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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 244

20 February 1998

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES: BUILDING INDUSTRY, EAST CAPE

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 2380 of 27 September 1991, R. 1940 of 10 July 1992, R. 2654 of 18 September 1992, R. 2810 of 5 October 1992, R. 1658 of 2 September 1993, R. 1774 of 24 September 1993, R. 2034 and R. 2035 of 25 November 1994, R. 1549 of 6 October 1995, R. 1800 of 17 November 1995, R. 2049 of 13 December 1996 and R. 1460 and R. 1461 of 7 November 1997, with effect from 1 March 1998.

T. T. MBOWENI

Minister of Labour

No. R. 244

20 Februarie 1998

WET OP ARBEIDSVARHOUDINGE, 1956

INTREKKING VAN GOEWERMENTSKENNISGEWINGS: BOUNYWERHEID, OOS-KAAP

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings Nos. R. 2380 van 27 September 1991, R. 1940 van 10 Julie 1992, R. 2654 van 18 September 1992, R. 2810 van 5 Oktober 1992, R. 1658 van 2 September 1993, R. 1774 van 24 September 1993, R. 2034 en R. 2035 van 25 November 1994, R. 1549 van 6 Oktober 1995, R. 1800 van 17 November 1995, R. 2049 van 13 Desember 1996 en R. 1460 en R. 1461 van 7 November 1997 in met ingang van 1 Maart 1998.

T. T. MBOWENI

Minister van Arbeid

No. R. 245

20 February 1998

LABOUR RELATIONS ACT, 1995

**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE):
EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Tito Titus Mboweni, 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 Industry Bargaining Council, 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 the Building Industry, with effect from 1 March 1998 and for the period ending 28 February 2001.

T. T. MBOWENI**Minister of Labour****SCHEDULE****BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)****COLLECTIVE AGREEMENT**

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

East Cape Master Builders' and Allied Industries Association

Electrical Contracting and Allied Industries' Association (Eastern Cape)

(hereinafter referred to as the "employers" or the "employers' organisations") of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa

and

Construction and Allied Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Building Industry Bargaining Council (Southern and Eastern Cape).

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1. SCOPE AND APPLICATION

- (1) The terms of this Agreement shall be observed in the Building Industry and Timber Trade—
 - (a) by all employers who are members of the employers' organisations and by employees who are members of the trade unions;
 - (b) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown (excluding that portion which, prior to the publication of Government Notice No. 1904 of 30 August 1985, fell within the Magisterial District of Stockenström), Riversdale, Uitenhage, Uniondale, and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth, but excluding that portion of the Magisterial District of Port Elizabeth which, prior to the publication of Government Notice No. 1974 of 26 September 1980, fell within the Magisterial District of Hankey.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
 - (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, as amended, or, any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981, as amended, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder;
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to—
 - (a) clerical employees and administrative staff, but excluding site storemen;
 - (b) university students and graduates in building science, and to construction supervisors, construction surveyors and other persons doing practical work, in the completion of their academic training;
 - (c) casual employees as defined by the Basic Conditions of Employment Act, 1983;
 - (d) non-parties in respect of clauses 1 (1) (a), 2, 26, 33, 35 (10) and 39.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from 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 for three years from such date.

3. INDUSTRIAL ACTION

No person bound by the provisions of this collective Agreement entered into by the parties shall engage in or participate in a strike or lockout or any conduct in furtherance of a strike or lock-out in respect of any matter regulated by this Agreement for its duration.

4. LEVELS OF BARGAINING

The Council shall be the forum for negotiating all matters pertaining to the Agreement.

5. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act, and any reference in the Agreement to an Act shall include any amendment to such Act; further, unless the context otherwise indicates—

"Act" means the Labour Relations Act, 1995;

"ancillary trades" means those portions of designated trades as determined by the Council;

"apprentice" means a person employed under a contract of apprenticeship registered in terms of the provisions of the Manpower Training Act, 1981;

"Area A" means the Magisterial Districts of Port Elizabeth and Uitenhage and that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth;

"Area B" means the Magisterial Districts of Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Riversdale and Uniondale;

"Area C" means the Magisterial Districts of Alexandria and Bathurst;

"Area D" means the Magisterial District of Albany;

"Area E" means the Magisterial District of Queenstown;

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades, activities or subdivisions thereof and all work incidental to the activities of an employer in connection with the erection of a building, including the demolition of buildings:

Asphalting, which includes the fixing of asphalting roofing and flooring materials, sheeting of bitumastic or similar materials and the water-proofing of roof areas, basements or foundations, using asphaltic sheeting, mastic or asphalt, whether the process used is hot or cold;

bricklaying, which includes concreting and the fixing of concrete blocks, fixing of interlocking concrete blocks without mortar, under supervision, tiling of walls and floor, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling;

carpentry—see woodworking;

electrical installation, which includes electrical fitting and wiring and operations incidental thereto;

flooring, which includes laying of floors of wood, composition, rubber or any other material, and sandpapering of same, and the laying of all types of floor covering including linoleum, inlaid lino, malthoid, asphalt tiles or asphalt-based floor coverings, cork, rubber and plastic compositions: Provided, however, that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no part of the direct cost to the customer;

french polishing, which includes polishing with a brush or pad and spraying with any composition;

glazing, which includes cutting, bedding and facing of glass, excluding making of lead lights and stained glass windows;

joinery, which includes machining and fixing of wooden doors and windows, skylights, cupboards or any other wooden fixtures which form a permanent part of a building, and the manufacture of all articles of joinery, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

light making, which includes the manufacture and/or fixing of lights, display signs, and glazing relating thereto;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and the mixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of stone working machinery and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames and metal stairs, and architectural metal work, the preparation and/or fixing of drawn metal work and sheet metal and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper-hanging, distempering, staining, varnishing, graining, marbling, spraying, signwriting, plastic texture relief-work, wall decorating;

plastering, which includes modelling, granolithic and composition flooring, fixing cork, composition wall covering and polishing of precast or artificial stone work, wall and floor tiling, paving and mosaic work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, bitumen jointing, gasfitting, sanitary and domestic engineering, drainlaying, lead caulking, ventilating, heating, hot and cold water fitting, fire installation, fixing asbestos box gutters, valley gutters, eaves, gutters and down pipes, and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;

saw doctoring, which includes sharpening and setting, hammering, tensioning, gulleting and rolling all types of circular saws, bandsaws and other saw blades, including the brazing or welding of band saws;

shop, office and bank fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

steel reinforcing on site, which includes the marking out, bending, placing and fixing of reinforcing on the site;

steel construction, which includes the fixing and priming and painting on the site of all classes of steel or other metal columns, girder, steel joists or metal in any other form which form part of a building or structure;

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood shingles, asbestos sheet, malthoid, thatching, and all types of roof covering, wood lathing, composition ceiling and wall covering, covering of woodwork with metal, rodent-proofing, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

"B.I.T.B." means the Building Industries Training Board;

"cleaner" means an employee engaged in general cleaning activities normally and customarily performed in the building industry;

"construction worker level A" means—

an employee who has passed the proficiency test in 100 per cent of the modules of the task listing laid down in the skills register of the B.I.T.B. in any one of the seven designated trades and who has attained the National Certificate Part II (N2) at a recognised technical college and passed the requisite trade test;

an employee who has passed a qualifying trade test under sections 13 (12), 28 (3) or 30 (b) (c) of the Manpower Training Act, 1981, and who has attained a National Certificate Part II (N2) at a recognised technical college;

"construction work level B" means—

an employee who has passed the proficiency test in 100 per cent of the modules of the task listing laid down in the skills register in the B.I.T.B. in any one of the seven designated trades;

an employee who has passed a qualifying trade test under sections 13 (12), 28 (3) or 30 (b) (c) of the Manpower Training Act, 1981;

an employee who is registered with the Council as a multi-task worker level B and who has passed an average of 100 per cent of the modules of the task listing laid in the skills register of the B.I.T.B. in any two or more of the designated trades;

an employee who has been registered in terms of the provisions of any previous agreement of the Council, published in the terms of section 48 (1) (a) of the Labour Relations Act, 1956, as a—

journeyman, foreman, general foreman, Grade A journeyman or other journeyman, Grade A journeyman or other journeyman in the painting and glazing trades or Grade A glazier or other glazier in a joinery shop;

"construction worker level C" means—

an employee who has passed 50 per cent of the modules of the task listing, agreed upon between himself and his employer, and laid down in the skills register of the B.I.T.B. in any of the seven designated trades;

an employee who has passed 100 per cent of the modules of the task listing i.r.o. ancillary trades, agreed to by the Council;

an employee who is registered with the Council as a multi-task worker level C and who has passed an average of 50 per cent of the modules of the task listing, laid down in the skills register of the B.I.T.B. in any two or more of the designated trades;

an employee who has been registered by the Council as a specified skills worker level C and who has passed 50 per cent of the modules of the task listing laid down in the skills register of the B.I.T.B. in the trade he is working in;

an employee who has been registered by the Council as a crane driver;

an employee who has been registered in terms of the provisions of any previous agreement of the Council, published in terms of section 48 (1) of the Labour Relations Act, 1956, as a—journeyman's assistant, driver of a mechanical vehicle with a pay-load over 4 536 kg. (code 10 licence or above), operator of a crane, machine minder and sawyer or mechanical handling equipment driver;

"construction worker level D" means—

- an employee who has attained the first five basic modules of the task listing laid down in the skills register of the B.I.T.B. in any of the seven designated trades plus one skills module, to be nominated by his employer, of the task listing laid down in the skills register of the B.I.T.B. in any of the seven designated trades;
- an employee who has been registered by the Council as a specified skills worker level D and who has passed the first five basic modules of the task listing laid down in the skills register of the B.I.T.B. plus one skills module of the task listing laid down in the skills register of the B.I.T.B.;
- an employee who has been registered by the Council as a precast concrete wall erector, hoist erector, hoist operator, scaffold erector, steel fixer, paver, plant operator or site storeman;
- an employee who has been registered in terms of the provisions of any previous agreement of the Council, published in terms of section 48 (1) of the Labour Relations Act, 1956 as a—
 - driver of a mechanical vehicle with a pay-load of up to and including 2 722 kg (code 08 licence or below), operator of a hoist or semi-skilled employee;

"construction worker level E" means an employee not registered as an apprentice, cleaner, construction worker level A, B, C or D, special category employee and trainee construction worker B, C or D;

"Council" means the Building Industry Bargaining Council (Southern- and Eastern Cape), registered in terms of section 29 of the Act;

"driver" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain on duty in readiness to drive; further, for the purposes of this Agreement, a driver shall be classified in one of the following categories:

- (a) Drivers of vehicles which require the driver to be in possession of a Code 10 licence or above;
- (b) drivers of vehicles which require the driver to be in possession of a Code 09 licence;
- (c) drivers of vehicles which require the driver to be in possession of a Code 08 licence or below;

"electrical general employee" means an employee engaged at such level and whose formal training shall be provided by the employer and who may use the necessary tools to perform the following tasks:

- (a) Loading or unloading materials and goods;
- (b) digging holes and trenches, planting poles and laying cables in trenches;
- (c) cleaning office and workshop areas and vehicles and equipment;
- (d) preparing refreshments;
- (e) chasing and cutting walls and concrete floors for conduit, including the use of power tools;
- (f) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed;
- (g) ending conduit;
- (h) measuring and cutting conduit, threading, reaming and screwing thereof;
- (i) attachment to conduit of empty conduit accessories and trays;
- (j) installation and fixing of wireways, excluding surface installations;
- (k) installation of armoured and unarmoured surface cable, excluding the connection thereof;
- (l) installation of draw wires into sleeves, wireways, etc.;
- (m) fitting glands to PVC cables, excluding any glands which require epoxy or similar filling;
- (n) operating a trenching machine;
- (o) laying cables in trenches, ducts and racks, including securing such cables;
- (p) assisting any category of workmen of a higher skill including trainees, apprentices and electrical operators, but not performing any work individually, except as set out in (a) to (o) above;

"electrical journeyman (unlicensed)" means an employee engaged in any or all of the following tasks and who may use the tools necessary to perform such tasks: Provided that such tasks are carried out only on new installations and/or renovations of structures or buildings from which the power has been disconnected from the main supply, and are carried out under supervision of a master installation electrician or installation electrician;

- (a) Wiring and assembling of distribution boards;
- (b) installation and connection of distribution boards;
- (c) tensioning cleat wiring;
- (d) complete tubing and wiring of installations excluding connecting up to the supply;
- (e) simple arc and gas welding;
- (f) where necessary, the performance of the work of an electrical operator and/or general employee;
- (g) assisting any category of workmen of a higher skill;

"electrical operator" means an employee engaged in any or all of the following classes of work:

- (a) Installation and fixing of conduits, wireways and accessories;
- (b) installation of armoured and unarmoured cable;
- (c) fitting glands to PVC cables, but excluding any glands which require epoxy or similar filling;
- (d) operating a trenching machine, including the use of power tools;
- (e) laying cables in trenches, ducts and racks, including the securing of such cables;
- (f) cleating, including the placing of wires in cleats, excluding tensioning;
- (g) placing or drawing conductors into conduits and wireways: Provided that the size of each conductor shall not exceed 16 mm²;
- (h) erection and fixing of luminaires, including the connection thereof;
- (i) installation of light switches, socket outlets, isolators and accessories of a similar nature, including the connection thereof;
- (j) performing the work of a general employee or assisting any category of workmen of a higher skill;
- (k) installation of systemised and/or innovative electrical installations such as twin and earth, wiring harness systems, etc., including the connection of accessories thereto: Provided that such employee may not connect the distribution board;
- (l) supervising general employees;

"electrical tester for single phase" means an employee who has been registered as an electrical tester for single phase in terms of regulation 9 of the Electrical Installation Regulations in terms of the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of electrical installations supplied by a single-phase electricity supply;

"foreman" means an employee who is registered with the Council as a construction worker level A or B and who—

- (a) is employed in a supervisory capacity, but who may also be doing the work of a construction worker level A or B;
- (b) gives out work to other employees under his control and supervision;
- (c) maintains discipline;
- (d) being responsible to the employer or employer's authorised representative or general foreman for efficiency and production on site;

"general foreman" means an employee who is registered with the Council as a construction worker level A or B, or who has attained higher qualifications than a construction worker level A or B and which is recognised by the Council, and whose duties *inter alia* may encompass all or any of the following:

- (a) Supervision;
- (b) taking charge of a contract or contracts;
- (c) maintenance of discipline;
- (d) responsibility to the employer for efficiency and production on site(s);
- (e) performing the work of a construction worker level A or B, whether in an instructional capacity or otherwise;

"industrial action" means any action contemplated in terms of the definitions of "strike" and "lock-out" respectively, in the Act;

"installation electrician" means an employee registered as an installation electrician in terms of regulation 9 of the Electrical Installation Regulations in terms of the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of electrical installations, excluding specialised electrical installations: Provided that the exclusion came into effect on 1 July 1994;

"jobbing" means a job of not more than three working days' duration;

"labour-only contractor" means a person, company, partnership or close corporation registered with the Council in accordance within the provisions of clause 9 and who undertakes a labour-only contract; **"labour-only contracts"** means a contract, agreement or arrangement or understanding in terms of which an employer undertakes to do work for which he is to be paid only for the provision of his own labour, including the labour of his employees, and where such employer is not responsible in terms of the contract, agreement, arrangement or understanding for paying any manufacturers or merchants who, in the ordinary course of their business, supply goods or materials to the Building Industry, for any of the material to be used in the execution of such work;

"ordinary hours of work" or **"ordinary working hours"** means the hours of work determined in clause 12;

"overtime" means all time worked outside or in excess of the ordinary hours of work determined in clause 12;

"plant operator" means an employee operating power-driven plant, and for the purpose of this Agreement a plant operator shall be classified in one of the following categories:

- (a) Operators of plant which requires the plant operator to be in possession of a Code 10 licence or above;
- (b) operators of plant which requires the plant operator to be in possession of a Code 09 licence;
- (c) operators of plant which requires the plant operator to be in possession of a Code 08 licence;

"remuneration" means payment in money made or owing to any employee in pursuance of such employee's employment and, without limiting the ordinary meaning thereof, includes all allowances and contributions provided for in this Agreement, and **"remunerate"** has a corresponding meaning;

"Secretary" or **"General Secretary"** means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary;

"site storeman" means an employee who is in charge of the site store and who is engaged in any or all of the following duties:

- Controlling of all stocks;
- counting and checking of incoming goods, materials, tools and plant against requisitions and recording thereof in store register or other records;
- dispatching of goods, materials and equipment to site foremen;
- checking to ensure that material, equipment and site machinery are in good order;
- controlling of all small tools;
- controlling of all scaffolding and plant;
- maintaining store neat and tidy;

"special category employee" means an employee who is registered with the Council as a driver of a vehicle which requires the driver to be in possession of a Code 09 licence or a watchman;

"special savings contribution" means the official contribution referred to in clause 27 (5);

"stamp contribution" means the stamp contribution referred to in clause 18;

"structure" includes walls, brick or concrete boundary walls, retaining walls and monuments other than tombstones and burial monuments;

"Timber Trade" means that portion of the Building Industry in which any of the operations defined in this Agreement are performed in connection with or additional to the joint enterprise of joinery manufacturing, including shop, office and bank fitting, and shall include all work executed or carried out by persons therein who are engaged in the trades, activities or subdivisions thereof referred to in the definition of "Building Industry" in this clause and all work incidental to the activities of an employer in connection therewith;

"tool-box" means a proper container lawfully in the possession of an employee, which is utilised solely for the storage of his tools, which is composed of wood, metal or any combination thereof and/or any other suitable material approved by the Council and, the whole of which is so constructed as to provide a place for the safe-keeping of his tools at any time;

"trainee construction worker level B" means an employee duly approved and registered with the Council in terms of clause 21 and who receives on-site and institutional training in terms of the Council's and B.I.T.B.'s competence-based modular training programme in any one of the seven recognised designated trades;

"trainee construction worker level C" means an employee duly approved and registered with the Council in terms of clause 21 and who receives on-site and institutional training in terms of the Council's and B.I.T.B.'s competence-based modular training programme in specified skills of any one of the seven recognised designated trades or laid down ancillary trades;

"trainee construction worker level D" means an employee duly approved and registered with the Council in terms of clause 21 and who receives on-site and institutional training in at least five basic modules as laid down by the B.I.T.B.'s competence-based modular training programme, plus one skills module (to be nominated by the employer) selected from any one of the seven recognised designated trades or ancillary trades;

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 14 (1) in respect of the ordinary hours laid down in clause 12 of this Agreement: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that determined in clause 14 (1), it means such higher amount;

"watchman" means an employee who is engaged in patrolling premises and guarding property;

"week" means Monday to Friday;

"working day" means any day other than Saturday, Sunday, any public holiday prescribed in the Public Holidays Act, 1994 (Act No. 36 of 1994), or any other day declared to be a paid public holiday under section 2A of the Public Holidays Act, 1994, and any day other than the annual leave period in terms of clause 13 of this Agreement, in respect of the ordinary hours of work laid down in clause 12 of this Agreement.

