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## GOVERNMENT NOTICE

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### DEPARTMENT OF LABOUR

No. R. 957

23 November 2012

### LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Building Bargaining Council North and West Boland** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from **3 December 2012** and for the period ending 31 December 2015.

MN OLIPHANT

**MINISTER OF LABOUR**

No. R. 957

23 November 2012

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI EMBONINI YEZOKWAKHA KUNYAKATHO KANYE  
NAKUNTSHONALANGA YEBOLAND:****UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI  
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXEYENYE  
YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esinziwa **uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yezokwakha eNyakatho kanye neNtshonalanga yeBoland**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela mhlaka **3 kuZibandlela 2012** kuze kube mhlaka 31 kuZibandlela 2015.

MN OLIPHANT

**UNGQONGQOSHE WEZABASEBENZI**

## **SCHEDULE**

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

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

**Master Builders Association Greater Boland**

**Master Builders Association West Boland**

(hereinafter referred to as the “employers” or the “employers` organisation”), of the one part, and the

**Building Workers Union**

(hereinafter referred tot as the “employees” or the “trade union”) of the other part, being the parties to the Building Bargaining Council North and West Boland, to amend the Collective Agreement, extended to non-parties, published under Government Notice R. 1011 of 26 October 2007 as further amended, re-enacted, extended and renewed by Government Notices Nos R. 1012 of 26 October 2007, R. 1174 of 7 November 2008, R. 1083 of 13 November 2009, R. 844 and R. 845 of 1 October 2010, R. 624 of 5 August 2011 and R. 133 of 24 February 2012.

#### **1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed-
  - (a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers` organisations and the trade union, respectively;
  - (b) in the Magisterial Districts of Ceres, Montagu, Robertson, Tulbagh and Worcester;

- (c) Overberg District Municipality excluding Overstrand Local Municipality (which includes Gansbaai, Hangklip, Kleinmond, Hermanus and Stanford);
  - (d) Central Karoo District Municipality (excluding the Magisterial District of Beaufort-West); and
  - (e) West Coast District Municipality (excluding the Magisterial District of Malmesbury).
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to-
- (a) only those classes of employees for whom wages are described in this Agreement;
  - (b) apprentices and learners only in so far as the provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any conditions fixed there under.
  - (c) labour-only contractors, working partners and working directors, principals and contractors.
3. Notwithstanding the provisions of subclause (1)(a), the terms of this Agreement shall not apply to -
- (a) clerical employees and administrative staff;
  - (b) university students and graduates in building science and construction surveyors and other such persons doing practical work in the completion of their academic training;
  - (c) foremen or general foremen;
  - (d) non-parties in respect of clauses 1(1) (a) and 1A of this Agreement.

## 1A. PERIOD OF OPERATION

This agreement shall come into operation on the date fixed by the Minister of Labour as the effective date on which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2015.

## 2. CLAUSE 4: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Benefits must be given to an eligible employee.

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

### **3. CLAUSE 8: EMPLOYMENT STANDARDS**

**Add the following new subclause (6):**

#### **“(6) Individuals or Organisations**

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

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



#### 4. CLAUSE 9: CONDITION OF SERVICE

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

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

#### 5. CLAUSE 10: REMUNERATION

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

“(1) **Basic wage:**

The basic wage in the Industry shall be as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	Per	Per	Per	Per
	hour	hour	hour	hour
(a) Cleaner	12,68	12,68	9,05	12,08
(b) Labourer (Beginner)	12,68	12,68	9,05	12,08
(c) General worker (Category 2)	13,94	13,94	10,19	13,28
(d) General worker (Category 1)	15,34	15,34	11,32	14,61
(e) Builder worker & Learner Category 4	16,88	16,88	12,67	16,08
(f) Builder worker & Learner Category 3	18,56	18,56	14,12	17,68
(g) Builder worker & Learner Category 2	20,42	20,42	15,81	19,45

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

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981, or the Skills Development Act, 1998: Provided further that the wages specified above for drivers/plant operators shall be payable if such employees have worked 42 hours in any week. If such employees have, however, worked less than 42 normal hours in any week, their wages for that week shall be calculated as follows: The above specified wages divided by 42 hours, multiplied by the actual number of normal working hours worked.”

#### 6. CLAUSE 14: HOLIDAY FUND

**Substitute the following for clause 14:**

- “(1) The Holiday Fund is hereby continued and shall be continued to be administered by the Council for the purposes of providing eligible employees with leave pay for the period of annual leave in terms of clause 9(6) of the Agreement. Holiday Fund payout at the end of the year shall be for fifteen (15) working days. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.
- (2) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

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

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

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified fringe benefits indicating the amount of the contribution made."

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

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

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

- (a) Employees have the option to be paid by their employers, as defined by the Basic Conditions of Employment Act no. 75 of 1997, in regards to each public holiday that falls in the work periods **OR** employees can continue to be paid in respect of the public holidays with their holiday fund payout at the end of the year. Employers and employees should inform the Council in writing with their preference.
- (b) Employers can only claim the funds back from the Building Bargaining Council, if their employee's benefits are up to date and adequate. If an employer's benefits are not up to date, and are not sufficient, the employer will be held responsible to pay their employees for each public holiday. The Council will only deal with claims from employers.
- (c) Employers have to purchase a benefit for each employee on each public holiday, except on the following public holidays (17 December 2012, 25 December 2012, 26 December 2012 and 1 January 2013). These public holidays already fall under the annual holiday fund.
- (4) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund for the public holidays on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	4,78	4,78	3,41	4,55
(ii) clause 10 (1) (b)	4,78	4,78	3,41	4,55
(iii) clause 10 (1) (c)	5,26	5,26	3,84	5,01
(iv) clause 10 (1) (d)	5,79	5,79	4,27	5,51
(v) clause 10 (1) (e)	6,37	6,37	4,78	6,06
(vi) clause 10 (1) (f)	7,00	7,00	5,33	6,67
(vii) clause 10 (1) (g)	7,70	7,70	5,96	7,33
(viii) clause 10 (1) (h)	8,47	8,47	6,65	8,07
(ix) clause 10 (1) (i)	9,32	9,32	7,07	8,87
(x) clause 10 (1) (j) (1)	10,25	10,25	9,23	9,76
(xi) clause 10 (1) (j) (2)	11,28	11,28	10,15	10,74
(xii) clause 10 (1) (j) (3)	12,40	12,40	11,16	11,81
(xiii) clause 10 (1) (j) (4)	13,64	13,64	12,28	12,99
(xiv) clause 10 (1) (j) (5)	15,00	15,00	13,51	14,29
(xv) clause 10 (1) (j) (6)	16,51	16,51	14,86	15,72
(xvi) clause 10 (1) (j) (7)	18,16	18,16	16,35	17,29

