** 02/12/2025

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI EMBONINI YEZOKWAKHA ENYAKATHO KANYE
NASENTSHONALANGA YEBOLAND:****UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXYENYE
YASO**

Mina, **NOMAKHOSAZANA METH**, 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 2028.



NKOSAZANA N METH, MP

UNGOQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 02/12/2025

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)

(hereinafter referred to as the "employers" or the "employers' organisation"), 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 Notices R. 120 of 08 February 2019, as further amended and extended by Government Notices Nos. 44029 of 24 December 2020 and 49862 of 14 December 2023.

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' organisation 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 2 of this Agreement.

2. PERIOD OF OPERATION

This agreement shall come into operation on the date fixed by the Minister of Employment and 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 Employment and Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2028.

3. CLAUSE 10: REMUNERATION

Add the following sub-clause after clause (7):

“(8) The Building Bargaining Council North and West Boland’s minimum wage agreement shall not derogate from the National Minimum Wage set by the government annually, with the higher rate prevailing. In cases where the National Minimum Wage exceeds the Council-agreed rate, employers are statutorily obligated to pay the National Minimum Wage.”

4. CLAUSE 17: SAVINGS FUND

Substitute clause 17 with the following:

- “(1) The Saving Fund is hereby continued and shall be continued to be administered by Council.
- (2) Contribution: Every employer shall, on each pay day deduct from the wages due every day to each eligible employee the contribution calculated as follows:
- (3) Every employer shall pay the contributions referred to in subclause (2) to the Council on the employee’s normal pay day, and issue the employee with the Council’s fringe benefits, indicating the amount of the contribution made.
- (4) The contribution referred to in subclause (3) shall be credited to the employee in the Saving Fund.
- (5) The Council may recover the costs of the administration of the Saving Fund (as determined by the Council from time to time).

- (6) The Council shall, at a date to be determined by the Council each year, pay the employee, together with any money due to him from the Holiday Fund (clause 14) of the former agreement, the moneys standing to his credit in the Saving Fund.
- (7) Notwithstanding this expiry or cancellation of this Agreement, the Council shall continue to administer the Saving Fund until such time as it is liquidated or transferred to any other fund created for the purpose of providing annual leave pay to employees.
- (8) In the event of the Council's being wound up or dissolved, the Saving Fund shall continue to be administered by a committee appointed for that purpose by the parties before the winding up of the Council, which committee shall consist of an equal number of employer and employee representatives. In the event of such committee being unable to fulfil its duties for any reason, the parties shall appoint a trustee or trustees to carry out its duties, for this purpose such trustee or trustees shall have the same powers as the committee.
- (9) In the event of there being no Council in existence at the time of the expiry of this Agreement, the Saving Fund shall be liquidated by the committee or trustees appointed in terms of subclause (8) above.
- (10) In the event of liquidation of the Saving Fund in terms of subclause (7) or subclause (8) above, the balance of the moneys remaining after payment of all claims against the Saving Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council's having been wound up before the liquidation of the Saving Fund, the balance of the moneys shall be distributed in equal shares between the parties to the Council immediately prior to its dissolution."

5. CLAUSE 20: TRADE UNION DEDUCTIONS

Substitute the following for subclauses (2)(a), (b), (c), (3), (4) and (5):

“(2) Trade unions may opt for either one of the following mechanisms, in each case deductions of trade union subscriptions may be authorised only by the affected employee, and in writing:

a) each trade union shall be entitled to approach each employer in the industry direct for the purpose of establishing stop-order facilities for the deduction of trade union subscriptions; or

b) the employer shall deduct the Trade Union Subscription Amount (as amended by the Trade Unions from time to time in accordance with their constitutions) from an employee who is a member of a registered trade union and for whom wages are prescribed in clause 10 of this Agreement.

(3) An employer shall pay the amounts deducted by him in terms of sub clause (2)(b) to the Council within the period determined by the Council.

(4) Each month the Council shall pay over to the trade unions all moneys so collected by the employers in terms of sub clause (2)(b) above.

(5) The Council shall, at a date to be determined by the Council each year, pay the employee, together with any money due to him from the Holiday Fund (clause 14), the moneys from union subscriptions which was deducted from non-members of a trade union.”



D.J. PHILLIPS
CHAIRMAN



R.C. DAMON
BUILDING WORKERS UNION



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



L. ONTONG
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST-BOLAND