6. REGISTRATION OF EMPLOYEES

- (1) Every employer shall, within a period of seven days from the date of employment of an employee, register such employee with the Council.
- (2) The Council may issue to each registered employee a Bargaining Council registration card and the employee shall be required to retain such card at all times whilst engaged in work in the Building Industry.
- (3) The Council shall bear the initial cost of the Bargaining Council registration card, but the employee shall be liable for the cost of replacement of any lost registration card.
- (4) Every employee shall produce proof of his qualifications and training, where applicable, before he can be registered in the different construction worker levels A, B, C or D.
- (5) The Secretary of the Council shall maintain a numerical register of the registration numbers allocated to employees.

7. TERMINATION OF CONTRACT OF EMPLOYMENT

- (a) An employer or employee who intends terminating a contract of employment shall give the other party at least two working days' notice during the first six months of employment and thereafter at least five working days' notice.
- (b) Notwithstanding the provisions of paragraph (a), either party shall be entitled to terminate the contract of employment without notice by making payment in lieu of the required notice.
- (c) In the event of an employee absconding, or not making the appropriate payment in lieu of notice, and where the employer has proven such, the employer shall be entitled to request the Council to deduct the appropriate notice pay from the amount standing to the credit of the employee in the Building Industry Holiday Fund, East Cape.
- (d) Nothing in this clause shall affect the right of an employer or employee to terminate a contract of employment without notice for any reason recognised by law as sufficient.
- (e) A contract of employment may be terminated if an employee is absent from work without the employer's consent for a continuous period of five consecutive working days, unless the employee's absence is due to circumstances beyond his control.
- (f) No employer shall unilaterally suspend an employee from work for any period as a disciplinary measure.
- (g) No employee may perform or engage himself to perform remunerative work outside his employment without the written consent of his employer.

Note: Employers must also have regard to the "code of good practice: dismissal" published in Schedule 8 of the Act.

8. RETRENCHMENT

- (1) (a) An employer who proposes retrenchment shall, not later than ten working days before the proposed date of notice of the termination of any employee's services, provide any of the trade unions of which to his knowledge, prospective retrenchees may be members, with the following information in writing:
 - (i) The number of employees who may be retrenched, together with their names, duration of service, Council registration numbers, and job categories;
 - (ii) the proposed date of retrenchment;
 - (iii) the reasons for the proposed retrenchment, including all alternatives which the employer has considered and the reasons for rejecting them;
 - (iv) the proposed selection criteria in respect of retrenchees;
 - (v) the proposed date for consultations with the trade union(s) and/or employee(s) likely to be affected;
 - (vi) the proposed severance pay; and
 - (vii) the employer's proposals for assistance to retrenchees, including the possibility of re-employment.
 - (b) In the event of an employee likely to be affected by the proposed retrenchment not being a trade union member, the information referred to in paragraph (a) shall be forwarded direct to such employee.
 - (c) The trade union(s) and/or employee(s) shall provide the employer with a written response to the employer(s) retrenchment proposals within three working days of receipt of the employer's proposals, which shall include all of its/their proposals in respect of the retrenchment.
 - (d) The employer shall attempt to reach consensus with the trade union(s) and/or employee(s) on retrenchment proposals through consultation: Provided that should consensus not be reached before the expiry of the ten-day period referred to in paragraph (a), the employer shall be entitled to implement the employer's retrenchment proposals.
 - (e) The employer shall be entitled to implement the employer's retrenchment proposals at any stage if the trade union(s) and/or employee(s) do not provide written responses or refuse and/or fail to consult with the employer in accordance with this clause.
 - (f) An employee who is retrenched in terms of this clause shall be entitled to severance pay equal to at least one week's remuneration for every completed year of continuous service with his employer.
- (2) Notwithstanding the provisions of subclause (1) every employer must also have regard to the provisions of section 189 of the Act.

9. REGISTRATION OF EMPLOYERS

- (1) Every employer in the Building Industry to whom this Agreement applies, shall ensure that he is registered with the Council.
- (2) An employer shall register with the Council by furnishing the required particulars to the Council on the official form.
- (3) Every employer shall notify the Council in writing of any change in the particulars furnished on registration or of ceasing operations in the Building Industry within 14 days of such change or of ceasing operations.
- (4) A certificate of registration signed by the Secretary of the Council shall be issued to each employer registered.
- (5) Every employer in the Industry shall lodge with the Council a guarantee acceptable to the Council equal to the aggregate of one week's wages of his employees.
- (6) The guarantee shall be vested in the Council, and upon the insolvency or liquidation of the employer, the liquidator or trustee of the employer, as the case may be, shall have no right of any nature whatsoever thereto.
- (7) The Council shall, without prejudice to any other rights which it may have against the employer, apply the guarantee (at such times, in such amounts and apportioned to such obligation(s) as the Council in its discretion may decide) to the discharge of the employer's obligation(s).
- (8) When the guarantee is insufficient to cover the payment of one week's wages the employer shall upon demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment. The Council shall likewise permit any employer to reduce the amount of such guarantee when a reduction in the number of employees employed warrants such reduction.
- (9) Employers may through their organisations which are parties to the Council take out an insurance policy in order to obtain the cover as envisaged in subclause (5) hereof.
- (10) Where an employer has notified the Council, in writing that he has ceased to operate in the Industry, the Council shall refund to such employer any cash which was deposited with the Council, or shall cancel any other document which was lodged by such employer in compliance with the provisions of this clause, as the case may be.

10. LABOUR-ONLY CONTRACTS

- (1) No person shall operate as a labour-only contractor unless he is registered with the Council as an employer in accordance with the provisions of clause 9.
- (2) No employer shall give out work on a subcontract basis to a labour-only contractor unless such labour-only contractor is registered with the Council as an employer in accordance with the provisions of clause 9, and the onus shall be on the employer giving out such work to satisfy himself that the labour-only contractor concerned is so registered.
- (3) All working employers, directors and/or partners operating as labour-only contractors shall comply with the provisions of the following clauses as if they were construction workers levels A or B: Clauses 14 (1), 22, 23, 27, 28, 29, 30 and 34.
- (4) An employer who gives out work to a labour-only contractor who does not employ his own labour, shall in respect of such labour-only contractor comply with the provisions of the clauses quoted in subclause (3), as if such labour-only contractor was an employee.

11. NOTICE BOARDS

Every employer shall wherever building operations are being carried out by him which are of more than two weeks' duration, display a notice board of a size not less than 60 cm by 45 cm showing the business name of the employer: Provided that where more than one employer operates on a site, the above particulars of all such employers may be shown on one combined notice board.

12. ORDINARY HOURS OF WORK

- (1) The ordinary hours of work which shall be observed by all employers and employees (except watchmen), shall be—
 - (a) 40 hours in any one week, calculated at not more than eight hours per day, Mondays to Fridays, in Areas A, C, D and E; and
 - (b) 45 hours in any one week, calculated at not more than nine hours per day, Mondays to Fridays, in Area B.
- (2) No employer shall require an employee to work for more than five hours continuously without an interval of at least 30 minutes.
- (3) No watchman shall be required or permitted to work more than six consecutive days or more than 12 hours on any one day.
- (4) An employer may engage employees to work two or three shifts during any period of 24 hours: Provided that the provisions of this subclause shall not apply to watchmen.

13. ANNUAL LEAVE

- (1) Every employee shall be entitled to annual leave during the annual leave period.
- (2) The annual leave period shall be for four calendar weeks, which shall commence on the Friday before 16 December, every year.
- (3) Notwithstanding the provisions of subclauses (1) and (2), an employer and his employees may agree to work for a maximum period of two weeks during the annual leave period at normal rate: Provided that no work (except emergency work and essential services) shall be performed during the weeks in which Christmas and New Year's Day fall.

14. REMUNERATION

(1) **Minimum wage rates:** No employer shall pay and no employee shall accept wages at rates lower than that appearing in Annexure A.

(2) **Higher payment:** Nothing shall prevent an employer from paying more than the laid down minimum wage rate: Provided that no party to this Agreement nor any employee shall be entitled to embark upon industrial action to compel an employer to pay more than the minimum wage rate laid down in this Agreement.

(3) **Payment of Building Industry Holiday Fund, East Cape—holiday fund allowance, bonus allowance and holiday savings contribution:** In addition to the minimum wage rate laid down in subclause (1), every employer shall pay the following:

- (a) To each category of employee in respect of the ordinary hours worked by each such employee in his employ the employer shall pay a holiday fund allowance calculated in terms of the undermentioned formulae based on the minimum wage rates laid down in subclause (1) or on the maximum rate of wage bands as determined by the Council.

Formulae**Areas A, C, D and E—**

$$\frac{WR \times H \times 20}{1\ 920} = \text{hourly holiday fund allowance.}$$

Area B—

$$\frac{WR \times H \times 20}{2\ 160} = \text{hourly holiday fund allowance.}$$

Note:

1. WR—means the wage rate laid down in subclause (1) or the maximum rate of wage bands determined by the Council.
 2. H — means the ordinary hours of work for a working day determined in clause 12.
- (b) In addition to the holiday fund allowance referred to in paragraph (a), every employer in Area B shall pay to an employee the following bonus allowance in respect of the ordinary hours worked by said employee in his employ—
- (i) employees for whom wages are laid down in item (1) (iii), (iv), (v), (vi), (x) and (xi) (e) and (f) of Annexure "A", an allowance of 5c per hour; and
 - (ii) employees for whom wages are laid down in item (1) (i), (ii) and (xi) (a), (b), (c) and (d) of Annexure "A", an allowance of 10c per hour.
- (c) In addition to the holiday fund allowance referred to in paragraph (a), every employer in Areas A, C, D and E shall pay an employee the following holiday savings contribution in respect of the ordinary hours worked by said employee in his employ:
- (i) in Area A an hourly contribution of—
 - employees for whom wages are laid down in item (1) (iv) (excluding driver with Code 08 licence), (v), (vi) (excluding driver with Code 09 licence) and (xi) (e) and (f) of Annexure "A" a contribution of 3c per hour;
 - (ii) employees for whom wages are laid down in item (1) (iii), (xi) (c) and (d) of Annexure "A" and drivers with a Code 08 and Code 09 licence, a contribution of 4c per hour;
 - (iii) employees for whom wages are laid down in item (1) (i), (ii), (xi) (a) and (b), of Annexure "A", a contribution of 6c per hour;
 - (iv) in Areas C, D and E an hourly contribution of 2½c per hour in respect of employees for whom wages are laid down in item (1) (i), (ii), (iii), (iv), (v), (vi) and (xi) (a), (b), (c), (d), (e) and (f) of Annexure "A" and every employer shall deduct from the remuneration of every employee an amount of—

2½c for every hour worked by such employee and pay such amount together with the amount paid by the employer to the Secretary of the Council every week;
 - (d) The provisions of paragraph (f) shall not apply in the case of employees in areas A, C, D and E who have worked less than 24 ordinary hours of work and in the case of employees in Area B who have worked less than 27 ordinary hours of work, in any one week. Where an employee is employed by two or more employers during the same week, the payment shall be made by the employer by whom he was first employed for 24 hours and 27 hours, respectively, during that week.
 - (e) In the case of employees referred to in paragraph (d), the amounts laid down in paragraphs (a), (b) and (c) must be paid in cash in the same manner and at the same time as such other remuneration is paid.

- (f) An employer shall, on each pay-day, deduct the total amount of the holiday fund allowance in terms of paragraph (a), the bonus allowance calculated in terms of paragraph (b) and the holiday savings contribution calculated in terms of paragraph (c) in respect of all the ordinary hours worked by the employees, together with the employee's contribution where applicable, from the remuneration due to his employees and pay such amounts to the Secretary of the Council every week. The amounts shall form part of the consolidated stamp contribution in terms of clause 18. The Secretary shall pay the amounts into the Building Industry Holiday Fund, East Cape.
- (g) Every employer shall pay to every apprentice, cleaner and watchman in his employ in respect of the annual leave period decided upon, an amount equal to the wage which they would have received had they worked during such leave period: Provided that in the case of an apprentice, cleaner or watchman whose contract of employment is terminated prior to the last pay-day preceding the commencement of the holiday period, the employer shall pay to such apprentice, cleaner or watchman an amount of not less than one-fifth of the weekly wage in respect of each completed month of employment with him during the year preceding such holiday.

(4) Payment of Building Industry Medical Aid Fund, East Cape—allowance and contribution, Area A only:

- (a) (i) and (ii) **Allowances:** For the allowances payable by the employer refer to **Annexure B**.
- (b) (i) and (ii) **Contributions:** For the contributions payable to the Fund and the amount an employer is entitled to deduct in terms of paragraphs (a) (i) and (ii), refer to **Annexure B**.
- (c) No payment shall be made by an employer in respect of an employee who has worked for less than 24 ordinary hours of work, in any week. Where an employee is employed by two or more employers during the same week, the payment shall be made by the employer by whom he was first employed for 24 hours during that week.
- (d) The amounts referred to in paragraphs (b) (i) and (ii) shall form part of the consolidated stamp contribution referred to in clause 18.

(5) Payment of Building Industry Sick Benefit Fund—allowance and contribution—Areas A, B, C, D and E:

- (a) **Allowances:** For the allowances payable by the employer, refer to **Annexure C**.
- (b) **Contributions:** For the contributions payable to the Fund and the amount the employer is entitled to deduct, refer to **Annexure C**.
- (c) No payment shall be made by an employer in respect of employees in Areas A, C, D and E who have worked less than 24 ordinary hours of work and in Area B less than 27 ordinary hours of work, in any week. Where an employee is employed by two or more employers during the same week, the payment shall be made by the employer by whom he was first employed for 24 or 27 hours during that week.
- (d) The amounts referred to in paragraph (b) shall form part of the consolidated stamp contribution referred to in subclause 18.