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

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified fringe benefits indicating the amount of the contribution made.
- (5) The Council shall determine a date before the commencement of the annual leave period in terms of clause 9(6) upon which eligible employees shall receive payment of the amount standing to their credit in the Holiday Fund: Provided that no payment shall be made from the Holiday Fund-
- (a) in respect of fringe benefits issued by an employer after 31 October of each year, which shall be deemed to have been issued in respect of the following year;
- (b) subject to subclause (9) prior to the date determined by the Council in terms of this clause.
- (6) In the event of an eligible employee's death, all amounts to his credit in the Holiday Fund shall be paid to his duly appointed nominee, if any. Should no nominee survive the employee, or should a surviving nominee fail to claim



payment within twelve (12) months of the date of the employee's death, the amount to his credit shall be paid to his estate.

- (7) Subject to subclause (6) above, the amount standing to an employee's credit in the Holiday Fund shall not be transferable.
- (8) Notwithstanding the expiry or cancellation of this Agreement, the Council shall continue to administer the Holiday Fund until such time as it is liquidated or transferred to any other fund created for the purpose of providing annual leave pay to employees.
- (9) In the event of the Council being wound up or dissolved, the Holiday Fund shall continue to be administered by the MBA Greater-Boland, MBA West-Boland and the Building Workers Union before the winding up of the Council. In the event of the MBA Greater-Boland, MBA West-Boland and the Building Workers Union being unable to fulfil its duties for any reason, the parties shall appoint a trustee or trustees to carry out their duties, and for this purpose such trustee or trustees shall have the same powers as the committee.
- (10) In the event of there being no Council in existence at the time of the expiry of this Agreement, the Holiday Fund shall be liquidated by the MBA Greater-Boland, MBA West-Boland and the Building Workers Union or trustees appointed in terms of subclause (9) above.
- (11) In the event of liquidation of the Holiday Fund in terms of subclause (9) or subclause (10) above, the balance of the moneys remaining after payment of all claims against the Holiday Fund, including administration and liquidation expenses, shall be paid into the fund of the MBA Greater-Boland, MBA West-Boland and the Building Workers Union. In the event of the

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

#### 7. CLAUSE 15: RETIREMENT FUNDS

Substitute the following for subclauses (4)(a) and (b):

“(4) **Contributions by the employer:**

- (a) Every employer shall contribute an amount to the Retirement Fund on behalf of each eligible employee in respect of each contribution day that the employee remains in his/her employ, which shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	15,98	15,98	11,40	15,21
(ii) clause 10 (1) (b)	15,98	15,98	11,40	15,21
(iii) clause 10 (1) (c)	17,57	17,57	12,83	16,74
(iv) clause 10 (1) (d)	19,33	19,33	14,26	18,40

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

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's fringe benefits indicating the amount of the contribution made."

**8. CLAUSE 16: SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE  
BENEFIT FUND FOR THE BUILDING INDUSTRY**

**Substitute the following for subclauses (3)(a) and (b):**

**“(3) Contributions by the employer:**

- (a) Every employer shall contribute an amount to the Fund on behalf of each eligible employee in respect of each contribution day for which the employee remains in his/her employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,60	1,60	1,14	1,52
(ii) clause 10 (1) (b)	1,60	1,60	1,14	1,52
(iii) clause 10 (1) (c)	1,76	1,76	1,28	1,67
(iv) clause 10 (1) (d)	1,93	1,93	1,43	1,84
(v) clause 10 (1) (e)	2,13	2,13	1,60	2,03
(vi) clause 10 (1) (f)	2,34	2,34	1,78	2,23

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

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

#### 9. CLAUSE 17: SAVING FUND

**Substitute the following for subclauses (2):**

"(2) **Contribution:** Every employer shall, on each pay day deduct from the wages due every day to each eligible employee the contribution calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,00	1,00	1,00	1,00
(ii) clause 10 (1) (b)	1,00	1,00	1,00	1,00
(iii) clause 10 (1) (c)	1,00	1,00	1,00	1,00
(iv) clause 10 (1) (d)	1,00	1,00	1,00	1,00
(v) clause 10 (1) (e)	1,00	1,00	1,00	1,00
(vi) clause 10 (1) (f)	1,00	1,00	1,00	1,00
(vii) clause 10 (1) (g)	1,00	1,00	1,00	1,00
(viii) clause 10 (1) (h)	1,00	1,00	1,00	1,00
(ix) clause 10 (1) (i)	1,00	1,00	1,00	1,00
(x) clause 10 (1) (j) (1)	1,00	1,00	1,00	1,00
(xi) clause 10 (1) (j) (2)	1,00	1,00	1,00	1,00
(xii) clause 10 (1) (j) (3)	1,00	1,00	1,00	1,00
(xiii) clause 10 (1) (j) (4)	1,00	1,00	1,00	1,00
(xiv) clause 10 (1) (j) (5)	1,00	1,00	1,00	1,00
(xv) clause 10 (1) (j) (6)	1,00	1,00	1,00	1,00
(xvi) clause 10 (1) (j) (7)	1,00	1,00	1,00	1,00

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

### 10. CLAUSE 19: EXPENSES OF THE COUNCIL

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

"(1) **Contributions by the employer:**

- (a) Every employer shall contribute an amount to the Council in respect of each eligible employee for each contribution day that the employee remains in his/her employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,58	1,58	1,13	1,50
(ii) clause 10 (1) (b)	1,58	1,58	1,13	1,50

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

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



**Substitute the following for subclauses (2)(a) and (b):****“(2) Special levy by the employee:**

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

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	1,58	1,58	1,13	1,50
(ii) clause 10 (1) (b)	1,58	1,58	1,13	1,50
(iii) clause 10 (1) (c)	1,74	1,74	1,27	1,65
(iv) clause 10 (1) (d)	1,91	1,91	1,41	1,82
(v) clause 10 (1) (e)	2,10	2,10	1,58	2,00
(vi) clause 10 (1) (f)	2,31	2,31	1,76	2,20
(vii) clause 10 (1) (g)	2,54	2,54	1,97	2,42
(viii) clause 10 (1) (h)	2,80	2,80	2,19	2,66
(ix) clause 10 (1) (i)	3,08	3,08	2,33	2,93

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

- (b) Every employer shall pay the specified amounts to the Council as prescribed in subclause (1) hereof.”