(6) Payment of Pension and Life Assurance Scheme for the Building Industry (Southern and Eastern Cape) and Provident Fund for the Building Industry (Southern and Eastern Cape)—allowance and contribution—

Areas A, B, C, D and E:

- (a) (i) **Allowances:** For the allowances payable by the employer in Area B, refer to **Annexure D**.
- (ii) **Contributions:** For the contributions payable to the Fund in Area B, refer to **Annexure D**.
- (b) In addition to any other remuneration an employee may be entitled to, every employer in Areas A, C, D and E shall pay the following: To each category of employee in his employ in respect of the ordinary hours worked by each such employee, the employer shall pay a pension fund or provident fund allowance calculated in terms of the undermentioned formulae based on the wage rates laid down in clause 14 (1) or the maximum rate of wage bands as determined by the Council:

Formulae

$WR \times PPC \times H$ = total weekly pension or provident fund contribution

$\frac{TWC \times 60\%}{H}$ (per cent) = hourly pension or provident fund allowance

Note:

1. 'WR' means the wage rate laid down in subclause (1) or the maximum rate of wage bands determined by the Council.
 2. 'PPC' means the percentage pension or provident fund contribution in relation to an employee's wage as determined by the Council.
 3. 'H' means the ordinary hours of work determined in clause 12.
 4. 'TWC' means the total weekly pension or provident fund contribution.
- (c) Every employer shall in respect of every employee in his employ in Areas A, C, D and E who have worked for 24 ordinary hours of work and in respect of every employee in Area B who have worked for 26 ordinary hours of work, in any week, pay to the Council in accordance with the procedure referred to in paragraph (d) hereof, the total weekly pension fund or provident fund contribution.

- (d) An employer shall be entitled to deduct the contributions referred to in paragraphs (a) (ii) and (b) from the remuneration of an employee every week: Provided that where an employee is employed by two or more employers during the same week, the deduction shall be made by the employer by whom he was first employed for 24 or 27 hours during that week.
- (e) The contributions referred to in paragraphs (a) (ii) and (b) shall form part of the consolidated stamp contribution referred to in clause 18.

(7) **Overtime payment:** Any employee who is required to work any time outside the hours determined in clause 12 of this Agreement shall be paid as follows:

- (a) In Areas A, C, D and E: Subject to the provisions of paragraph (e), at one and a third ($1\frac{1}{3}$) times his hourly rate in respect of each hour or part of an hour for the first five (5) hours of overtime worked from Monday to Friday: Provided that an employee shall be paid overtime rates referred to in this paragraph only after having worked for 43 hours from Monday to Friday.
- (b) In Area B: Subject to the provisions of paragraph (e), at one and a third ($1\frac{1}{3}$) times his hourly wage in respect of each hour or part of an hour for the first five (5) hours of overtime worked from Monday to Friday.
- (c) In Areas A, B, C, D and E: At one and a half ($1\frac{1}{2}$) times his hourly wage in respect of each hour or part of an hour of overtime worked in excess of the first five (5) hours per week from Monday to Friday and for all time worked on Saturdays.
- (d) In Areas A, B, C, D and E: At double his hourly wage in respect of each hour or part of an hour of overtime worked on Sundays and any public holiday prescribed in the Public Holidays Act, 1994, or any other day declared to be a paid public holiday under section 2A of the Public Holidays Act, 1994.
- (e) Notwithstanding the provisions of paragraphs (a), (b), (c) and (d), where in any one week an employee absents himself from work during any or all of the working days, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted may be paid for at the employee's ordinary rate of wage: Provided that—
 - (i) where an employee is absent from work with the permission of the employer or absent on account of sickness or circumstances beyond his control, the provisions of this sub-paragraph shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence;
 - (ii) any employee who is aggrieved by the application of the provisions of subparagraph (i) may appeal to the Council against the decision applied to him, and the Council may, after considering the reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.
- (f) The provisions of this subclause shall not apply to watchmen.

(8) **Country allowance:**

- (1) An employee who in the performance of his duties is required to work away from his normal place of residence on a job so situated that such employee can be said to be unable to return to his normal place of residence daily, shall—
 - (a) in the absence of transport being provided by his employer, be paid by his employer as a transport allowance an amount equal to the cost of public transport to and from the employer's place of business and the place of work at the commencement and termination of such job;
 - (b) be provided by his employer with suitable sleeping accommodation in the proximity of the workplace;
 - (c) time occupied in travelling at commencement and termination of a job and where an employee can reasonably be said to be able to proceed to his home at week-ends and return by the ordinary starting time on Monday, or Tuesday if the Monday is a holiday, shall be paid for by mutual agreement between the employer and the employee: Provided that, payment shall not be less than the hourly rate of wage of the employee as laid down in subclause (1) of this clause, and half the hourly rate of wage laid down in subclause (1) for time spent travelling outside the ordinary working hours: Provided further that, no allowance shall be payable if the week-end trip is not made and no amount shall be payable in respect of time spent in travelling during such week-ends;
 - (d) where an employer elects to provide transport in lieu of payment, such transport shall leave the job not more than fifteen (15) minutes after normal finishing time, otherwise such employee shall be paid at his normal rate of wage for the time spent to wait.
- (2) No employee shall refuse to work on a job so situated that such employee can be said to be unable to return to his normal place of residence daily.

- (3) In the case of an employer who undertakes work in a town, city or area not being the town, city or area in which he had his place of business prior to the commencement of the job, such town, city or area shall, for the duration of such work, be deemed to be the town, city or area in which the employer had his place of business prior to the commencement of the job in relation to any employee engaged in such town, city or area.
- (4) Notwithstanding anything to the contrary contained or implied in this clause an employer and employee may enter into their own fair and equitable written agreement when working on a job so situated that an employee can be said to be unable to return to his normal place of residence daily.
- (5) Any disputes concerning the interpretation, meaning or intention of any of the provisions referred to in this subclause which the employer and the employee are unable to settle shall be referred to the Council for decision. The decision of the Council shall be final and binding on the employer and the employee.

(9) **Inclement weather payment:** (a) Where, on any working day an employee reports for work at his normal starting time and his employment is suspended by the employer or his duly authorised representative on the contract site because of inclement weather, he shall be paid his full remuneration for the first two hours of that day: Provided that an employee shall wait if requested to do so by his employer or his duly authorised representative on the contract site and shall commence with his work if the weather conditions improve and make it possible for him to work.

(b) If inclement weather sets in after the first two hours of work on any working day and an employee's employment is suspended by his employer or his duly authorised representative on the contract site, he shall be paid his full remuneration up to the commencement of the normal lunch-break of the establishment.

(c) If inclement weather sets in after the termination of the lunch-break of the establishment on any working day and an employee's employment is suspended by his employer or his duly authorised representative on the contract site, he shall be paid his full remuneration for the whole day as if he had worked all the ordinary hours of work on that day.

(d) If an employee is requested to report for work on a Saturday, Sunday or compulsory paid public holiday and his employment is suspended by his employer or his duly authorised representative on the contract site, because of inclement weather, he shall be paid at the overtime rate laid down in subclause (7) for the first two hours of work on such day. The proviso in paragraph (a) shall apply *mutatis mutandis* in respect of this paragraph.

(e) If inclement weather sets in after the first two hours of work on a Saturday, Sunday or compulsory paid public holiday and an employee's employment is suspended by his employer or his duly authorised representative on the contract site, he shall be paid at the overtime rate laid down in subclause (7) up to the time his employment is suspended by his employer or his duly authorised representative on the contract site.

(f) For the purposes of this subclause, 'inclement weather' means rain, strong winds or any other adverse weather conditions under which at the discretion of the employer or his duly authorised representative, work cannot be carried out, or under which it would be dangerous for work to be carried out while such conditions exist.

(g) Any disputes concerning the interpretation, meaning or intention of any of the provisions referred to in this subclause which the employer and the employee are unable to settle shall be referred to the Council for decision. The decision of the Council shall be final and binding on the employer and the employee.

(10) **Payment for public holidays:** All public holidays prescribed in the Public Holidays Act, 1994 (Act No. 36 of 1994), or any other day declared to be a paid public holiday under section 2A of the Public Holidays Act, 1994, shall be compulsory paid holidays for all employees, and in addition to any other remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay an employee in respect of each of the said public holidays which fall on an ordinary working day, the remuneration which such employee would have earned on an ordinary working day; such amount to be paid on the pay-day of the employer following the public holiday concerned: Provided that—

- (i) If an employee is absent from work on the working day immediately prior to and/or following the compulsory paid holidays referred to in this subclause, he shall not be entitled to the payment referred to in this subclause: Provided further that this proviso shall not apply in respect of an employee who is absent from work on the instructions or at the request of his employer;
- (ii) no employer shall retrench any employee immediately prior to any compulsory paid holidays referred to in this subclause for the purpose of evading the provisions of this subclause.

(11) **Differential rates:** An employee who on the same day performs two or more classes of work for which different rates of wages are laid down in subclause (1), shall be paid at the highest rate for all the hours worked on that day: Provided that when an employee performs the work in a higher class for three hours or less per day, he shall only be paid at the higher rate in respect of the time actually occupied on such higher graded work. The provisions of this subclause shall not apply to trainee construction workers levels B, C and D.

(12) **Waiting time:** Whenever, due to slackness of work or unavoidable delays in securing delivery of materials, or other causes beyond the control of employers, it is found to be impossible to continue working on any day, employers shall be liable only to pay their employees full wages and allowances as laid down in this Agreement for all time spent on the job up to the time of being instructed to stop work. Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him, he shall be paid an amount equal to two hours' wages as if he had in fact worked, unless he had been notified by his employer on the previous working day that his services would not be required on the day in question. All employees must wait on the contract site for two hours if requested to do so by the employer, general foreman or foreman.

(13) **Protection of remuneration:** Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation and any employee who, on the said date, is in receipt of remuneration in excess of that laid down for his class of work in the Agreement shall continue to receive such higher rate whilst employed by the same employer on the same class of work.

15. WAGE PAYMENT PROCEDURE

(1) **Payment of wages:** (a) An employee shall receive payment of his wages at a time and place determined by his employer. Provided that payment shall be made—

- (i) at weekly, fortnightly or monthly intervals;
- (ii) in cash, by cheque or by means of electronic bank transfer, as agreed between the employer and employee; and
- (iii) not later than closing time on the final day of each pay interval.

(b) With the exception of payment by means of electronic bank transfer, an employee's remuneration shall be paid to him on the site where he is employed, or at the office or workshop of the employer.

(c) An employee whose services are terminated shall receive payment of the appropriate wage on or before the date of termination of his services.

(d) Every employer shall provide each of his employees with a pay-slip or envelope indicating the employer's name or business name, the name and occupation of the employee, and the period for which payment is made. The pay-slip or envelope shall indicate the calculation of the employee's gross remuneration, deductions, overtime payment, allowances and net remuneration.

(e) All payments made in cash shall be enclosed in a sealed envelope.

(f) An employer shall be entitled to make deductions from an employee's wages:

- (i) in respect of any deductions laid down in this Agreement;
- (ii) if he is entitled or required to do so by law; and
- (iii) in respect of any other matter, with the employee's written consent.

16. RECORDS

An employer shall keep employee records as prescribed by section 20 of the Basic Conditions of Employment Act, 1983.

17. EMPLOYMENT RETURN FORMS AND PAYMENT OF CONSOLIDATED STAMP CONTRIBUTIONS

(1) Every employer to whom the provisions of this Agreement apply shall every month submit a duly completed official employment return form to the Secretary of the Council, showing the full names, the employee's registration number and the number of stamp contributions paid to every employee.

(2) Every employer shall together with the employment return form pay the amount of the combined stamp contribution referred to in clause 18 or make the requisite electronic transfer in respect of every category of employee appearing on the employment return form to the Secretary of the Council not later than the seventh day of the month following that in which the employee was employed. Employment return forms shall be obtained from the Secretary of the Council.

(3) If any stamp contribution referred to in subclause (2) is not received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest to the Council at the prime rate charged by the Commercial banks, calculated from the due date to the date of payment.

(4) Where an employer did not employ any employees during any month, such employer shall nevertheless submit an employment return form before the seventh day of the following month with the words "No employees" written across the form.

18. CONSOLIDATED STAMP CONTRIBUTION

(1) The Council may in its discretion combine the stamp contributions referred to in this Agreement and payable to the Secretary of the Council in such a manner as may be determined by it.

(2) For the purpose of the accumulation of the stamp contributions included in the consolidated stamp contribution referred to in subclause (1) and payable to employees in terms of clause 27 every year, as well as benefits payable to employees in terms of the rules of the Funds, referred to in clauses 28, 29 and 30, a "stamp contribution year" means the period commencing on the first Monday in October every year and ending on the Friday immediately prior to the first Monday in October of the following year, but excluding the annual leave period referred to in clause 13.

19. SUPPLY OF OVERALLS

(a) **Areas A, C, D & E:** Every employer shall supply a suitable new overall free of charge to each of his employees (other than watchmen) after the first four weeks' continuous employment with the same employer and thereafter at the beginning of each yearly cycle of employment.

(b) **Area B:** Every employer shall supply a suitable new overall free of charge to each of his employees (other than watchmen) after the first 12 months' continuous employment and thereafter at the beginning of each yearly cycle of employment.

(c) For the purposes of this clause "yearly cycle of employment" means a period of 12 months' continuous employment with the same employer and shall be calculated from the date of commencement of employment with such employer.

(d) Employees supplied with overalls in terms of this clause shall maintain such overalls in a clean condition.

(e) The employer shall remain the owner of any overall supplied to an employee by him free of charge and the employee shall return such overall to the employer in the event of the employee leaving the employer for any reason whatsoever.

20. STORAGE AND INSURANCE OF TOOLS

- (1) Every employer in Areas A, C, D and E shall provide a suitable place to store an employee's tool-box at each site or workshop, and shall ensure that such place is properly and/or securely locked outside normal working hours. This provision shall not apply to jobbing work.
- (2) Every employer in Areas A, C, D and E shall insure the tools of an employee against loss by fire and/or theft.
- (3) An employee shall not be entitled to payment for the loss of his tools as a result of theft unless tools are placed in the place provided and are stored in his tool-box which must be capable of being securely locked at all times. An employee shall be responsible for placing his tools in his tool-box and for keeping such tool-box properly locked.
- (4) An employee shall not be entitled to payment for the loss of his tools as a result of theft unless he has reported the theft of his tools to the employer and the South African Police Service.

21. EMPLOYMENT OF TRAINEE CONSTRUCTION WORKERS

(1) The following requirements shall apply in respect of all trainee construction workers employed in terms of this Agreement:

- (a) Minimum age 16 years.
- (b) Physical fitness.
- (c) Minimum educational or other requirements for trainee construction workers level B:
 - (i) Standard 5 or conformance to laid down B.I.T.B. minimum selection criteria;
 - (ii) registration previously as journeyman's assistant or currently as construction worker level C and standard 5 or conformance to laid down B.I.T.B. minimum selection criteria;
 - (iii) registration previously as journeyman's assistant or currently as construction worker level C with a minimum of four years' relevant experience as a journeyman's assistant or construction worker level C in the Building Industry and conformance to laid down B.I.T.B. minimum selection criteria.
- (d) Minimum educational or other requirements for trainee construction workers level C:
 - (i) Standard 3; or
 - (ii) proof of having passed the requisite B.I.T.B. test in respect of trainability and functional literacy and numeracy and a minimum of five years' relevant practical experience in the Building Industry; or
 - (iii) registration previously as a semi-skilled employee or currently as construction worker level D and proof of having passed the requisite B.I.T.B. test in respect of trainability and functional literacy and numeracy and a minimum of three years' relevant practical experience as a previously semi-skilled employee or construction worker level D in the Building Industry.
- (e) Minimum educational or other requirements for trainee construction workers level D:
 - (i) Standard 1; or
 - (ii) proof of having passed the requisite B.I.T.B. test in respect of trainability and basic literacy and numeracy and a minimum of two years' relevant practical experience in the Building Industry.

Note: An employee with Standard 7 or a higher educational qualification shall be indentured as an apprentice in terms of the Manpower Training Act, 1981.

(2) For the purpose of this clause—

"registration previously as journeyman's assistant" means an employee who was registered as a "journeyman's assistant" in terms of the provisions of any previous agreement of the Council, published in terms of section 48 (1) of the Labour Relations Act, 1956;

"registration previously as semi-skilled employee" means an employee who was registered as a "semi-skilled employee" in terms of the provisions of any previous agreement of the Council, published in terms of section 48 (1) of the Labour Relations Act, 1956.

22. BUILDING INDUSTRIES TRAINING SCHEME

- (1) Every employer shall pay to the Council the contribution determined by the Building Industries Training Scheme.
- (2) The Council shall be entitled to deduct a 2,5 per cent collection fee from the amounts received in terms of this clause, and shall pay the remainder to the Building Industries Training Scheme.
- (3) The amount payable by the employer to the Council shall form part of the stamp contribution.

23. TRAINING SCHEME FOR THE ELECTRICAL CONTRACTING INDUSTRY

- (1) Every employer engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto, shall pay to the Council the contribution determined by the Training Scheme for the Electrical Contracting Industry.
- (2) The Council shall be entitled to deduct a 2½ per cent collection fee from the amounts received in terms of this clause, and shall pay the remainder to the Training Scheme for the Electrical Contracting Industry.
- (3) The amount payable by the employer to the Council shall form part of the stamp contribution.

24. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct an amount equal to 1 per cent, subject to a maximum of R15,00 per month, from the weekly wage of an employee who is a member of a trade union which is a party to the Council. The amount deducted shall form part of the stamp contribution.

(2) Every employer shall pay the amounts deducted in terms of subclause (1) to the Secretary of the Council each week.

(3) The Council shall each month pay over to the trade unions, respectively, the amounts collected by it in terms of this clause from their members, less a collection fee of 5 per cent which amount shall accrue to the general funds of the Council.

25. TRADE UNION ACCESS

Officials of the trade union parties shall in the ordinary course of their duties have access to building sites and workshops during working hours, but shall not be allowed to interfere with the continued performance of work by any employee, or approach any employee without the prior consent of the employer or duly authorised representative, which consent shall not unreasonably be withheld.

26. EMPLOYER ORGANISATIONS LEVY

(1) Every employer who is a member of one of the employers' organisations that is a party to this Agreement shall in respect of every employee employed by him pay to the Council the amount laid down in the constitution of the respective employers' organisation.

(2) The Council shall each month pay over to the above employers' organisations, respectively, the amounts collected by it in terms of this clause from their members, less a collection fee of 2½ per cent which amount shall accrue to the general funds of the Council.

27. BUILDING INDUSTRY HOLIDAY FUND, EAST CAPE

(1) The Fund amalgamated with previous funds in terms of Government Notice No. R. 2217 of 31 October 1980, is hereby continued.

(2) No payment shall be made from the Fund in respect of stamp contributions before the annual leave period: Provided that the Council shall have the right to authorise payment in its discretion.

(3) In the event of an eligible employee's death, all amounts to his credit in the 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 12 months of the date of the employee's death, the amount to his credit shall be paid into his estate.

(4) The Secretary of the Council shall calculate the amount of the stamp contributions and pay to the employee the total holiday fund value, bonus value and holiday savings contribution value, referred to in clause 14 (3), on a date not later than the day prior to the commencement of the annual leave period or on a date determined by the Council.

(5) **Special savings:** Provision is hereby made for the payment of special savings contributions. These savings contributions may be paid to the Fund by employers on behalf of employees or by employees themselves. The redemption of such special savings contributions shall be made on request or be subject, *mutatis mutandis*, to the foregoing provisions of this clause.

(6) Stamp contributions paid in after 15 October in respect of the period 1 October to 30 September each year, shall be retained by the Secretary until after the annual leave period for payment: Provided that the Council shall have the right to authorise payment, in its discretion, and upon such terms and conditions as it may deem necessary.

(7) If an employee should fail or omit to claim the value of the stamp contributions referred to in subclause (4) paid in to the Council within a period of 12 months from the date on which the annual leave period terminates, the value thereof shall become forfeited and accrue to the general funds of the Council. The Council, however, shall consider all late claims in respect of the value of the contributions referred to in subclause (4).

(8) No employee may transfer, assign, cede or hypothecate the amount standing to his credit in the Fund to any person.

(9) All interest on moneys received in respect of the Fund shall be used to cover the administration costs, and no employer or employee shall have any claim in respect of such interest.

(10) Notwithstanding the expiry or cancellation of this Agreement, the Council shall continue to administer the 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.

(11) In the event of the Council being wound up or dissolved, the Fund shall continue to be administered by a committee appointed for such purpose by the parties before winding-up or dissolution 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 carry out its duties for any reason, the parties shall appoint a trustee or trustees to carry out the duties of the committee and such trustees shall have the same powers as the committee for this purpose.

(12) In the event of there being no Council in existence at the time of expiry of this Agreement, the Fund shall be liquidated by the committee or trustees appointed in terms of subclause (11).

(13) In the event of the liquidation of the Fund in terms of subclause (12) the monies remaining after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council having been wound up before the liquidation of the Fund, the monies remaining shall be distributed equally among the parties to the Council immediately prior to its dissolution.

28. PENSION AND LIFE ASSURANCE SCHEME FOR THE BUILDING INDUSTRY (SOUTHERN AND EASTERN CAPE) AND PROVIDENT FUND FOR THE BUILDING INDUSTRY (SOUTHERN AND EASTERN CAPE)

(1) The Pension and Life Assurance Scheme for the Building Industry, East Cape, established under Government Notice No. R. 2380 of 27 September 1991, and the Provident Fund for the Building Industry Bargaining Council (Southern and Eastern Cape), established under Government Notice No. R. 1461 of 7 November 1997, are hereby continued and shall hereafter be known as the "Pension and Life Assurance Scheme for the Building Industry (Southern and Eastern Cape)" and the "Provident Fund for the Building Industry (Southern and Eastern Cape)".

(2) For the purpose of achieving the objects of this clause the Council shall be entitled to enter into any agreements it deems fit and shall further be entitled to make rules in respect of the operation and administration of the Funds, which may be amended when necessary.

(3) The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

(4) Persons other than referred to in clause 14 (1) who are actively engaged or employed in the Industry may, in the discretion of the Council, be admitted to membership of the Funds, and the provisions of this clause shall *mutatis mutandis* apply to any person so admitted: Provided that such persons shall be required to contribute the amount decided on by the Council: Provided further that such contributions shall be paid over to the insurance company with whom the Council has entered into an agreement or agreements.

(5) Subject to an eligible employee's rights to nominate a beneficiary to receive any amounts which may become due to him/her in terms of the Funds in the event of his/her death before retirement, any benefits accruing to an employee in terms of this clause shall not be transferable, and may not be ceded or pledged.

(6) In the event of the Council being dissolved, wound up or ceasing to operate during the currency of this Agreement, the parties shall appoint a trustee or trustees before such dissolution, winding-up or ceasing to operate to perform the functions of the Council set out in this clause, and such trustees shall have all the powers vested in the Council for this purpose.

29. SICK BENEFIT FUND

(1) **Continuation:** The operation of the Fund established under Government Notice R. 162 of 4 February 1977, formerly known as the "Port Elizabeth Building Industry Sick Benefit Fund", is hereby continued as the "Building Industry Sick Benefit Fund" and shall continue to be administered by the Council for the purpose of—

- (a) recompensing members for loss of earnings arising out of unemployment caused by sickness or accident and compassionate leave;
- (b) considering gratuities and/or annuities for employees for whom wages are laid down in Annexure "A" items (1) (i), (ii) and (xi) (a), (b), (c) and (d); and
- (c) do all such things as are necessary, incidental or conducive to the welfare of members and to the attainment of the aforesaid objects.

(2) The Fund shall be managed by the Council in accordance with the rules, and all monies of the Fund shall be administered, invested and paid out in accordance with the Rules, of which copies shall be available for inspection at the offices of the Council.

(3) The Fund shall be administered by a Management Committee appointed by the Council for such period and under such conditions as the Council may determine.

(4) The Management Committee referred to in subclause (3) may refuse and/or withhold any or all benefits from any member, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund and its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

(5) **Reserves:** If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

(6) In the event of the expiration of this Agreement, the dissolution or winding-up of the Council or a cessation of its operations, the provisions of clause 27 (10), (11), (12) and (13) shall apply equally to this Fund.

30. MEDICAL AID FUND

(1) **Continuation:** The operation of the Fund established under Government Notice No. R. 2313 of 20 December 1968, formerly known as the "Port Elizabeth Building Industry Medical Aid Fund" is hereby continued as the "Building Industry Medical Aid Fund, East Cape", and shall continue to be administered by the Council in terms of section 2 (1) (a) of the Medical Schemes Act, 1967 and in terms of Act No. 66 of 1995 for the purpose of—

- (a) assisting members in regard to the cost of medical services incurred by them or their dependants as may be provided in the Rules of the Fund;
- (b) taking such measures the Council deems necessary for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants;

- (c) contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services; and
- (d) meeting the cost of such arrangements and the medical expenses of the members or their dependants as provided in the rules of the Fund.

(2) The Fund shall be managed by a Management Committee appointed by the Council for such period and under such conditions as the Council may determine. The Fund shall be managed in accordance with the rules and all monies of the Fund shall be administered, invested and paid out in accordance with the Rules, of which copies shall be available for inspection at the offices of the Council.

(3) **Membership:** Membership of the Fund shall be compulsory for all employees for whom wages are laid down in item (1) (i), (ii) and (xi) (a), (b), (c) and (d) of Annexure "A" and employees under contract of apprenticeship registered in terms of the Manpower Training Act, 1981, in Area A.

(4) **Voluntary members:**

- (i) An employee of the Council; or
- (ii) an employee of a trade union or an employers' organisation of the Council;
- (iii) a person who is directly engaged or employed in a clerical or administrative capacity in the Industry by a member of an employer's organisation referred to in subparagraph (ii).

(5) **Continuation members:**

- (i) A member who, on account of age, ill-health or other disability or other circumstances, retires from service as a pensioner may, with the consent of the Committee, become a continuation member: Provided that he/she has been, at the time of his/her retirement, a member of the scheme for a continuous period of not less than three years: Provided further that the Committee may recognise an immediately preceding and continuous membership of any other medical scheme, for the purpose of determining such period: Provided further that such a member continues the payment of the amount referred to in clause 14 (4) (b) (i) every week, or such other reduced fee which the Committee may recommend; and
- (ii) the widow/widower of a deceased member may, with the approval of the Committee, be admitted as a member of the Fund: Provided that the deceased member, at the time of his/her death, had been a member of the Fund for a continuous period of not less than three years: Provided further that the Committee may recognise an immediately preceding and continuous membership of any other medical scheme for the purpose of determining such period: Provided further that the widow/widower shall apply for membership within six months from the date of her/his husband's/wife's death and that she/he pays the amount referred to in clause 14 (4) (b) (i) every week. Such membership shall continue only for so long as such widow/widower remains unmarried or takes up employment where membership of a medical scheme is a condition of employment.

(6) **Reserves:** If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

(7) In the event of the expiration of this Agreement, the dissolution or winding-up of the Council or a cessation of its operations, the provisions of clause 27 (10), (11), (12) and (13) relating to the Holiday Fund shall apply equally to this Fund.

31. WITHHOLDING BENEFITS

An employee who is a member of any of the Funds of the Council and entitled to benefits shall in the absolute discretion of the Council be deprived of any benefit from any of the funds in the event of such employee making a false statement or in any way attempting to obtain benefits fraudulently or dishonestly.

32. BENEFITS OF THE FUNDS INALIENABLE

The benefits provided for by the Funds referred to in clauses 28, 29 and 30 are not transferable and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits to which he would have been entitled during such period as may be determined by the Council.

33. AUDIT AND ACCOUNTING

The Council shall ensure that proper books of account are kept in respect of each of the Funds administered by it, and that an annual audit of each of the Funds is performed in accordance with the provisions of the Act and the Council's Constitution.

34. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council every employer shall, each week, pay to the Secretary of the Council the following:

- (i) An amount of R3,80 in Area A and an amount of R3,90 in Areas B, C, D and E in respect of each employee employed by him and for whom wages are laid down in item (1) (i), (ii), (iii), (ix), (xi) (a), (b), (c) and (d) of Annexure "A" of this Agreement. An employer may deduct from the wage of each such employee an amount of R1,90 in Area A and an amount of R1,95 in Areas B, C, D and E for such week.

- (ii) An amount of R2,56 in Area A and an amount of R2,36 in Areas B, C, D and E in respect of each employee employed by him and for whom wages are laid down in item (1) (iv), (v), (vi) and (xi) (e) and (f) of Annexure "A" of this Agreement. An employer may deduct from the wage of each such employee an amount of R1,08 in Area A and an amount of R1,18 in Areas B, C, D and E for such week.

(2) The provisions of paragraphs (i) and (ii) of subclause (1) shall not apply in the case of employees in Areas A, C, D and E who have worked less than 24 ordinary hours of work and in the case of employees in Area B who have worked less than 27 ordinary hours of work, in any week. Where an employee is employed by two or more employers during the same week, the payment shall be made by the employer by whom he was first employed in the Areas referred to during that week.

(3) The contributions paid to the Council in terms of this clause shall be utilised for the purpose of meeting its general expenses, and shall be administered in accordance with the provisions of the Council's Constitution.

35. EXEMPTIONS

(1) In terms of section 32 of the Labour Relations Act, No. 66 of 1995, the Council hereby establishes an Independent Exemptions Board (hereinafter referred to as Exemptions Board) in Area A (which for the purpose of this clause shall include the Magisterial District of Humansdorp), Area B and Areas C, D and E to consider applications for exemption from non-parties from any of the provisions of this Agreement for any good and sufficient reason.

(2) All applications for exemption shall be in writing (on an application form provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Exemptions Board appointed by the Council.

(3) All applications for exemption shall be fully reasoned and substantiated, and such reasoning and substantiation shall include the following details:

- (a) The period for which the exemption is required.
- (b) the Agreement and clauses and subclauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, are to be included with the application.

(4) The Secretary of the Council may in the first instance place the applications for exemption on the agenda(s) of the next Council or responsible Committee meeting, for comment.

(5) The Secretary of the Council shall provide the Exemptions Board with details of all the applications for exemption.

(6) The Exemptions Board shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Exemptions Board may defer a decision to a following meeting if additional reasoning and substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

(7) Once the Exemptions Board has decided to grant an exemption, it shall issue an "exemption certificate" and advise the applicant(s) within 14 days of the date of its decision.

(8) When the Exemptions Board decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.

(9) (a) The Exemptions Board shall consider all applications for exemption on the written and verbal reasoning and substantiation provided by the applicant on the following conditions:

- (i) The terms of the exemption;
- (ii) the reporting requirements by the applicants and re-evaluation processes; and
- (iii) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative *bona fide* or provision, including the cost to the employee, transferability, administration management and cost, growth and stability,

shall be contained in the application.

(b) **Exemption Criteria:**

- (i) The extent of consultation with and the petition for or against granting the exemptions as provided by employers or employees who are to be effected by the exemption if granted;
- (ii) the infringement of basic conditions of employment rights;
- (iii) the fact that a competitive advantage is not created by the exemption;
- (iv) the extent to which the proposed exemption undermines collective bargaining and labour peace in the building industry;
- (v) any existing economic or other circumstances which warrant the granting of exemption;
- (vi) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

(10) The Council may grant exemption from any of the provisions of this Agreement to any member of the employers' organisations and trade unions who are parties to the Council: Provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw or amend any certificate of exemption.

36. DESIGNATED AGENTS

(1) The Council may request the Minister of Labour to appoint any person as a designated agent of the Council to help with the enforcement of this Agreement.

(2) A designated agent shall have all the powers conferred on a commissioner by section 142 of the Act, except the powers conferred by section 142 (1) (c) and (d).

37. WAIVER OF PROVISIONS OF THIS AGREEMENT

(1) A contract of employment, whether concluded before or after the coming into operation of this Agreement, may not—

- (a) permit an employee to be paid remuneration that is less than that laid down by this Agreement;
- (b) permit an employee to be treated in a manner, or to be granted any benefit, that is less favourable than that laid down in this Agreement; or
- (c) waive the application of this Agreement.

(2) A provision in any contract that purports or grants any payment, treatment, waiver or inclusion prohibited by subclause (1) is invalid.

38. RESOLUTION OF DISPUTES

Any dispute about the interpretation or application of this Agreement shall be referred to the Council and shall be resolved as follows:

- (a) If a dispute is one of right, it shall be referred in writing to the Council, which shall attempt to resolve the dispute through mediation, using a qualified mediator. Within seven days of such referral, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved.
- (b) If the Council fails to resolve the dispute or if any party is aggrieved by the Council's decision referred to in paragraph (a), it may within seven days of the decision request that the dispute be referred to arbitration.
- (c) Should the dispute be referred to arbitration, the Council shall refer the matter to an accredited agency appointed by it in terms of section 52 of the Act, for the purpose of such arbitration. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall, in his discretion, be entitled to make an award in respect of the parties' arbitration costs, in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding.

39. EXHIBITION OF AGREEMENT

(a) The parties to the Council agree that the English version of this Agreement shall determine the meaning and the intention of the parties and that the translation in Afrikaans shall be made available by the Council for inspection by any person during working hours at the offices of the Council.

(b) Any person may acquire a copy of this Agreement by paying to the Council the sum of R5,00.

(c) Each party to this Agreement shall receive two free copies of the Agreement and Constitution.