#### 11. CLAUSE 20: TRADE UNION DEDUCTIONS

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

“(1) *Trade Union member subscriptions:*

- (a) Each employer shall on each pay day deduct from the wages due every day to each eligible employee who is a member of the trade union which is party to this Agreement, the amount specified below:

Category of employee	From the date of commencement of this Agreement.			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a)	2,00	2,00	2,00	2,00
(ii) clause 10 (1) (b)	2,00	2,00	2,00	2,00
(iii) clause 10 (1) (c)	2,00	2,00	2,00	2,00
(iv) clause 10 (1) (d)	2,00	2,00	2,00	2,00
(v) clause 10 (1) (e)	2,00	2,00	2,00	2,00
(vi) clause 10 (1) (f)	2,00	2,00	2,00	2,00
(vii) clause 10 (1) (g)	2,00	2,00	2,00	2,00
(viii) clause 10 (1) (h)	2,00	2,00	2,00	2,00
(ix) clause 10 (1) (i)	2,00	2,00	2,00	2,00
(x) clause 10 (1) (j) (1)	2,00	2,00	2,00	2,00
(xi) clause 10 (1) (j) (2)	2,00	2,00	2,00	2,00
(xii) clause 10 (1) (j) (3)	2,00	2,00	2,00	2,00
(xiii) clause 10 (1) (j) (4)	2,00	2,00	2,00	2,00
(xiv) clause 10 (1) (j) (5)	2,00	2,00	2,00	2,00
(xv) clause 10 (1) (j) (6)	2,00	2,00	2,00	2,00
(xvi) clause 10 (1) (j) (7)	2,00	2,00	2,00	2,00

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

## 12. CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

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

“(1) Every employer that is a party to this Agreement shall, on each pay day, in respect of each eligible employee in his/her employ during that contribution day, pay the Council an amount of R1,30 per day.”

## 13. CLAUSE 29: TRAINING FUND

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

“(1) Every employer who is a party to this Agreement shall, on each pay day, pay to the Council an amount of R0,70 per day in respect of each eligible employee in his/her employ during that contribution day.”

SIGNED ON BEHALF OF THE PARTIES ON THIS 19th DAY OF SEPTEMBER  
2012.

TOTAL WORD COUNT – 4 772

  
D.J. PHILLIPS  
CHAIRMAN

  
P.A. BOTHA  
MBA WEST BOLAND

  
P. VAN RENSBURG  
MBA GREATER BOLAND

  
R.C. DAMON  
BUILDING WORKERS UNION

  
L. ONTONG  
SECRETARY

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

**BYLAE****BOUBEDINGINGSRAAD NOORD EN WES BOLAND****KOLLEKTIEWE OOREENKOMS**

Ooreenkomstig die Wet op Arbeidsverhoudinge, Wet No. 66 van 1995, gesluit deur en aangegaan tussen die

**Meesterbouers-Assosiasie, Groter Boland****Meesterbouers-Assosiasie Wes Boland**

(hierna die “werkgewers” of die “werkgewersorganisasies” genoem), aan die een kant en die

**Bouwerkers Unie**

(hierna die “werknemers” of die “vakbond” genoem), aan die ander kant, wat die partye is by die Boubedingingsraad Noord- en Wes-Boland, tot die wysiging van die Kollektiewe Ooreenkoms, uitgebrei na nie-partye, gepubliseer by Goewermentskennisgewing No. R. 1011 van 26 Oktober 2007, soos verder gewysig, herbekragtig, verleng en hernieu deur Goewermentskennisgewings Nos. R 1012 van 26 Oktober 2007, R. 1174 van 7 November 2008, R. 1083 van 13 November 2009, R. 844 en R. 845 van 1 Oktober 2010, R. 624 van 5 Augustus 2011 en R. 133 van 24 Februarie 2012.

**1. TOEPASSINGSBESTEK**

- (1) Hierdie Ooreenkoms moet nagekom word-
  - (a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakbond;
  - (b) in die landdrostdistrikte Ceres, Montagu, Robertson, Tulbagh en Worcester;

- (c) Overberg Distriksmunisipaliteit uitgesluit Overstrand Plaaslike Munisipaliteit (wat Gansbaai, Hangklip, Kleinmond, Hermanus en Stanford insluit);
  - (d) Sentraal Karoo Distriksmunisipaliteit (uitgesluit die landdrostdistrik van Beaufort-wes); en
  - (e) Weskus Distriksmunisipaliteit (uitgesluit die landdrostdistrik van Malmesbury).
- (2) Ondanks die bepalings van subklousule (1), is hierdie Ooreenkoms van toepassing op-
- (a) slegs die klasse werknemers vir wie lone in die Ooreenkoms voorgeskryf word;
  - (b) vakleerlinge en leerlinge slegs vir sover die bepalings nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, en die Wet op Vaardigheidsontwikkeling, 1998, of met enige voorwaardes wat daarkragtens gestel is;
  - (c) slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.
- (3) Ondanks die bepalings van subklousule (1)(a), is hierdie Ooreenkoms nie van toepassing nie op-
- (a) klerke en administratiewe personeel;
  - (b) universiteitstudente en gegradueerdes in die bouwetenskap en konstruksie-opmeters en sodanige ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
  - (c) voormanne of algemene voormanne;
  - (d) nie-partye ten opsigte van klousule 1(1) (a) en 1(A) van hierdie Ooreenkoms.

### 1A. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel as die effektiewe datum waarop die Ooreenkoms vir nie-partye bindend word, of op die datum waarop die Minister weier om die Ooreenkoms tot nie-partye uit te brei, en bly van krag tot 31 Desember 2015.