ANNEXURE A

BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)

CLAUSE 14 (1)—MINIMUM WAGE RATES

<i>Category of employee and Area</i>		<i>Per hour R</i>
(i) Construction worker level A:		
Area A		18,16
Area B		10,72
Area C		9,35
Area D		9,43
Area E		9,44
(ii) Construction worker level B:		
Area A		16,50
Glaziers in joinery shop		16,21
Area B:		
Grade A: Journeymen in all other trades		9,75
Grade A: Journeymen in painting and glazing		8,38
Journeymen in other trades		8,05

Category of employee and Area		Per hour R
Area C:		
Grade A Journeymen in all trades.....		8,50
Journeymen in all trades.....		7,00
Area D:		
Grade A Journeymen in all trades.....		8,57
Journeymen in all trades.....		7,76
Area E:		
Grade A Journeymen in all trades.....		8,59
Journeymen in all trades.....		8,08
(iii) Construction worker level C:		
Area A.....		9,98
Machine minders and sawyers, mechanical handling equipment drivers.....		9,41
Area B.....		6,00
Machine minders and sawyers and mechanical handling equipment drivers.....		6,50
Area C.....		4,90
Area D.....		5,02
Machine minders and sawyers and mechanical handling equipment drivers.....		4,80
Area E.....		5,10
Operators of cranes and hoist and motor vehicle drivers.....		5,80
(iv) Construction worker level D:		
Area A.....		7,53
Area B.....		5,51
Area C.....		3,83
Area D.....		4,33
Area E.....		4,73
(v) Construction worker level E:		
Area A.....		6,89
Area B.....		4,90
Area C.....		3,79
Area D.....		3,81
Area E.....		3,78
(vi) Special category employees:		
Driver with Code 09 licence		
Area A.....		8,58
Area B.....		6,00
Area C.....		4,01
Watchman (per six day week)		Per week R
Area A.....		293,66
Area B.....		220,00
Area C.....		193,39
(vii) Apprentices: Wages as prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.		
(viii) Minors in all trades: Wages as prescribed for apprentices in the Building Industry.		
(ix) Trainee construction workers: Wages as fixed by the Council in terms of clause 21 of this Agreement.		
(x) Cleaners: 70 per cent of the wage referred to in paragraph (v) for construction worker level E.		
(xi) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto.		

Per Hour

R

	Areas	A	B	C	D	E
(a) Master installation electrician.....		18,16	10,72	9,35	9,43	9,44
(b) Installation electrician.....		16,50	9,75	8,63	8,57	8,59

	Areas	Per Hour				
		R				
		A	B	C	D	E
(c) Electrical tester for single phase.....		13,32	7,80	6,91	6,86	6,87
(d) Electrical journeyman (unlicensed)		13,32	7,80	6,91	6,86	6,87
(e) Electrical operator		9,98	5,74	5,23	5,02	5,10
(f) Electrical general employee		6,89	4,90	3,79	3,81	3,78

ANNEXURE B**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)****CLAUSE 14 (4)—MEDICAL AID FUND—ALLOWANCE AND CONTRIBUTION****(a) Allowances:**

- (i) In addition to any other remuneration to which an employee referred to in subclause (1) (i), (ii) and (xi) (a), (b), (c) and (d) may be entitled, every employer shall pay to every such employee in his employ an allowance of 76 $\frac{1}{2}$ cents per hour in respect of all the ordinary hours of work referred to in clause 12, worked by such employee during a week; and
- (ii) in addition to any other remuneration which an employee employed under a contract of apprenticeship registered in terms of the Manpower Training Act, 1981, may be entitled, every employer shall pay to every such employee an allowance of 1,75c per hour in respect of all the ordinary hours of work, referred to in clause 12, worked by such employee during a week.

(b) Contributions:

- (i) Every employer shall, contribute to the Building Industry Medical Aid Fund, East Cape an amount of R61,20 per week in respect of each of his employees referred to in paragraph (a) (i). An employer shall be entitled to deduct the amount paid to the employee in terms of paragraph (a) (i) from the remuneration of the employee in respect of whom payment was made; and
- (ii) every employer shall, contribute to the Building Industry Medical Aid Fund, East Cape an amount of R14,00 per week in respect of an employee referred to in paragraph (a) (ii). An employer shall be entitled to deduct the amount paid to the employee in terms of paragraph (a) (ii) from the remuneration of the employee in respect of whom payment was made.

ANNEXURE C**BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)****CLAUSE 14 (5)—SICK BENEFIT FUND—ALLOWANCE AND CONTRIBUTION**

(1) (a) **Allowances:** In addition to any other remuneration to which an employee for whom wages are laid down in subclause (1) (i), (ii), (ix) and (xi) (a), (b), (c) and (d) shall be entitled to, every employer shall pay to every employee in respect of the ordinary working hours worked by such employee, the following allowance:

Area A: 12c per hour;
 Area B: 4c per hour;
 Areas C, D and E: 4,5c per hour;

and every employer shall pay to every employee for whom wages are laid down in subclause (1) (iii), (iv), (v), (vi) and (xi) (e) and (f) in addition to any other remuneration to which the employee is entitled to in respect of the ordinary working hours worked by such employee, the following allowance:

Area A: 10c per hour;
 Area B: 2c per hour;
 Areas C, D and E: 1,75c per hour;

The allowance shall be paid weekly together with the employee's other remuneration.

(b) **Contributions:** Every employer shall, contribute to the Building Industry Sick Benefit Fund the following amounts in respect of every employee for whom wages are laid down in subclause (1) (i), (ii), (ix) and (xi) (a), (b), (c) and (d), every week:

Area A: R5,60 per week;
 Areas B, C, D and E: R1,80 per week.

and every employer shall, contribute to the Building Industry Sick Benefit Fund the following amounts in respect of every employee for whom wages are laid down in subclause (1) (iii), (iv), (v), (vi) and (xi) (e) and (f), every week:

Area A: R4,00 per week;
 Area B: R0,90 per week;
 Areas C, D and E: R0,70 per week;

An employer shall be entitled to deduct the amount paid to the Building Industry Sick Benefit Fund from the remuneration of the employee in respect of whom payment was made.

ANNEXURE D

BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE)

CLAUSE 14 (6)—PENSION AND PROVIDENT FUNDS—ALLOWANCE AND CONTRIBUTION

(i) **Allowances:** In addition to any other remuneration payable to which an employee may be entitled to, every employer in Area B shall in respect of the undermentioned employees in his employ pay an allowance as specified below in respect of every hour worked (excluding overtime): Provided that the said allowance shall be paid for not more than 45 hours in any one week:

Category of employee	Per hour
(a) Construction worker level A.....	,90
(b) Construction worker level B:	
Grade A: Journeymen in all other trades.....	,82
Grade A: Journeymen in painting and glazing.....	,70
Journeymen in other trades.....	,68
(c) Construction worker level C.....	,50
Machine minders and sawyers and mechanical handling equipment drivers.....	,55
(d) Construction worker level D.....	,46
(e) Construction worker level E.....	,41
(f) Special category employees:	
Driver with Code 09 licence.....	,50
Watchman.....	,41
(g) Employees engaged in electrical installation which includes electrical fitting and wiring and operations incidental thereto:	
(i) Master installation electrician.....	,90
(ii) installation electrician.....	,82
(iii) electrical tester for single phase.....	,66
(iv) electrical journeyman (unlicensed).....	,66
(v) electrical operator.....	,48
(vi) electrical general employee.....	,41

(ii) **Contributions:** Every employer in Area B shall pay to the Council in respect of the undermentioned employees in his employ who have worked 27 ordinary hours of work, in any week, in accordance with the procedure referred to in clause 14 (6) (d), the following amounts:

Category of employee	Per week R
(a) Construction worker level A.....	67,54
(b) Construction worker level B:	
Grade A Journeymen in all other trades.....	61,43
Grade A Journeymen in painting and glazing.....	52,79
Journeymen in other trades.....	50,72
(c) Construction worker level C.....	37,80
Machine minders and sawyers and mechanical handling equipment drivers.....	40,95
(d) Construction worker level D.....	34,71
(e) Construction worker level E.....	30,87
(f) Special category employees:	
Driver with Code 09 licence.....	37,80
Watchman.....	30,80
(g) Employees engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto:	
(i) Master installation electrician.....	67,54
(ii) installation electrician.....	61,43
(iii) electrical tester for single phase.....	49,14
(iv) electrical journeyman (unlicensed).....	49,14
(v) electrical operator.....	36,16
(vi) electrical general employee.....	30,87

Signed at Port Elizabeth on this 20th day of November 1997.

G. B. STEELE

East Cape Master Builders' and Allied Industries Association

B. G. THOMPSON

Electrical Contracting & Allied Industries Association (Eastern Cape)

E. PLAATJIES

Construction and Allied Workers' Union

M. MTAMZELI

Amalgamated Union of Building Trade Workers of South Africa

[being the parties to the Building Industry Bargaining Council (Southern and Eastern Cape)], in the presence of V. H. Le Roux.

V. H. LE ROUX

General Secretary

No. R. 245

20 Februarie 1998

WET OP ARBEIDSVERHOUDINGE, 1995

**BOUNYWERHEID BEDINGINGSRAAD (SUID- EN OOS-KAAP): UITBREIDING VAN
KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Bounywerheid Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in die Bounywerheid, met ingang van 1 Maart 1998 en vir die tydperk wat op 28 Februarie 2001 eindig.

T. T. MBOWENI

Minister van Arbeid

SKEDULE

BOUNYWERHEID BEDINGINGSRAAD (SUID- EN OOS-KAAP)

KOLLEKTIEWE OOREENKOMS

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

East Cape Master Builders' and Allied Industries Association

Electrical Contracting and Allied Industries' Association (Eastern Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

en

Construction and Allied Workers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant, wat die partye is by die Bounywerheid Bedingingsraad (Suid- en Oos-Kaap).

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1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bou- en Houtnywerheid nagekom word—

- (a) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakbonde;
- (b) in die landdrostdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai, Oudtshoorn, Port Elizabeth, Queenstown (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1904 van 30 Augustus 1985 binne die landdrostdistrik Stockenström geval het), Riversdale, Uitenhage, Uniondale, en die gedeelte van die landdrostdistrik Hankey wat voor 1 November 1963 binne die landdrostdistrik Port Elizabeth geval het, maar uitgesonderd die gedeelte van die landdrostdistrik Port Elizabeth wat voor die publikasie van Goewermentskennisgewing No. 1974 van 26 September 1980 binne die landdrostdistrik Hankey geval het.

- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—
- (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie;
 - (b) kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met daardie Wet of met voorwaardes wat daarkragtens gestel is nie.
- (3) Ondanks subklousule (1) (a) is die bepalings van hierdie Ooreenkoms nie van toepassing nie op—
- (a) klerke en administratiewe personeel, uitgesluit terrein-magasynmeesters;
 - (b) universiteitstudente en gegradueerdes in die bouwetenskap, en op konstruksietoesighouers, konstruksie-opmeters en ander persone wat besig is met praktiese werk ter voltooiing van hulle akademiese opleiding;
 - (c) tydelike werknemers soos omskryf deur die Wet op Basiese Diensvoorwaardes, 1983;
 - (d) nie-partye ten opsigte van klousules 1 (1) (a), 2, 26, 33, 35 (10) en 39.

2. GELDIGHEDSDUUR 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 van Arbeid weier om die Ooreenkoms tot nie-partye uit te brei en die Ooreenkoms moet drie jaar na sodanige datum bindend bly.

3. NYWERHEIDSOPTREDE

Geen persoon wat gebind is deur hierdie kollektiewe Ooreenkoms wat die partye aangegaan het, mag vir die duur van die Ooreenkoms betrokke raak by of deelneem aan 'n staking of uitsluiting nie, of in optrede ter bevordering van 'n staking of uitsluiting ten opsigte van enige aangeleentheid wat by hierdie Ooreenkoms gereël word.

4. VLAKKE VAN BEDINGING

Die Raad is die forum waar daar oor alle aangeleenthede aangaande hierdie Ooreenkoms beding moet word.

5. WOORDOMSKRYWINGS

Alle uitdrukkings in hierdie Ooreenkoms gebesig en wat in die Wet op Arbeidsverhoudinge, 1995, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1995;

“**ondergeskikte ambagte**” die gedeeltes van aangewese ambagte soos deur die Raad bepaal;

“**vakleerling**” 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekragopleiding, 1981 geregistreer is;

“**Gebied A**” die landdrostdistrik Port Elizabeth en Uitenhage en daardie gedeelte van die landdrostdistrik Hankey wat voor 1 November 1963 binne die landdrostdistrik Port Elizabeth geval het;

“**Gebied B**” die landdrostdistrikte Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai, Oudtshoorn, Riversdale en Uniondale;

“**Gebied C**” die landdrostdistrikte Alexandria en Bathurst;

“**Gebied D**” die landdrostdistrik Albany;

“**Gebied E**” die landdrostdistrik Queenstown;

“**Bounywerheid**” of “**Nywerheid**”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewer en werknemer met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of die verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat werksaam is in ondergenoemde ambagte, werksaamhede of onderverdelings daarvan, en alle werk wat gepaard gaan met die werksaamhede van 'n werkgewer in verband met die oprigting van 'n gebou met inbegrip van die slooping van geboue:

Asfaltwerk, wat die volgende insluit: Asfaltdak- en vloermateriale, bitumeneus mastikplate of soortgelyke materiale aanbring en die waterdigting van dakoppervlakke, kelders of fondamente met asfaltplate, mastik of asfalt, hetsy deur 'n warm of koue proses;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring, onder toesig, van betonblokke, uitgesonderd die aanbring van inhaakbetonblokke sonder dagha, die beteëling van mure en vloere, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanleg, leiklipwerk en pandekking;

timmerwerk—kyk omskrywing van *houtwerk*;

eletriese installering, wat die volgende insluit: Elektriese montering en bedrading en werksaamhede wat daarmee gepaard gaan;

vloerwerk, wat die volgende insluit: Vloere van hout, komposisiemateriaal, rubber of enige ander materiaal lê en dit skuur, en alle soorte vloerbedekking lê met inbegrip van linoleum, inleglinoleum, malthoid, asfaltteëls of vloerbedekkings met 'n asfaltbasis, kurk, rubber en plastiekkomposisiemateriaal: Met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se vernaamste besigheid in die Kommersiële Distribusiebedryf lê, by hierdie omskrywing uitgesluit moet word wanneer die lê daarvan met die verkoop van sodanige linoleum gepaard gaan en nie 'n deel vorm van die regstreekse koste vir die klant nie;

lakpolitoerwerk, wat politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof insluit;

glaswerk, wat die volgende insluit: Glas sny, inlaat en die voorwerk daaraan verbonde; uitgesonderd die maak van ruit-in-lood- en brandskildervensters;

skrynwerk, wat die volgende insluit: Houtdeure en -venster, dakligte, kaste of enige ander vaste toebehore van hout wat 'n permanente deel van 'n gebou vorm, masjineer en insit, en die vervaardiging van alle skrynwerkartikels, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

beglasing, wat die verwaardiging en/of aanbring van ligte, reklameborde, en die glaswerk wat daarmee in verband staan, insluit;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die meng of bou van vooraf gegiet of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie en die skerpmaak van klipmessaarsgereedskap, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe en boumetaalwerk, die bereiding en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende insluit: Versiering, muurplakwerk, distemperwerk, beitswerk, verniswerk, vlamskildering, marmering, spuitverfwerk, letterskilderwerk, plastiektakstuurreliefwerk, muurversiering;

pleisterwerk, wat die volgende insluit: Boetseerwerk, granoliet- en komposisievloerwerk, die aanbring van kurk, komposisiemuurbedekking en poleerwerk aan vooraf gegiet of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

loodgieterwerk, wat die volgende insluit: Loodlaswerk, bitumenvoegwerk, gasaanleg, sanitêre en huisingenieurswerk, rioolaanlegwerk, loodkalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerin- stallering, die aanbring van asbesbakgeute, kielgeute, dakgeute en geutype, en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

saagherstelwerk, wat die volgende insluit: Skerpmaak- en setwerk, hamerwerk, spanwerk, slukwerk en rolwerk aan alle soorte sirkel-, bandsae en ander saagblaai, met inbegrip van sweissoldeer- of sweiswerk aan bandsae;

uitrus van winkels, kantore en banke, wat die volgende insluit: Die verwaardiging en/of aanbring van winkelfronte, vensterskerms, vertoonkaste, toonbanke, skerm en los en vaste binnetoebehore;

staalwapening op die terrein, wat die volgende insluit: Uitmerk, buig, plaas en aanbring van wapening op die terrein;

staalkonstruksie, wat die volgende insluit: Alle klasse staal- of ander metaalsuile, lêers, staalbalke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak, op die terrein aanbring die grondlaag daarvan verf en dit verf;

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, masjinerie, draaiwerk, kerkwerk, die aanbring van golfyster, klank- en akoestiekmetaal, kurk- en asbesisolasië, houthakspane, asbesplaat, malthoid, dekgras en alle soorte dakbedekking, houtlatwerk, komposisieplafonwerk en muurbedekking, bedekking van houtwerk met metaal, rotdigting, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

"O.R.B.I." die Opleidingsraad vir die Bou-Industrie;

"skoonmaker" 'n werknemer besig met algemene skoonmaakaktiwiteite wat gewoonweg en volgens gebruik in die Bounywerheid gedoen word;

"konstruksiewerk Vlak A"—

'n werknemer wie die vaardigheidstoets geslaag het in 100% van die modules van die taaklys soos bepaal in die vaardighedsregister van die Opleidingsraad vir die Bou-Industrie in enige een van die sewe aangewese ambagte en wie die Nasionale Tegniëse Sertifikaat Deel II (N2) behaal het aan 'n erkende tegniëse kollege en wie die voorgeskrewe vaktoets geslaag het;

'n werknemer wie die kwalifiserende vaktuets geslaag het ingevolge artikels 13 (12), 28 (3) of 30 (b) (c) van die Wet op Mannekrasopleiding, 1981, en wie 'n Nasionale Tegnieke Sertifikaat Deel II (N2) behaal het aan 'n erkende tegnieke kollege.