### 2. KLOUSULE 4: WOORDOMSKRYWING

**Voeg die volgende woordoms krywing by voor die woordoms krywing van die “algemene werker (beginner):”**

**“Arbeider (Beginner)”** is `n werknemer wat vir die eerste keer geregistreer is en wat na een jaar van aanstelling bevorder word na `n **Algemene werker (Kategorie 2)**, wat dieselfde werksaamhede as die van `n **Algemene werker (Kategorie 1)** verrig.”

**Vervang die “algemene werker (beginner)” en sy woordoms krywing met die volgende:**

**“Algemene werker (kategorie 2)”**, is `n werknemer wat al vir `n jaar geregistreer is, sal na een jaar bevorder word na `n **Algemene werker (Kategorie 1)** wat dieselfde werksaamhede as die van `n **Algemene werker (Kategorie 1)** verrig.”

**Vervang die woord “Algemene Werker” met “Algemene Werker (Kategorie 1)” en behou die woordoms krywing van (a) tot (o).**

**Vervang die woordoms krywings “voorman” en “algemene voorman” met die volgende:**

“n Voorman word as `n geskikte werknemer beskou indien die Voorman `n werknemer is wat ambagsman werk verrig, **deels** toesig hou oor sy medewerkers, dissipline



handhaaf en verantwoordelik gehou word vir die doeltreffendheid van werk en produksie.

'n Voorman sal egter nie as 'n geskikte werknemer beskou word nie, indien die Voorman **heeltemal** toesig hou oor sy medewerkers op veelvoudige boupersele, dissipline handhaaf, verantwoordelik gehou word vir die doeltreffendheid van werk en produksie.

Indien 'n werkgewer 'n gelykstaande of beter voordeel t.o.v. pensioen-, siekte- en vakansiefonds aan 'n voorman verskaf, sal dit nie nodig wees dat die werkgewer die Raad se byvoordele aan so 'n werknemer hoef te verskaf nie.

Slegs een voorman per bouperseel sal toegelaat word en 'n subkontraakteur kan een voorman aanstel wanneer hy meer as tien werknemers in diens het.”

### **3. KLOUSULE 8: INDIENSNEMINGSSTANDAARDE**

**Voeg die volgende nuwe subklousule (6) by:**

#### **“(6) Individue of Instansies**

Geen individue of instansie mag 'n ooreenkoms, gemik op die kontraktering van Bounywerheidswerk, met 'n hoofkontraakteur, ontwikkelaar, arbeids kontraakteur, arbeidsmakelaar, projekbestuurder en spesialis kontraakteurs aangaan nie, tensy sulke persone nie goeie aansien by die Raad het nie.

Elke kontraakteur of werkgewer moet in besit wees van 'n voldoening- en registrasie sertifikaat van die Boubedingingsraad. 'n Individue of Instansie wat, ten spyte van die voorafgaande, Bounywerheidswerk aan 'n hoofkontraakteur, ontwikkelaar, arbeids kontraakteur, arbeidsmakelaar, projekbestuurder en spesialis kontraakteurs, subkontraakteur, wat op die bepaalde tydstip nie goeie aansien by die Raad het nie, word aanspreeklik gehou, indien hulle, ten opsigte

van enige van hul werknemers in hul diens versuim het, om enige van die bepalings ingevolge hierdie Kollektiewe Ooreenkoms na te kom.”

#### 4. KLOUSULE 9: DIENSVORWAARDES

**Vervang subklousule (6)(a)(i) met die volgende:**

“(i) Die 2012/2013 jaarlikse sluitingstydperk van die bounywerheid begin om 17:00 op 14 Desember 2012 en eindig om 08:00 op 7 Januarie 2013. Geen bouwerk sal toegelaat word tussen die 22ste Desember 2012 en die 30ste Desember 2012 sonder vooraf reëling met die Raad nie.”

#### 5. KLOUSULE 10: BESOLDIGING

**Vervang subklousule (1) met die volgende:**

“(1) **Basiese loon:** Die basiese loon in die Nywerheid is soos volg:

Kategorie van werknemer	Vanaf die datum van inwerkingtreëding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R	R	R	R
	per	per	per	per
	uur	uur	uur	uur
(a) Skoonmaker	12,68	12,68	9,05	12,08
(b) Arbeider (Beginner)	12,68	12,68	9,05	12,08
(c) Algemene werker (Kategorie 2)	13,94	13,94	10,19	13,28
(d) Algemene werker (Kategorie 1)	15,34	15,34	11,32	14,61

(e) Bouwerker & Leerling Kategorie 4	16,88	16,88	12,67	16,08
(f) Bouwerker & Leerling Kategorie 3	18,56	18,56	14,12	17,68
(g) Bouwerker & Leerling Kategorie 2	20,42	20,42	15,81	19,45
(h) Bouwerker & Leerling Kategorie 1	22,46	22,46	17,63	21,39
(i) Ambagsman: Verwer, Mat en Vloerlêers, Waterdigter en Hyskraanoperateurs	24,71	24,71	18,74	23,53
(j) (a) Ambagsman in alle ander ambagte	27,17	27,17	24,47	25,88
(b) Ambagsman in alle ander ambagte	29,90	29,90	26,91	28,48
(c) Ambagsman in alle ander ambagte	32,89	32,89	29,60	31,32
(d) Ambagsman in alle ander ambagte	36,17	36,17	32,56	34,45
(e) Ambagsman in alle ander ambagte	39,78	39,78	35,82	37,89
(f) Ambagsman in alle ander ambagte	43,77	43,77	39,40	41,69
(g) Ambagsman in alle ander ambagte	48,14	48,14	43,34	45,85
(h) Ambagsman in alle ander ambagte	52,96	52,96	47,68	50,44
	per dag	per dag	per dag	per dag
(k) Wagte (voltyds): Per dag 9 ure	131,78	131,78	101,87	125,50
	per dag	per dag	per dag	per dag
(l) Voertuigbestuurders en operateurs van kragaangedrewe masjinerie wat in besit moet wees van 'n kode: Per dag 9 ure				
(1) B lisensie	151,91	151,91	114,06	144,68

(2) C1 lisensie	167,04	167,04	127,10	159,14
(3) C of EB of EC1 lisensie	183,76	183,76	142,32	175,01
(4) EC lisensie	222,36	222,36	168,68	211,77

Met dien verstande dat voormelde lone nie minder mag wees nie as die voorgeskrewe lone ingevolge die Wet op Mannekrasopleiding, 1981 of die Wet op Vaardigheidsontwikkeling, 1998.: Met dien verstande voorts dat die lone hierbo gespesifiseer vir drywer/masjienoperateurs betaalbaar is indien sodanige werknemers 42 gewone werkure, in enige week gewerk het. Indien sodanige werknemers egter minder as 42 gewone werkure in enige week gewerk het, moet hul loon vir die spesifieke week soos volg bereken word: Bogenoemde gespesifiseerde lone gedeel deur 42 uur, vermenigvuldig met die werklike getal gewone werkure gewerk."

#### 6. KLOUSULE 14: VAKANSIEFONDS

##### Vervang klousule (14) deur die volgende:

- "(1) Die Vakansiefonds word hierby voortgesit en gaan voort om deur die Raad geadministreer te word met die doel om geskikte werknemers te voorsien van verlofbetaling vir die tydperk van die jaarlikse verloftydperk ingevolge klousule 9(6) van die Ooreenkoms. Die vakansiefonds uitbetaling aan die einde van die jaar, sal vir vyftien (15) werksdae wees. Gelde deur die werkgewers bygedra tot die Fonds, moet belê word soos bepaal ingevolge artikel 53 (5) van die Wet.
- (2) **Bydraes deur die werkgewer:** (a) 'n Werkgewer moet namens 'n geskikte werknemer 'n bedrag tot die vakansiefonds bydra ten opsigte van elke normale

werkdag wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken moet word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreeding van hierdie Ooreenkoms.			
	Gebied	Gebied	Gebied	Gebied
	'A'	'B'	'C'	'D'
	R	R	R	R
	per dag	per dag	per dag	per dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	6,52	6,52	4,65	6,21
(ii) klousule 10 (1) (b)	6,52	6,52	4,65	6,21
(iii) klousule 10 (1) (c)	7,17	7,17	5,24	6,83
(iv) klousule 10 (1) (d)	7,89	7,89	5,82	7,51
(v) klousule 10 (1) (e)	8,68	8,68	6,52	8,27
(vi) klousule 10 (1) (f)	9,55	9,55	7,26	9,09
(vii) klousule 10 (1) (g)	10,50	10,50	8,13	10,00
(viii) klousule 10 (1) (h)	11,55	11,55	9,07	11,00
(ix) klousule 10 (1) (i)	12,71	12,71	9,64	12,10
(x) klousule 10 (1) (j) (1)	13,98	13,98	12,58	13,31
(xi) klousule 10 (1) (j) (2)	15,38	15,38	13,84	14,64
(xii) klousule 10 (1) (j) (3)	16,91	16,91	15,22	16,11
(xiii) klousule 10 (1) (j) (4)	18,60	18,60	16,75	17,72

(xiv) klousule 10 (1) (j) (5)	20,46	20,46	18,42	19,49
(xv) klousule 10 (1) (j) (6)	22,51	22,51	20,26	21,44
(xvi) klousule 10 (1) (j) (7)	24,76	24,76	22,29	23,58
(xvii) klousule 10 (1) (j) (8)	27,24	27,24	24,52	25,94
(xviii) klousule 10 (1) (k)	7,53	7,53	5,82	7,17
(xix) klousule 10 (1) (l) (1)	8,68	8,68	6,52	8,27
(xx) klousule 10 (1) (l) (2)	9,55	9,55	7,26	9,09
(xxi) klousule 10 (1) (l) (3)	10,50	10,50	8,13	10,00
(xxii) klousule 10 (1) (l) (4)	12,71	12,71	9,64	12,10

- (b) Elke werkgewer moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die gespesifiseerde byvoordele, ter waarde van die bydrae gemaak, aan die werknemer uitreik.
- (3) Openbare vakansiedae soos geproklameer ingevolge die Wet op Openbare Vakansiedae, 1994, word pro-rata by die vakansiefonds ingesluit. Gelde deur die werkgewers bygedra tot die Fonds, moet belê word soos bepaal ingevolge artikel 53 (5) van die Wet.

Die volgende betaalde openbare vakansiedae sal pro-rata by voordele stelsel ingesluit word:

1. 17 Desember 2012 - Versoeningsdag
2. 25 Desember 2012 - Kersdag
3. 26 Desember 2012 - Welwillendheidsdag

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4.	1 Januarie 2013	-	Nuwejaarsdag
5.	21 Maart 2013	-	Menseregtedag
6.	29 Maart 2013	-	Goeie Vrydag
7.	1 April 2013	-	Gesinsdag
8.	1 Mei 2013	-	Werkersdag
9.	17 Junie 2013	-	Jeugdag
10.	9 Augustus 2013	-	Nasionale Vrouedag
11.	24 September 2013	-	Erfenisdag

- (a) Werknemers het die keuse om uitbetaal te word, deur hul werkgewers, soos omskryf word deur die Wet op Basiese Diensvoorwaardes no.75 van 1997, ten opsigte van elke publieke vakansiedag wat in die werkperiodes val **OF** werknemers kan voortgaan om uitbetaal te word ten opsigte van die publieke vakansiedae saam met hul vakansiefonds uitbetaling aan die einde van die jaar. Werkgewers en werknemers moet die Raad skriftelik verwittig van die keuse wat hulle uitoefen.
- (b) Werkgewers kan slegs van die fonds terug eis, indien hul werknemers se byvoordele op datum en voldoende is. Indien 'n werkgever se byvoordele nie op datum en voldoende is nie, sal so 'n werkgever verantwoordelik gehou word om hul werknemers uit te betaal vir elke publieke vakansiedag. Eise sal slegs hanteer word wat deur werkgewers ingestuur word.
- (c) Daar moet 'n byvoordeel aangekoop word vir elke werknemer op elke Openbare Vakansiedag behalwe die volgende openbare vakansiedae (17 Desember 2012, 25 Desember 2012, 26 Desember 2012 en 1 Januarie 2013). Die publieke vakansiedae val reeds in die jaarlikse verlofdae.