“konstruksiewerker Vlak B” —

'n werknemer wie die vaardigheidsuets geslaag het in 100% van die modules van die taaklys soos bepaal in die vaardigheidsregister van die O.R.B.I. in enige van die sewe aangewese ambagte; 'n werknemer wie die kwalifiserende vaktuets geslaag het ingevolge artikels 13 (12), 28 (3) of 30 (b) (c) van die Wet op Mannekrasopleiding, 1981;

'n werknemer wie by die Raad geregistreer is as 'n B multi-taak werker en wie 'n gemiddelde van 100% geslaag het van die modules van die taaklys soos bepaal in die vaardigheidsregister van die O.R.B.I. in enige twee of meer van die aangewese ambagte;

'n werknemer wie geregistreer is ingevolge die bepalings van enige vorige ooreenkoms van die Raad, gepubliseer volgens artikel 48 (1) van die Wet op Arbeidsverhoudinge, 1956, as 'n ambagsman, voorman, algemene voorman, Graad A ambagsman of ander ambagsman, Graad A ambagsman of ander ambagsman in skilder- en ruitwerk of Graad A ruitwerker of ander ruitwerker in 'n skrynwerkwinkel.

“konstruksiewerker Vlak C” —

'n werknemer wie 50% van die modules van die taaklys geslaag het soos bepaal in die vaardigheidsregister van die O.R.B.I. en soos ooreengekom tussen homself en sy werkgewer in enige een van die sewe aangewese ambagte;

'n werknemer wie 100% van die modules geslaag het van die taaklys t.o.v. die ondergeskikte ambagte, soos deur die Raad bepaal;

'n werknemer wie by die Raad geregistreer is as 'n Vlak C multi-taak werknemer en wie 'n gemiddeld van 50% van die modules van die taaklys geslaag het, soos bepaal in die vaardigheidsregister van die O.R.B.I. in enige twee of meer van die aangewese ambagte;

'n werknemer wie by die Raad geregistreer is as 'n Vlak C gespesifiseerde vaardigheidswerker en wie 50% van die modules van die taaklys geslaag het in die ambag waarin hy werksaam is, soos bepaal in die vaardigheidsregister van die O.R.B.I.;

'n werknemer wie by die Raad geregistreer is as 'n kraandrywer;

'n werknemer wie geregistreer is ingevolge die bepalings van enige vorige ooreenkoms van die Raad, gepubliseer kragtens artikel 48 (1) van die Wet op Arbeidsverhoudinge, 1956 as 'n: ambagsmansassistent, drywer van 'n meganiese voertuig met 'n loonvrag oor 4 536 kg. (Kode 10-lisensie of hoër), kraanoperateur, masjienoppassers, drywers van meganiese hanteeruitrusting;

“konstruksiewerker Vlak D” —

'n werknemer wie die eerste vyf basiese modules van die taaklys, soos bepaal in die vaardigheidsregister van die O.R.B.I. geslaag het in enige van die sewe aangewese ambagte, plus een vaardigheidsmodule deur die werkgewer genomineer van die taaklys soos bepaal in die vaardigheidsregister van die O.R.B.I. in enige van die sewe aangewese ambagte;

'n werknemer wie by die Raad geregistreer is as 'n Vlak D gespesifiseerde-vaardigheidswerker en wie die eerste vyf basiese modules van die taaklys soos bepaal in die vaardigheidsregister van die O.R.B.I. geslaag het plus een vaardigheidsmodule van die taaklys soos bepaal in die vaardigheidsregister van die O.R.B.I.

'n werknemer wie by die Raad geregistreer is as 'n voorafvervaardigde-betonmuuropgrigter, hyser-oprigter, hyseroperateur, steieroprigter, staalwerker, plaveiselêer, masjienoperateur en terreinstooman;

'n werknemer wie geregistreer is ingevolge die bepalings van enige vorige ooreenkoms van die Raad, soos gepubliseer kragtens artikel 48 (1), van die Wet op Arbeidsverhoudinge, 1956 as 'n: drywer van 'n meganiese voertuig met 'n loonvrag van tot en met 2 722 kg. (Kode 08-lisensie of laer), hyseroperateur of 'n halfgeskoolde werknemer;

“konstruksiewerker Vlak E” 'n werknemer wie nie geregistreer is as 'n vakleerling, skoonmaker, konstruksiewerker vlakke A, B, C of D, spesiale kategorie werknemer en kwekeling-konstruksiewerker B, C of D nie.

“Raad” Bounywerheid Bedingingsraad (Suid- en Oos-Kaap), geregistreer ingevolge artikel 29 van die Wet;

“drywer” 'n werknemer wat 'n motorvoertuig dryf, en in die toepassing van hierdie omskrywing sluit “'n motorvoertuig dryf” alle tydperke in wat daar gedryf word en alle tyd wat 'n drywer aan werk in verband met die voertuig of die vrag bestee en alle tydperke wat daar van hom vereis word om op sy pos te bly, gereed om te dryf; voorts, vir die doeleindes van hierdie Ooreenkoms, word 'n drywer ingedeel in een van die volgende kategorieë:

- (a) Drywers van voertuie waarvoor daar vereis word dat die drywer in besit van 'n Kode 10-lisensie of hoër moet wees;
- (b) drywers van voertuie waarvoor daar vereis word dat die drywer in besit van 'n Kode 09-lisensie moet wees;
- (c) drywers van voertuie waarvoor daar vereis word dat die drywer in besit van 'n Kode 08- of laer lisensie moet wees;

"elektriese algemene werknemer" 'n werknemer wat op sodanige vlak werk en wie se formele opleiding deur die werkgever voorsien moet word en wat die nodige gereedskap mag gebruik om die volgende take te verrig:

- (a) Die oplaai en aflaai van materiaal en goedere;
- (b) die grawe van gate en slote, die plant van pale en die lê van kables in slote;
- (c) die skoonmaak van kantoor- en werkswinkeloppervlakke en van voertuie en toerusting;
- (d) die voorberei van verversings;
- (e) die uitgroef en sny van mure en betonvloere vir leipype, met inbegrip van die gebruik van masjiengereedskap;
- (f) die stroop van oortollige installasies en gepaardgaande toerusting waarvan die toevoerkables verwyder is;
- (g) die afsluit van leipype;
- (h) die meet en sny van leipype en skroefdraad, en die ruim en vasskroef daarvan;
- (i) die aanheg aan leipype, lê leipypbybehore en bakke;
- (j) die installering en heg van draadleidings, uitgesonderd oppervlakinstallasies;
- (k) die oppervlakinstallering van gepantserde en ongepantserde kabel, uitgesonderd die aansluiting daarvan;
- (l) die installering van deurtrekdrade in hulse, draadleidings, ens.;
- (m) die aansit van PVC-kables van afdigstukke, uitgesonderd enige afdigstukke wat epoksie- of soortgelyke vulsel vereis;
- (n) die bediening van 'n slootgraafmasjien;
- (o) die lê van kables in slote, leidings en rakke, met inbegrip van die vasmaak van sodanige kables;
- (p) assitering van enige kategorie hoërgeskoolde vakmanne, met inbegrip van kwekelinge, vakleerlinge en elektriese operateurs, maar nie die individuele verrigting van werk nie, uitgesonderd soos uiteengesit in (a) tot (o) hierbo.

"elektriese ambagsman (ongelisensieerd)" 'n werknemer wat enige of al die volgende take verrig en die gereedskap wat daarvoor benodig word, mag gebruik: Met dien verstande dat sodanige take verrig word slegs by nuwe installasies en/of opknapping van strukture of geboue waarvan die krag van die hooftoevoer afgesluit is, en welke take onder toesig van 'n meester-installasie-elektrisiën of installasie-elektrisiën uitgevoer word:

- (a) Die bedrading en montering van verdeelborde;
- (b) die installering en aansluiting van verdeelborde;
- (c) die span van klampbedrading;
- (d) die voorsiening van volledige pypwerk en bedrading van installasies, uitgesonderd die aansluiting by kragtoevoer;
- (e) die verrigting van eenvoudige boog- en gassweiswerk;
- (f) die verrigting waar nodig, van die werk van 'n elektriese operateur en/of algemene werknemer;
- (g) die assitering van enige kategorie hoërgeskoolde vakman.

"elektriese operateur" 'n werknemer wat enigeen of al die volgende klasse werk verrig, naamlik:

- (a) die installering en heging van leipype, draadleidings en bybehore;
- (b) die installering van gepantserde en ongepantserde kabel;
- (c) die aanbring van PVC-kables van afdigstukke, uitgesonderd afdigstukke wat epoksie of soortgelyke vulsel vereis;
- (d) die bediening van 'n slootgraafmasjien, met inbegrip van die gebruik van masjiengereedskap;
- (e) die lê van kables in slote, leidings en rakke, met inbegrip van die vasmaak van sodanige kables;
- (f) die verrigting van klampwerk met inbegrip van die plaas van drade in klampe, maar nie spanwerk nie;
- (g) die plaas of trek van geleiers in leipype en draadleidings: Met dien verstande dat die grootte van elke geleier hoogstens 16 mm² is;
- (h) die installering en vassit van lighede, met inbegrip van die aansluiting daarvan;
- (i) die installering van ligskakelaars, kontakskakke, isoleerders en bybehore van soortgelyke aard, met inbegrip van die aansluiting daarvan;
- (j) die verrigting van die werk van 'n algemene werknemer of die verlening van bystand aan enige kategorie hoërgeskoolde vakman;
- (k) installering van gesistematiseerde elektriese installasies en/of nuwigheidselektriese installasies soos tweeling- en aardgeleiers, bedradingstuigstelsels, ens. met inbegrip van die aansluiting van die bybehore daarvan: Met dien verstande dat sodanige werknemers nie die verdeelbord mag aansluit nie;
- (l) toesighou oor algemene werknemers;

"elektriese toetse vir enkelfase" 'n werknemer wat ingevolge regulasie 9 van die Elektriese Installasies Regulasies van die Wet op Beroepsgesondheid en -Veiligheid, 1993, as 'n elektriese toetser vir enkelfase geregistreer is en wat deur die hoofinspekteur goedgekeur is vir die verifiëring en sertifisering van die konstruksie, toetsing en inspeksie van elektriese installasies wat deur 'n enkelfase-elektrisiteitstoevoer voorsien word;

"voorman" 'n werknemer wie by die Raad geregistreer is as 'n konstruksiewerker vlak A of B, en wie—

- (a) in 'n toesighoudende hoedanigheid optree maar wat ook die werk van 'n konstruksiewerker vlak A of B kan doen;
- (b) werk uitdeel aan die ander werknemers onder sy beheer en toesig;
- (c) dissipline handhaaf;
- (d) regstreeks aan werkgever of sy gemagtigde verteenwoordiger of die algemene voorman verantwoordelik is vir doeltreffendheid en produksie op die terrein;

"algemene voorman" 'n werknemer wie by die Raad geregistreer is as 'n konstruksiewerker vlak A of B of wie hoër kwalifikasies verwerf het as 'n konstruksiewerker vlak A of B wat deur die Raad aanvaar word, en wie se pligte onder andere al of enige van die volgende insluit:

- (a) Toesighouding;
- (b) hantering van 'n kontrak of kontrakte;
- (c) handhawing van dissipline;
- (d) verantwoordelikheid aan die werkgever vir doeltreffendheid en produksie op die terrein(e);
- (e) verrigting van die werk van 'n konstruksiewerker vlak A of B, hetsy in 'n hoedanigheid van instrukteur of andersins;

"nywerheidsopptrede" enige opptrede beoog ingevolge die omskrywing van "staking" of "uitsluiting" in die Wet;

"installasie-elektrisiën" 'n werknemer wat ingevolge regulasie 9 van die Elektriese Installasie Regulasies van die Wet op Beroepsgesondheid en -Veiligheid as 'n installasie-elektrisiën geregistreer is en wat deur die hoofinspekteur goedgekeur is vir die verifiëring en sertifisering van die konstruksie, toetsing en inspeksie van elektriese installasies, uitgesonderd gespesialiseerde elektriese installasies: Met dien verstande dat hierdie uitsluiting op 1 Julie 1994 van krag geword het;

"loswerk" werk wat hoogstens drie werkdade duur;

"slegs-arbeid"-kontraakteur 'n persoon, maatskappy, vennootskap of beslote korporasie wat ooreenkomstig klousule 9 by die Raad geregistreer is en wat 'n slegs-arbeid-kontrak onderneem;

"slegs-arbeid"-kontrak 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n werkgever onderneem om werk te doen en vir dié werk betaal te word slegs vir die verskaffing van sy eie arbeid, ingesluit die arbeid van sy werknemers, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

"gewone werkure" die werkure in klousule 12 vasgestel;

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werkure soos vasgestel in klousule 12.

"kragaangedrewe-masjienbediener" 'n persoon wat kragaangedrewe masjinerie bedien, en vir die doeleindes van hierdie Ooreenkoms word 'n kragaangedrewe-masjienbediener geklassifiseer in een van die volgende kategorieë:

- (a) Bedieners van masjinerie wat van die bediener vereis dat hy in besit moet wees van 'n Kode 10-lisensie of hoër;
- (b) bedieners van masjinerie wat van die bediener vereis dat hy in besit moet wees van 'n Kode 09-lisensie;
- (c) bedieners van masjinerie wat van die bediener vereis dat hy in besit moet wees van 'n Kode 08-lisensie;

"besoldiging" enige betaling in kontant aan enige persoon gemaak of aan hom verskuldig vir diens gelewer en wat, sonder om die gewone betekenis daarvan te beperk, alle toelaes en bydraes waarvoor in hierdie Ooreenkoms voorsiening gemaak word; en het **"besoldig"** 'n ooreenstemmende betekenis;

"Sekretaris" of **"Hoofsekretaris"** die Sekretaris van die Raad, en omvat dit 'n beamppte wat deur die Raad benoem word om namens die Sekretaris op te tree;

"terrein-magasynmeester" 'n werknemer wat in bevel is van die magasyn en wat enigeen van, of al die volgende pligte verrig:

- (a) Die beheer van alle voorraad;
- (b) die tel, nagaan en vergelyking met rekvisities van alle inkomende materiaal, gereedskap en masjinerie en die optekening daarvan in die magasynregister of elders;
- (c) die lewering van goedere, materiaal en toerusting aan die terreinvoorman;
- (d) nagaan van goedere, materiaal, toerusting en terreinmasjinerie om te verseker dat dit in 'n goeie toestand is;
- (e) beheer van alle gereedskap;
- (f) beheer van steiertoeersting en masjinerie;
- (g) instandhouding van magasyn in 'n skoon en netjiese toestand;

“spesiale kategorieë werknemer” ’n werknemer wat by die Raad geregistreer is as ’n drywer waarvoor daar vereis word dat die drywer in besit van ’n Kode 09-lisensie moet wees, en ’n wag;

“spesiale spaarseëlbydrae” die amptelike bydrae in klousule 27 (5) vermeld;

“seëlbydrae” die amptelike seëlbydrae in klousule 18 vermeld;

“bouwerk” ook mure, grensmure van steen of beton, keermure en monumente, uitgesonderd grafstene en begraafplaas-gedenktekens;

“Houtnywerheid” daardie gedeelte van die Bounywerheid waarin enigeen van die werksaamhede omskryf in hierdie Ooreenkoms verrig word benewens die gesamentlike onderneming van skrynwerkvervaardiging, met inbegrip van die uitrus van winkels, kantore en banke, en omvat dit alle werk uitgevoer of verrig deur persone daarin wat in ambagte, werksaamhede of onderafdelings daarvan werksaam is, soos bedoel in die omskrywing van “Bounywerheid” in hierdie klousule en alle werk wat gepaard gaan met die werksaamhede van ’n werkgewer in verband daarmee;

“gereedskap” ’n behoorlike houer wettiglik in die besit van ’n werknemer wat gebruik word net vir die berging van sy gereedskap, wat gemaak is van hout, metaal of ’n kombinasie daarvan en/of ander geskikte materiaal wat deur die Raad goedgekeur is en wat in sy geheel so gemaak is dat dit te alle tye plek verskaf vir die veilige bewaring van sy gereedskap;

“kwekeling-konstruksiewerker vlak B” ’n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 21 van die Ooreenkoms by die Raad geregistreer en wat terrein- en geïnternaliseerde opleiding ontvang ingevolge die Bedingsraad en die Opleidingsraad vir die Bou-Industrie se bevoegdheidsgebaseerde modulêre opleidingsprogram, in enige van die sewe erkende aangewese ambagte;

“kwekeling-konstruksiewerker vlak C” ’n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 21 van die Ooreenkoms by die Raad geregistreer, en wat terrein- en geïnternaliseerde opleiding ontvang ingevolge die Bedingsraad en die Opleidingsraad vir die Bou-Industrie se bevoegdheidsgebaseerde modulêre opleidingsprogram, in gespesifiseerde vaardighede, in enige van die sewe erkende aangewese ambagte of toepaslike aanvullende ambagte;

“kwekeling-konstruksiewerker vlak D” ’n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 21 van hierdie Ooreenkoms by die Raad geregistreer, en wat terrein- en geïnternaliseerde opleiding ontvang ingevolge die Bedingsraad en die Opleidingsraad vir die Bou-Industrie se bevoegdheidsgebaseerde modulêre opleidingsprogram, in ten minste vyf basiese modules, soos bepaal deur die Opleidingsraad vir die Bou-Industrie se opleidingsprogram asook een vaardighedsmodule (deur die werkgewer genomineer) vanuit enige een van die sewe erkende aangewese ambagte of neergelegde aanvullende ambagte.