- (4) **Bydraes deur die werkgewer:** (a) 'n Werkgewer moet namens 'n geskikte werknemer 'n bedrag tot die vakansiefonds vir die openbare vakansiedae bydra ten opsigte van bogenoemde vakansiedae wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken moet word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied	Gebied	Gebied	Gebied
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	dag	dag	dag	dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	4,78	4,78	3,41	4,55
(ii) klousule 10 (1) (b)	4,78	4,78	3,41	4,55
(iii) klousule 10 (1) (c)	5,26	5,26	3,84	5,01
(iv) klousule 10 (1) (d)	5,79	5,79	4,27	5,51
(v) klousule 10 (1) (e)	6,37	6,37	4,78	6,06
(vi) klousule 10 (1) (f)	7,00	7,00	5,33	6,67
(vii) klousule 10 (1) (g)	7,70	7,70	5,96	7,33
(viii) klousule 10 (1) (h)	8,47	8,47	6,65	8,07
(ix) klousule 10 (1) (i)	9,32	9,32	7,07	8,87
(x) klousule 10 (1) (j) (1)	10,25	10,25	9,23	9,76
(xi) klousule 10 (1) (j) (2)	11,28	11,28	10,15	10,74



(xii) klousule 10 (1) (j) (3)	12,40	12,40	11,16	11,81
(xiii) klousule 10 (1) (j) (4)	13,64	13,64	12,28	12,99
(xiv) klousule 10 (1) (j) (5)	15,00	15,00	13,51	14,29
(xv) klousule 10 (1) (j) (6)	16,51	16,51	14,86	15,72
(xvi) klousule 10 (1) (j) (7)	18,16	18,16	16,35	17,29
(xvii) klousule 10 (1) (j) (8)	19,97	19,97	17,98	19,02
(xviii) klousule 10 (1) (k)	5,52	5,52	4,27	5,26
(xix) klousule 10 (1) (l) (1)	6,37	6,37	4,78	6,06
(xx) klousule 10 (1) (l) (2)	7,00	7,00	5,33	6,67
(xxi) klousule 10 (1) (l) (3)	7,70	7,70	5,96	7,33
(xxii) klousule 10 (1) (l) (4)	9,32	9,32	7,07	8,87

- (b) Elke werkgewer moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die gespesifiseerde byvoordele, ter waarde van die bydrae gemaak, aan die werknemer uitreik.
- (5) Die Raad moet 'n datum bepaal voor die aanvang van die jaarlikse verloftydperk ingevolge klousule 9(6) waarop geskikte werknemers betaling moet ontvang vir die bedrag wat tot hulle krediet in die Vakansiefonds staan: Met dien verstande dat geen betaling uit die Vakansiefonds gemaak mag word nie.
- (a) ten opsigte van byvoordele deur die werkgewer uitgereik na 31 Oktober elke jaar, welke byvoordele geag word ten opsigte van die volgende jar uitgereik te wees;

- (b) behoudens subklousule 9, voor die datum soos bepaal deur die Raad ingevolge hierdie klousule.
- (6) In die geval van 'n geskikte werknemer se dood, moet alle gelde tot sy krediet in die Vakansiefonds aan sy behoorlik benoemde bevoordeelde betaal word, as daar is. Indien geen benoemde bevoordeelde die werknemer oorleef nie, of indien die oorlewende bevoordeelde in gebreke bly om die betaling binne twaalf (12) maande vanaf die datum van die werknemer se dood te eis, word die bedrag tot sy krediet aan sy boedel betaal.
- (7) Behoudens subklousule (6) hierbo, is die bedrag tot die werknemer se krediet in die Vakansiefonds nie oordraagbaar nie.
- (8) Ondanks die verstryking of kansellasië van hierdie Ooreenkoms gaan die Raad voort om die Vakansiefonds te bestuur totdat dit gelikwideer of oorgeplaas is na enige ander fonds wat vir die doel van die voorsiening vir jaarlikse verlofbetaling aan werknemers geskep is.
- (9) In die geval waar die Raad ontbind of ophou om te funksioneer, moet die Vakansiefonds voortgaan om bestuur te word deur die MBA Groter-Boland, MBA Wes-Boland en Bouwerkers Unie, voor die ontbinding of sluiting van die Raad. In die geval waar die MBA Groter-Boland, MBA Wes-Boland en die Bouwerkers Unie nie in staat is om sy pligte om enige rede na te kom nie, moet die partye 'n trustee of trustees aanstel om die pligte van die MBA Groter-Boland, MBA Wes-Boland en Bouwerkers Unie te vervul, en vir hierdie doel het sodanige trustees dieselfde bevoegdhede as die komitee.
- (10) In die geval waar daar geen Raad bestaan ten tyde van die verstryking van hierdie ooreenkoms nie, moet die Vakansiefonds gelikwideer word deur die MBA Groter-

Boland, MBA Wes-Boland en die Bouwerkers Unie of trustee soos aangestel ingevolge subklousule (9).

- (11) In die geval van die likwidasi  van die Vakansiefonds ingevolge subklousule (9) of subklousule (10) hierbo moet die oorblywende gedeelte van die gelde, na die betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en die likwidasi -uitgawes, oorbetaal word in die MBA Groter-Boland, MBA Wes-Boland en die Bouwerkers Unie se rekening. In die geval waar die Raad gelikwedeer is voor die likwidasi  van die Vakansiefonds, moet die oorblywende gelde aand die MBA Groter-Boland, MBA Wes-Boland en die Bouwerkers Unie betaal word, soos hulle bestaan het onmiddellik voor die ontbinding.”