“loon” die gedeelte van die besoldiging wat ingevolge klousule 14 (1) in die vorm van geld aan die werknemer betaal is ten opsigte van die gewone werkure soos vasgestel in klousule 12: Met dien verstande dat as ’n werkgewer ’n werknemer gereeld ten opsigte van sodanige gewone werkure ’n hoër bedrag betaal as dié wat in klousule 14 (1) vasgestel word, dit sodanige hoër bedrag beteken;

“wag” ’n werknemer wat persele patroleer en eiendom bewaak;

“week” van Maandag tot Vrydag;

“werkdag” enige dag, uitgesonderd Saterdag, Sondag, enige openbare vakansiedag voorgeskryf in die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994), en enige ander dag kragtens artikel 2A van die Wet op Openbare Vakansiedae, 1994, tot ’n betaalde openbare vakansiedag verklaar en enige dag uitgesonderd die jaarlikse verloftydperk kragtens klousule 13 van hierdie Ooreenkoms, ten opsigte van die gewone werkure by klousule 12 van hierdie Ooreenkoms vasgestel.

6. REGISTRASIE VAN WERKNEMERS

(1) Elke werkgewer moet binne ’n tydperk van sewe dae vanaf die datum van indiensneming van ’n werknemer, sodanige werknemer by die Raad registreer.

(2) Die Raad kan aan elke geregistreerde werknemer ’n registrasiekaart van die Bedingsraad uitreik en die werknemer moet sodanige kaart ten alle tye, terwyl hy in die Bounywerheid werk, hou.

(3) Die Raad moet die aanvanklike koste van die registrasiekaart betaal, maar die werknemer is verantwoordelik vir die koste van die vervanging van enige verlore registrasiekaart.

(4) Elke werknemer moet bewys lewer van sy kwalifikasies, wanneer van toepassing, alvorens hy geregistreer kan word in verskillende konstruksiewerker vlakke A, B, C en D.

(5) Die Sekretaris van die Raad moet ’n numeriese register byhou van al die registrasienommers uitgereik aan werknemers.

7. BEÏNDIGING VAN DIENSKONTRAK

(a) ’n Werkgewer of werknemer wat van voorneme is om ’n dienskontrak te beëindig, moet die ander party ten minste twee werksdae kennis gee gedurende die eerste ses maande diens en ten minste vyf werksdae daarna.

(b) Ondanks die bepalinge van paragraaf (a) is enige party daarop geregtig om die dienskontrak sonder kennisgewing te beëindig deur betaling in plaas van die voorgeskrewe kennisgewingtydperk.

(c) In die geval waar 'n werknemer dros, of nie die voorgeskrewe betaling in plaas van die kennisgewingtydperk maak nie, en waar die werkgever dit kan bewys, is die werkgever daarop geregtig om die Raad te versoek om die toepaslike kennisgewing-tydperkbetaling te verhaal uit enige gelde aan die werknemer verskuldig ingevolge die Vakansiefonds van die Bounywerheid, Oos-Kaap.

(d) Niks in hierdie klousule tas die reg van 'n werkgever of werknemer aan om die dienskontrak om 'n regsgeldige rede sonder kennisgewing, te beëindig nie.

(e) 'n Dienskontrak word outomaties beëindig as 'n werknemer sonder die werkgever se toestemming vir meer as vyf agtereenvolgende werksdae afwesig is, tensy die werknemer afwesig is as gevolg van omstandighede buite sy beheer.

(f) Geen werkgever mag as 'n dissiplinêre maatreeël 'n werknemer eensydig vir enige tydperk uit die werk skors nie.

(g) Geen werknemer mag werk verrig of werk aanvaar vir besoldiging sonder die skriftelike toestemming van sy werkgever nie.

Opmerking: Werkgevers moet kennis neem van die "Goeie Praktykskode: Ontslag" soos gepubliseer in Bylae 8 van die Wet.

8. PERSONEELAFLEGGING

(1) (a) 'n Werkgever wat beoog om personeel af te lê, moet nie later nie as tien werksdae voor die beoogde datum van kennis om die die werknemer se dienste te beëindig, aan die betrokke vakbond waarvan, volgens sy kennis, die moontlike afleggingskandidate lede is, die volgende inligting skriftelik gee:

- (i) Die aantal werknemers wat afgelê mag word, tesame met hulle name, dienstydperk, die Raad se registrasienommers en werkskategorie;
- (ii) die beoogde datum van aflegging;
- (iii) die redes vir die beoogde aflegging, insluitende alle opsies wat die werkgever oorweeg het om die afleggings te vermy asook die redes waarom hulle nie aanvaar is nie;
- (iv) die beoogde siftingskriteria ten opsigte van die persone wat afgelê moet word;
- (v) die beoogde datum van oorlegpleging met die vakbond(e) en/of werknemer(s) wat moontlik geraak sal word;
- (vi) die beoogde afleggingsbetaling; en
- (vii) die werkgever se voorstelle ten opsigte van bystand aan die afgelegdes, wat die moontlikheid van herindiensneming insluit.

(b) In die geval waar 'n werknemer wat moontlik geraak sal word deur die beoogde afleggings, nie 'n vakbondlid is nie, moet die inligting bedoel in paragraaf (a), regstreeks aan sodanige werknemer verskaf word.

(c) Die vakbond(e) en/of werknemer(s) moet skriftelik reageer binne drie dae van ontvangs van die werkgever se voorstelle op die werkgever se afleggingsvoorstelle, wat al sy/hulle voorstelle ten opsigte van die aflegging moet insluit.

(d) Die werkgever moet poog om deur middel van oorlegpleging konsensus met die vakbond(e) en/of werknemer(s) te bereik ten opsigte van die afleggingsvoorstelle: Met dien verstande dat indien konsensus nie bereik kan word voor die verstryking van die tiendaagse tydperk bedoel in paragraaf (a) nie, die werkgever daarop geregtig is om die werkgever se afleggingsvoorstelle in werking te stel.

(e) Die werkgever is daarop geregtig om die werkgever se afleggingsvoorstelle te enigertyd in werking te laat tree op enige stadium as die vakbond(e) en/of werknemer(s) nie skriftelik reageer of weier en/of in gebrek bly om met die werkgever oorleg te pleeg ooreenkomstig hierdie klousule nie.

(f) 'n Werknemer wat afgelê is ingevolge hierdie klousule, is geregtig op 'n uittreeloon gelyk aan minstens een week se besoldiging vir elke voltooië jaar van aaneenlopende diens by sy werkgever.

(2) Ondanks die bepalings van subklousule (1) moet 'n werkgever ook kennis neem van die bepalings van artikel 189 van die Wet.

9. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever in die Bounywerheid op wie hierdie Ooreenkoms van toepassing is, moet verseker dat hy te alle tye by die Raad geregistreer is.

(2) 'n Werkgever moet by die Raad registreer deur die nodige inligting op die amptelike vorm aan die Raad te verskaf.

(3) Elke werkgever moet die Raad skriftelik in kennis stel van enige verandering in die besonderhede verskaf ten tye van registrasie of wanneer hy werk in die Bounywerheid staak, en wel binne veertien (14) dae na sodanige verandering of staking van werk.

(4) 'n Registrasiesertifikaat onderteken deur die Sekretaris van die Raad, moet aan elke geregistreerde werkgever uitgereik word.

(5) Elke werkgever in die Nywerheid moet 'n waarborg wat vir die Raad aanvaarbaar is verskaf wat altesaam gelyk is aan een week se lone van sy werknemers.

(6) Die waarborg moet onder berusting van die Raad wees, en by insolvensie of likwidasië van die werkgewer se boedel, het die likwidaatour of trustee van die werkgewer, na gelang van die geval, geen reg van watter aard ook al daarop nie.

(7) Die Raad moet, sonder benadeling van ander regte wat hy teen die werkgewer mag hê, die waarborg (op sodanige tye in sodanige bedrae en toebedeel aan sodanige verpligting(e) as waartoe die Raad na goeddunke mag besluit) aanwend ter nakoming van die werkgewer se verpligting(e).

(8) Wanneer die waarborg ontoereikend is om betaling van een week se lone te dek, moet die werkgewer, wanneer die Raad dit versoek, die bedrag van sodanige waarborg verhoog na 'n bedrag wat voldoende is om sodanige betaling te dek. Insgelyks moet die Raad 'n werkgewer toelaat om die bedrag van sodanige waarborg te verminder wanneer 'n vermindering van die geval werknemers wat in diens van die werkgewer is sodanige vermindering regverdig.

(9) Werkgewers kan deur hul werkgewerorganisasies wat partye by die Raad is 'n versekeringspolis uitneem om die dekking te verkry wat in subklousule (5) hiervan beoog word.

(10) As 'n werkgewer die Raad skriftelik in kennis gestel het dat hy opgehou het om in die Nywerheid sake te doen, moet die Raad aan sodanige werkgewer die kontant terugbetaal wat die werkgewer by die Raad gedeponeer het, of die ander dokumente intrek wat dié werkgewer ooreenkomstig hierdie klousule by die Raad ingedien het, na gelang van die geval.

10. SLEGS-ARBEID-KONTRAKTE

(1) Niemand mag as 'n slegs-arbeid-kontrakteur optree nie, tensy hy ingevolge klousule 9 by die Raad as 'n werkgewer geregistreer is nie.

(2) Geen werkgewer mag werk op 'n subkontrakgrondslag aan 'n slegs-arbeid-kontrakteur uitbestee nie, tensy sodanige slegs-arbeid-kontrakteur ingevolge klousule 9 by die Raad as 'n werkgewer geregistreer is, en die onus rus op die werkgewer wat sodanige werk uitbestee om homself daarvan te oortuig dat die betrokke slegs-arbeid-kontrakteur aldus geregistreer is.

(3) Alle werkende werkgewers, direkteure en/of vennote wat as slegs-arbeid-kontrakteurs optree, moet voldoen aan die bepalings van die volgende klousules asof hulle konstruksiewerkers vlakke A of B was: Klousules 14 (1), 22, 23, 27, 28, 29, 30 en 34.

(4) 'n Werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontrakteur wat nie sy eie arbeid emplojeer nie, moet ten opsigte van sodanige slegs-arbeid-kontrakteur voldoen aan die bepalings van die klousules in subklousule (3) genoem, asof so 'n slegs-arbeid-kontrakteur 'n werknemer was.

11. KENNISGEWINGBORDE

Elke werkgewer moet wanneer hy bouwerk verrig wat langer as twee weke duur, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon wat die besigheidsnaam van sodanige werkgewer verstrek: Met dien verstande dat waar meer as een werkgewer op die bouterrein optree, bostaande besonderhede van al die werkgewers op een gesamentlike kennisgewingbord kan verskyn.

12. GEWONE URE VAN WERK

(1) Die gewone werkure wat deur alle werkgewers en werknemers (uitgesonderd wagte) nagekom moet word, sal wees—

(a) 40 uur in enige week, bereken teen hoogstens agt uur per dag, van Maandae tot Vrydae, in Gebiede A, C, D en E; en

(b) 45 uur in enige week, bereken teen hoogstens nege uur per dag, van Maandae tot Vrydae, in Gebied B.

(2) Geen werkgewer kan van 'n werknemer vereis om meer as vyf aaneenlopende ure sonder 'n ruspouse te werk nie.

(3) Geen wag mag verplig of toegelaat word om meer as ses agtereenvolgende dae per week, of meer as 12 uur per dag te werk nie.

(4) 'n Werkgewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk: Met dien verstande dat die bepalings van hierdie subklousule nie van toepassing sal wees ten opsigte van wagte nie.

13. JAARLIKSE VERLOF

(1) Elke werknemer is geregtig op jaarlikse verlof tydens die jaarlikse verloftydperk.

(2) Die jaarlikse verloftydperk is vier kalenderweke, wat 'n aanvang neem op die Vrydag onmiddellik voor 16 Desember, elke jaar.

(3) Ondanks die bepalings van subklousules (1) en (2) kan 'n werkgewer en sy werknemers ooreenkom om 'n maksimum tydperk van twee weke gedurende die jaarlikse verloftydperk te werk teen gewone skaal: Met dien verstande dat geen werk verrig mag word gedurende die weke waarin Kersdag of Nuwejaarsdag val nie.

14. BESOLDIGING

(1) **Minimum loonskaal:** Geen lone wat laer is as wat in Aanhangsel A verskyn mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie.

(2) **Hoër betaling:** Niks verhinder 'n werkgewer om meer as die vasgestelde minimum loonskaal te betaal nie: Met dien verstande dat geen party by hierdie Ooreenkoms of enige werknemer daarop geregtig is om nywerheidsoptrede te gebruik om 'n werkgewer te dwing om meer as die voorgeskrewe minimum loonskaal in hierdie Ooreenkoms te betaal nie.