#### 7. KLOUSULE 15: AFTREEFONDSE

Vervang subklousule (4)(a)(b) deur die volgende:

“(4) **Bydraes deur die werkgewer:**

- (a) Elke werkgewer moet `n bedrag tot die Aftreefonds bydra namens elke geskikte werknemer ten opsigte van elke normale werkdag wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken moet word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
Werknemers vir wie lone voorgeskryf word in-	R per dag	R per dag	R per dag	R per dag

(i) klousule 10 (1) (a)	15,98	15,98	11,40	15,21
(ii) klousule 10 (1) (b)	15,98	15,98	11,40	15,21
(iii) klousule 10 (1) (c)	17,57	17,57	12,83	16,74
(iv) klousule 10 (1) (d)	19,33	19,33	14,26	18,40
(v) klousule 10 (1) (e)	21,27	21,27	15,97	20,26
(vi) klousule 10 (1) (f)	23,39	23,39	17,79	22,28
(vii) klousule 10 (1) (g)	25,73	25,73	19,92	24,50
(viii) klousule 10 (1) (h)	28,30	28,30	22,21	26,95
(ix) klousule 10 (1) (i)	31,13	31,13	23,62	29,65
(x) klousule 10 (1) (j) (1)	34,24	34,24	30,83	32,61
(xi) klousule 10 (1) (j) (2)	37,68	37,68	33,91	35,88
(xii) klousule 10 (1) (j) (3)	41,44	41,44	37,30	39,47
(xiii) klousule 10 (1) (j) (4)	45,58	45,58	41,03	43,41
(xiv) klousule 10 (1) (j) (5)	50,13	50,13	45,13	47,75
(xv) klousule 10 (1) (j) (6)	55,16	55,16	49,64	52,52
(xvi) klousule 10 (1) (j) (7)	60,66	60,66	54,61	57,78
(xvii) klousule 10 (1) (j) (8)	66,73	66,73	60,08	63,56
(xviii) klousule 10 (1) (k)	18,45	18,45	14,26	17,57
(xix) klousule 10 (1) (l) (1)	21,27	21,27	15,97	20,26
(xx) klousule 10 (1) (l) (2)	23,39	23,39	17,79	22,28
(xxi) klousule 10 (1) (l) (3)	25,73	25,73	19,92	24,50
(xxii) klousule 10 (1) (l) (4)	31,13	31,13	23,62	29,65

- (b) Elke werkgewer moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die byvoordele ter waarde van die bydrae gemaak, uitreik.”

### 8. KLOUSULE 16: BYSTANDSFONDS VIR SIEKTE EN

#### GESINSVERANTWOORDELIKHEIDSVERLOF VIR DIE BOUNYWERHEID

Vervang subklousule (3)(a)(b) deur die volgende:

“(3) **Bydraes deur die werkgewer:**

- (a) Elke werkgewer moet namens elke geskikte werknemer 'n bedrag tot die Fonds bydrae ten opsigte van elke normale werkdag wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreeding van hierdie Ooreenkoms.			
	Gebied	Gebied	Gebied	Gebied
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	dag	dag	dag	dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	1,60	1,60	1,14	1,52
(ii) klousule 10 (1) (b)	1,60	1,60	1,14	1,52
(iii) klousule 10 (1) (c)	1,76	1,76	1,28	1,67
(iv) klousule 10 (1) (d)	1,93	1,93	1,43	1,84
(v) klousule 10 (1) (e)	2,13	2,13	1,60	2,03

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

- (b) Elke werkgever moet die gespesifiseerde bydrae op die werknemer se gewone betaaldag aan die Raad betaal.”

**9. KLOUSULE 17: SPAARFONDS**

**Vervang subklousule (2) deur die volgende:**

“(2) **Bydraes:** Elke werkgewer moet op elke betaaldag van die loon elke dag aan elke geskikte werknemer verskuldig, `n bydrae aftrek wat as volg bereken word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreeding van hierdie Ooreenkoms.			
	Gebied	Gebied	Gebied	Gebied
	‘A’	‘B’	‘C’	‘D’
	R	R	R	R
	per	per	per	per
	dag	dag	dag	dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	1,00	1,00	1,00	1,00
(ii) klousule 10 (1) (b)	1,00	1,00	1,00	1,00
(iii) klousule 10 (1) (c)	1,00	1,00	1,00	1,00
(iv) klousule 10 (1) (d)	1,00	1,00	1,00	1,00
(v) klousule 10 (1) (e)	1,00	1,00	1,00	1,00
(vi) klousule 10 (1) (f)	1,00	1,00	1,00	1,00
(vii) klousule 10 (1) (g)	1,00	1,00	1,00	1,00
(viii) klousule 10 (1) (h)	1,00	1,00	1,00	1,00
(ix) klousule 10 (1) (i)	1,00	1,00	1,00	1,00
(x) klousule 10 (1) (j) (1)	1,00	1,00	1,00	1,00
(xi) klousule 10 (1) (j) (2)	1,00	1,00	1,00	1,00

(xii) klousule 10 (1) (j) (3)	1,00	1,00	1,00	1,00
(xiii) klousule 10 (1) (j) (4)	1,00	1,00	1,00	1,00
(xiv) klousule 10 (1) (j) (5)	1,00	1,00	1,00	1,00
(xv) klousule 10 (1) (j) (6)	1,00	1,00	1,00	1,00
(xvi) klousule 10 (1) (j) (7)	1,00	1,00	1,00	1,00
(xvii) klousule 10 (1) (j) (8)	1,00	1,00	1,00	1,00
(xviii) klousule 10 (1) (k)	1,00	1,00	1,00	1,00
(xix) klousule 10 (1) (l) (1)	1,00	1,00	1,00	1,00
(xx) klousule 10 (1) (l) (2)	1,00	1,00	1,00	1,00
(xxi) klousule 10 (1) (l) (3)	1,00	1,00	1,00	1,00
(xxii) klousule 10 (1) (l) (4)	1,00	1,00	1,00	1,00"

### 10. KLOUSULE 19: UITGAWES VAN DIE RAAD

Vervang subklousule (1)(a)(b) deur die volgende:

“(1) **Bydraes deur die werkgewer:**

- (a) Elke werkgewer moet 'n geldelike bydrae tot die Raad maak ten opsigte van elke geskikte werknemer vir elke normale werkdag wat daardie werknemer in sy/haar diens is, welke bedrag soos volg bereken word:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied	Gebied	Gebied	Gebied
	'A'	'B'	'C'	'D'
	R	R	R	R



	per dag	per dag	per dag	per dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	1,58	1,58	1,13	1,50
(ii) klousule 10 (1) (b)	1,58	1,58	1,13	1,50
(iii) klousule 10 (1) (c)	1,74	1,74	1,27	1,65
(iv) klousule 10 (1) (d)	1,91	1,91	1,41	1,82
(v) klousule 10 (1) (e)	2,10	2,10	1,58	2,00
(vi) klousule 10 (1) (f)	2,31	2,31	1,76	2,20
(vii) klousule 10 (1) (g)	2,54	2,54	1,97	2,42
(viii) klousule 10 (1) (h)	2,80	2,80	2,19	2,66
(ix) klousule 10 (1) (i)	3,08	3,08	2,33	2,93
(x) klousule 10 (1) (j) (1)	3,38	3,38	3,05	3,22
(xi) klousule 10 (1) (j) (2)	3,72	3,72	3,35	3,54
(xii) klousule 10 (1) (j) (3)	4,09	4,09	3,68	3,90
(xiii) klousule 10 (1) (j) (4)	4,50	4,50	4,05	4,29
(xiv) klousule 10 (1) (j) (5)	4,95	4,95	4,46	4,72
(xv) klousule 10 (1) (j) (6)	5,45	5,45	4,90	5,19
(xvi) klousule 10 (1) (j) (7)	5,99	5,99	5,40	5,71
(xvii) klousule 10 (1) (j) (8)	6,59	6,59	5,94	6,28
(xviii) klousule 10 (1) (k)	1,82	1,82	1,41	1,74
(xix) klousule 10 (1) (l) (1)	2,10	2,10	1,58	2,00
(xx) klousule 10 (1) (l) (2)	2,31	2,31	1,76	2,20
(xxi) klousule 10 (1) (l) (3)	2,54	2,54	1,97	2,42

(xxii) klousule 10 (1) (l) (4)	3,08	3,08	2,33	2,93
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- (b) Elke werkgever moet die gespesifiseerde bydrae op die werknemer se gewone betaaldag aan die Raad betaal.”

**Vervang subklousule (2)(a)(b) deur die volgende:**

**“(2) Spesiale heffing deur die werknemer:**

- (a) Elke werkgever kan op elke betaaldag van die loon elke dag aan elke geskikte werknemer verskuldig, die bedrae hieronder gespesifiseer aftrek:

Kategorie van werknemer	Vanaf die datum van inwerkingtreeding van hierdie Ooreenkoms.			
	Gebied	Gebied	Gebied	Gebied
	‘A’	‘B’	‘C’	‘D’
	R	R	R	R
	per dag	per dag	per dag	per dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	1,58	1,58	1,13	1,50
(ii) klousule 10 (1) (b)	1,58	1,58	1,13	1,50
(iii) klousule 10 (1) (c)	1,74	1,74	1,27	1,65
(iv) klousule 10 (1) (d)	1,91	1,91	1,41	1,82
(v) klousule 10 (1) (e)	2,10	2,10	1,58	2,00
(vi) klousule 10 (1) (f)	2,31	2,31	1,76	2,20
(vii) klousule 10 (1) (g)	2,54	2,54	1,97	2,42

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

- (b) Elke werkgewer moet die gespesifiseerde bydraes aan die Raad oorbetaal soos voorgeskryf in subklousule (1) hierbo.”

**11. KLOUSULE 20: VAKBONDAFTREKKINGS**

**Vervang subklousule (1)(a) deur die volgende:**

**“(1) Vakbondledegeld:**

- (a) Elke werkgewer moet op elke betaaldag van die loon elke dag verskuldig aan elke geskikte werknemer wat lid is van die vakbond wat ‘n party by hierdie Ooreenkoms is, die bedrag hieronder gespesifiseer, aftrek:

Kategorie van werknemer	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.			
	Gebied	Gebied	Gebied	Gebied
	‘A’	‘B’	‘C’	‘D’
	R	R	R	R
	per	per	per	per
	dag	dag	dag	dag
Werknemers vir wie lone voorgeskryf word in-				
(i) klousule 10 (1) (a)	2,00	2,00	2,00	2,00
(ii) klousule 10 (1) (b)	2,00	2,00	2,00	2,00
(iii) klousule 10 (1) (c)	2,00	2,00	2,00	2,00
(iv) klousule 10 (1) (d)	2,00	2,00	2,00	2,00
(v) klousule 10 (1) (e)	2,00	2,00	2,00	2,00
(vi) klousule 10 (1) (f)	2,00	2,00	2,00	2,00
(vii) klousule 10 (1) (g)	2,00	2,00	2,00	2,00
(viii) klousule 10 (1) (h)	2,00	2,00	2,00	2,00

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

## 12. KLOUSULE 21: SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

### Vervang subklousule (21)(1) deur die volgende:

- "(1) Elke werkgewer wat 'n party by hierdie Ooreenkoms is, moet op elke betaaldag ten opsigte van elke geskikte werknemer tydens daardie normale werksdag in sy/haar diens, die bedrag van R1,30 per dag aan die Raad betaal."

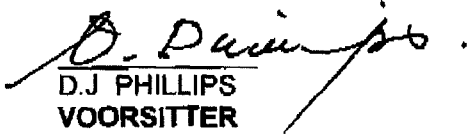
**13. KLOUSULE 29: OPLEIDINGSFONDS VAN DIE WERKGEWERSORGANISASIES**

**Vervang subklousule (1) met die volgende:**

- “(1) Elke werkgewer wat `n party by hierdie Ooreenkoms is, moet op elke betaaldag ten opsigte van elke geskikte werknemer tydens daardie normale werkdag in sy diens, die bedrag van R0,70 per dag aan die Raad betaal.”

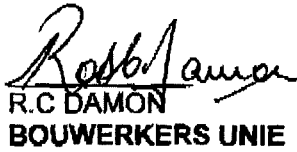
GETEKEN NAMENS DIE PARTYE OP HIERDIE 19 de DAG VAN SEPTEMBER 2012.

TOTALE WOORDE 4 646

  
D.J. PHILLIPS  
VOORSITTER

  
P. VAN RENSBURG  
MBA GROTER BOLAND

  
P.A. BOTHA  
MBA WEST BOLAND

  
R.C. DAMON  
BOUWERKERS UNIE

  
L. ONTONG  
SEKRETARIS

BOUBEDINGINGSRAAD NOORD EN WES- BOLAND

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