(3) **Betaling van Vakansiefonds van die Bounywerheid, Oos-Kaap-vakansiefondstoelae, bonustoeleae, vakansiespaarbydrae:** Benewens die minimum loonskaal vasgestel in subklousule (1), moet elke werkgewer die volgende betaal:

- (a) Aan elke klas werknemer in sy diens, moet die werkgewer ten opsigte van die gewone werkure wat elke sodanige werknemer in sy diens gewerk het, 'n vakansiefondstoelae betaal, bereken volgens ondergenoemde formules en gebaseer op die loonskaal vasgestel in subklousule (1), of op die maksimum skaal van die loongroepe deur die Raad bepaal:

Formules

Gebiede A, C, D en E—

$$\frac{WR \times H \times 20}{1\ 920} = \text{uurlikse vakansiefondstoelae}$$

Gebied B—

$$\frac{WR \times H \times 20}{2\ 160} = \text{uurlikse vakansiefondstoelae}$$

Let wel:

1. WR—beteken die loonskaal vasgestel in subklousule (1) of die maksimum skaal van die loongroepe deur die Raad bepaal.
 2. H —beteken die gewone werkure in 'n werkdag vasgestel in klousule 12.
- (b) Benewens die vakansiefondstoelae in paragraaf (a) vasgestel, moet elke werkgewer in Gebied B aan 'n werknemer die volgende bonustoeleae betaal vir die gewone werkure wat sodanige werknemer in sy diens gewerk het:
- (i) werknemers vir wie lone in item (1) (iii), (iv), (v), (vi), (x) en (xi) (e) en (f) van Aanhangsel "A" bepaal word, 'n toelae van 5c per uur; en
 - (ii) werknemer vir wie 'n loon in item (1) (i), (ii) en (xi) (a), (b), (c) en (d) van Aanhangsel "A", bepaal word, 'n toelae van 10c per uur.
- (c) Benewens die vakansiefondstoelae in paragraaf (a) vasgestel, moet elke werkgewer in Gebiede A, C, D en E aan 'n werknemer die volgende vakansiespaarbydrae betaal vir die gewone werkure wat sodanige werknemer in sy diens gewerk het:
- (i) in Gebied A 'n bydrae van—
werknemers vir wie lone in item (1) (iv) (uitgesluit 'n drywer in besit van 'n Kode 08-lisensie), (v), (vi) (uitgesluit 'n drywer in besit van 'n Kode 09-lisensie) en (xi) (e) en (f) van Aanhangsel "A" bepaal word, 'n bydrae van 3c per uur;
 - (ii) werknemers vir wie lone in item (1), (iii), (xi) (c) en (d) van Aanhangsel "A" bepaal word, sowel as aan drywers in besit van 'n Kode 08 of Kode 09-lisensie, 'n bydrae van 4c per uur;
 - (iii) werknemers vir wie lone in item (1) (i), (ii) en (xi) (a) en (b) van Aanhangsel "A" bepaal word, 'n bydrae van 6c per uur.
 - (iv) in Gebiede C, D en E 'n uurlikse bydrae van $2\frac{1}{2}c$ ten opsigte van werknemers vir wie lone in item (1) (i), (ii), (iii), (iv), (v), (vi) en (xi) (a), (b), (c), (d), (e) en (f) van Aanhangsel "A" bepaal word, en elke werkgewer moet 'n bedrag van $2\frac{1}{2}c$ van elke werknemer se besoldiging aftrek en die bedrag tesame met die bydrae deur die werkgewer betaal aan die Sekretaris van die Raad betaal elke week.
- (d) Die bepalinge van paragraaf (f) is nie van toepassing op werknemers in Gebiede A, C, D en E wat minder as 24 gewone werkure en in Gebied B wat minder as 27 gewone werkure in 'n bepaalde week gewerk het nie. Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die betaling in daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week vir minstens 24 of 27 uur in diens was.
- (e) In die geval van werknemers in paragraaf (d) bedoel, moet die bedrae vasgestel in paragrawe (a), (b) en (c) op dieselfde wyse en op dieselfde tyd as sodanige ander besoldiging in kontant betaal word.
- (f) 'n Werkgewer moet op elke betaaldag die totale bedrag aan vakansiefondstoelae bereken volgens paragraaf (a) en aan bonustoeleae bereken volgens paragraaf (b) en aan vakansiespaarbydrae bereken volgens paragraaf (c), ten opsigte van al die gewone werkure wat die werknemers gewerk het, tesame met die werknemer se bydrae, waar van toepassing, aftrek van die besoldiging verskuldig aan sy werknemers, en moet sodanige bedrae elke week aan die Sekretaris van die Raad oorbetal. Die bedrae maak deel uit van die gekonsolideerde seëlbydrae waarna verwys word in klousule 18. Die Sekretaris moet die bedrae in die Vakansiefonds van die Bounywerheid, Oos-Kaap stort.

- (g) Elke werkgewer moet aan elke vakleerling, skoonmaker en wag in sy diens ten opsigte van die voorgeskrewe jaarlikse verloftydperk 'n bedrag betaal wat gelyk is aan die besoldiging wat hulle sou ontvang het as hulle gedurende sodanige verloftydperk gewerk het: Met dien verstande dat in die geval van 'n vakleerling, skoonmaker en wag wie se dienskontrak beëindig word voor die laaste betaaldag voor die aanvang van die vakansietydperk, die werkgewer aan sodanige vakleerling, skoonmaker en wag 'n bedrag van minstens een vyfde van die weekloon moet betaal vir elke voltooide maand diens by hom gedurende die jaar wat sodanige vakansie voorafgaan.
- (4) **Betaling van Mediese Bystandfonds van die Bounywerheid, Oos-Kaap—toelae en bydrae, Gebied A alleenlik:**
- (a) (i) en (ii) **Toelaes:** Verwys na **Aanhangsel B** vir die toelae wat deur die werkgewer betaal moet word.
 - (b) (i) en (ii) **Bydraes:** Vir die bydraes wat aan die Fonds betaal moet word en die bedrag wat die werkgewer mag aftrek ingevolge paragrawe (a) (i) en (ii), verwys na **Aanhangsel B**.
 - (c) Geen betaling moet betaal word vir 'n werknemer wat minder as 24 gewone werkure in 'n bepaalde week gewerk het nie. Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die betaling in daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week vir minstens 24 uur diens was.
 - (d) Die bedrae waarna verwys word in paragrawe (b) (i) en (ii) sal deel uitmaak van die gekonsolideerde seëlbydrae waarna verwys word in klousule 18.
- (5) **Betaling van Siektebystandfonds vir die Bounywerheid—toelae en bydrae—Gebiede A, B, C, D en E.**
- (a) **Toelaes:** Verwys na **Aanhangsel A** vir die toelaes wat deur die werkgewer betaal moet word.
 - (b) **Bydraes:** Vir die bydraes wat aan die Fonds betaal moet word en die aftrekkings wat die werkgewer geregtig is om af te trek, verwys na **Aanhangsel B**.
 - (c) Geen betaling moet deur 'n werkgewer gemaak word vir werknemers in Gebiede A, C, D en E wat minder as 24 gewone werkure en in Gebied B wat minder as 27 gewone werkure in 'n bepaalde week gewerk het nie. Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die betaling in daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week vir minstens 24 of 27 uur in diens was.
 - (d) Die bedrae waarna verwys word in paragraaf (b) sal deel uitmaak van die gekonsolideerde seëlbydrae waarna verwys word in klousule 18.
- (6) **Betaling van Pensioen- en Lewensversekeringskema vir die Bounywerheid (Suid- en Oos-Kaap) en die Voorsorgfonds vir die Bounywerheid (Suid- en Oos-Kaap)—toelae en bydrae:**
- Gebiede A, B, C, D en E:
- (a) (i) **Toelaes:** Vir die toelaes wat aan werknemers betaal moet word in Gebied B, verwys na **Aanhangsel D**
 - (ii) **Bydraes:** Vir die bydraes wat aan die Fonds betaal moet word en die aftrekkings wat die werkgewer geregtig is om af te trek, verwys na **Aanhangsel D**.
 - (b) Benewens die besoldiging waarop 'n werknemer geregtig is, moet elke werkgewer in Gebiede A, C, D en E die volgende betaal: Aan elke klas werknemer in sy diens, moet die werkgewer ten opsigte van die gewone werkure wat elke sodanige werknemer in sy diens gewerk het, 'n pensioenfondstoelae betaal, bereken volgens ondergenoemde formules, gebaseer op die loonskaal vasgestel by subklousule 14 (1), of die maksimum skaal van die loongroepe deur die Raad bepaal:

Formules

$WR \times PPC \times H$ = totale weeklikse pensioen- of voorsorgfondsbydrae

$\frac{TWC \times 60\%}{H}$ (persent) = uurlikse pensioen- of voorsorgfondstoelae

Opmerkings:

1. WR beteken die loonskaal vasgestel in subklousule (1) of die maksimum skaal van die loongroepe deur die Raad bepaal.
 2. PPC beteken die persentasie pensioen- of voorsorgfondsbydrae van die werknemer se loon deur die Raad bepaal.
 3. H beteken die ure per week vasgestel by klousule 12.
 4. TWC beteken die totale weeklikse pensioen- voorsorgfondsbydrae.
- (c) 'n Werkgewer moet ten opsigte van elke werknemer in sy diens in Gebiede A, C, D en E wie 24 gewone werkure en in Gebied B 27 gewone werkure in 'n bepaalde week gewerk het ooreenkomstig die prosedure bepaal in paragraaf (d) hiervan, die weeklikse pensioenfonds en voorsorgfonds bydraes aan die Raad betaal.

- (d) 'n Werkgewer is daarop geregtig om elke week die bydraes wat ingevolge paragrawe (a) (ii) en (b) vasgestel is van die werknemer se besoldiging af te trek: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, die bedrag afgetrek mag word slegs deur die werkgewer by wie hy die eerste gedurende die week vir minstens 24 of 27 uur in diens was.
- (e) Die bydraes waarna verwys word in paragrawe (a) (ii) en (b) sal deel uitmaak van die gekonsolideerde seëlbydrae waarna verwys word in klousule 18.

(7) **Oortydbetaling:** 'n Werknemer van wie vereis word om enige tyd buite die ure vasgestel in klousule 12 van hierdie Ooreenkoms te werk, moet soos volg betaal word:

- (a) In Gebiede A, C, D en E: Behoudens die bepalinge van paragraaf (e), teen een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur vir die eerste vyf uur oortyd gewerk van Maandag tot Vrydag: Met dien verstande dat, 'n werknemer teen oortydtariewe waarna in hierdie paragraaf verwys word, betaal word slegs nadat hy 43 uur van Maandag tot Vrydag gewerk het.
- (b) In Gebied B: Behoudens die bepalinge van paragraaf (e), teen een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur vir die eerste vyf uur oortyd gewerk van Maandag tot Vrydag.
- (c) In Gebiede A, B, C, D en E: Teen een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur meer oortyd gewerk as die eerste vyf uur per week van Maandag tot Vrydag en vir die hele tyd op Saterdag gewerk; en
- (d) In Gebiede A, B, C, D en E: Teen dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk op Sondae en enige verpligte vakansiedag soos voorgeskryf in die Wet op Openbare Vakansiedae, 1994, of enige ander dag wat as 'n betaalde openbare vakansiedag verklaar is ingevolge artikel 2A van die Wet op Openbare Vakansiedae, 1994.
- (e) Ondanks die bepalinge van paragraaf (paragrawe) (a), (b), (c) en (d), as 'n werknemer in 'n bepaalde week gedurende een van of al die werksdae van sy werk afwesig is, kan die gewone ure wat hy nie gewerk het nie van die ure wat hy oortyd gewerk het, afgetrek word, en vir die ure wat aldus afgetrek is, kan hy teen sy gewone loon betaal word: Met dien verstande dat:
 - (i) waar 'n werknemer met die toestemming van sy werkgewer of weens siekte of omstandighede buite sy beheer van sy werk afwesig is, hierdie paragraaf nie van toepassing is nie, en in só 'n geval moet hy vir die ure wat hy oortyd gewerk het, betaal word volgens die oortydskaal wat van toepassing is op die ure wat hy oortyd gewerk het: Met dien verstande dat 'n werkgewer van die werknemer 'n mediese sertifikaat kan vereis as bewys van die oorsaak van sy afwesigheid; en
 - (ii) 'n werknemer wat hom veronreg voel vanweë die toepassing op hom van paragraaf (i), kan by die Raad appelleer teen die beslissing wat op hom toegepas is, en die Raad kan, na oorweging van die redes wat vir sodanige beslissing voorgelê word, dié beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in só 'n geval gegee behoort te gewees het.
- (f) Hierdie klousule is nie op wagte van toepassing nie.

(8) **Toelaag vir werk op die platteland**

- (1) 'n Werknemer van wie verwag word om te werk op 'n werkplek verwyder van sy normale woonplek ten einde sy pligte uit te voer, en waar sodanige werknemer nie redelikerwys daagliks na sy normale woonplek kan terugkeer nie, sal:
 - (a) indien vervoer nie deur die werkgewer verskaf word nie, sodanige werknemer 'n vervoertoelaag betaal moet word wat gelykstaande moet wees aan die koste van openbare vervoer na en van die werkgewer se plek van besigheid, by die aanvang en beëindiging van die werk;
 - (b) die werkgewer geskikte slaapplek aan sodanige werknemer voorsien in die nabyheid van die werkplek;
 - (c) reistyd na en van die werkplek, waar 'n werknemer redelikerwys kan terugkeer na sy normale woonplek oor naweke en kan terugkeer teen die gewone begintyd op 'n Maandag of 'n Dinsdag, as die Maandag 'n vakansiedag is, sal voor betaal word soos onderling ooreengekom tussen die werkgewer en werknemer: Sodanige betaling mag egter nie minder wees as die uurlikse loon van die werknemer soos vasgestel in subklousule (1) vir enige reistyd bestee buite gewone werkure nie: Geen toelaag sal egter betaalbaar wees indien die naweekreis nie plaasvind nie en geen bedrag sal betaalbaar wees t.o.v. reistyd gedurende sodanige naweke nie;
 - (d) waar 'n werkgewer verkies om vervoer te verskaf in plaas van betaling, moet sodanige vervoer die werkplek verlaat nie later as vyftien (15) minute na die normale sluitingstyd nie, andersins sal sodanige werknemer betaal moet word teen sy normale loonskaal vir enige wagtyd.
- (2) Geen werknemer mag weier om te werk op 'n plek wat so geleë is dat hy nie geredelikerwys daagliks na sy normale woonplek kan terugkeer nie.

- (3) Waar 'n werkgewer werk onderneem in 'n dorp wat nie die dorp is waarin hy voor die aanvang van die werk, sy besigheidsplek gehad het nie, moet sodanige dorp vir die duur van sodanige werk geag word die dorp te wees waarin die werkgewer sy besigheidsplek gehad het voor die aanvang van die werk met betrekking tot 'n werknemer wie in sodanige dorp in diens geneem is.
- (4) Nieteenstaande enigiets wat teenstrydig is met die inhoud van hierdie klousule kan 'n werkgewer en 'n werknemer hul eie billike en regverdige geskrewe ooreenkoms aangaan wanneer sodanige werkplek so geleë is dat die werknemer nie redelikerwys daagliks kan terugkeer na sy normale woonplek nie.
- (5) Enige dispute in verband met die interpretasie, betekenis of bedoeling van enige van die bepalings in hierdie subklousule vervat, wat die werkgewer en werknemer nie onderling kan skik nie, moet na die raad verwys word vir 'n beslissing. Die Raad se beslissing sal finaal en bindend wees op beide werkgewer en werknemer en die Raad sal onder geen verpligting wees om redes vir sodanige beslissing te verstrek nie.

(9) **Gureweerbetaling:** (a) Waar 'n werknemer op enige werkdag vir werk aanmeld op sy gewone begintyd en sy werk word deur die werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein weens gure weer opgeskort, moet hy sy volle besoldiging vir die eerste twee uur van daardie dag betaal word: Met dien verstande dat 'n werknemer op die kontrakterrein moet wag indien hy deur sy werkgewer of sy behoorlike gemagtigde verteenwoordiger op die kontrakterrein versoek word om te wag en met sy werk moet begin as die weerstoestand verbeter en dit vir hom moontlik maak om te werk.

(b) Indien gure weer intree na die eerste twee werkure op enige werkdag en 'n werknemer se werk word deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein opgeskort, moet hy sy volle besoldiging betaal word tot die aanvang van die bedryfsinrigting se gewone etenspouse.

(c) Indien gure weer intree na die einde van die bedryfsinrigting se etenspouse op enige werkdag en 'n werknemer se werk word deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein opgeskort, moet hy sy volle besoldiging vir die hele dag betaal word asof hy al die gewone werkure op daardie dag gewerk het.

(d) Indien 'n werknemer versoek word om hom vir werk aan te meld op 'n Saterdag, Sondag of verpligte vakansiedag met besoldiging en sy werk word deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein weens gure weer opgeskort, moet hy teen die oortydtarief vasgestel in subklousule (7) betaal word vir die eerste twee uur se werk op daardie dag. Die voorbehoudsbepaling van paragraaf (a) is *mutatis mutandis* ten opsigte van hierdie paragraaf van toepassing.

(e) Indien gure weer intree na die eerste twee uur se werk op 'n Saterdag, Sondag, of verpligte vakansiedag met besoldiging en 'n werknemer se werk word deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein opgeskort, moet hy teen die oortydtarief vasgestel in subklousule (7) betaal word tot die tydstop dat sy werk deur sy werkgewer of sy behoorlik gemagtigde verteenwoordiger op die kontrakterrein opgeskort word.

(f) By die toepassing van hierdie subklousule beteken 'gure weer' reën, sterk winde of enige ander ongunstige weerstoestand waarin, volgens die werkgewer of sy behoorlik gemagtigde verteenwoordiger, werk nie verrig kan word nie of waarin dit gevaarlik sou wees om werk te verrig solank sodanige toestand voortduur.

(g) Enige geskille oor die vertolking, betekenis of bedoeling van enige van die bepalings in hierdie subklousule bedoel, wat die werkgewer en die werknemer nie kan skik nie, moet vir beslissing na die Raad verwys word. Die beslissing van die Raad is finaal en bindend vir die werkgewer en die werknemer, en die Raad is nie verplig om redes vir enige beslissing te verstrek nie.

(10) **Betaling vir openbare vakansiedae:** Alle openbare vakansiedae voorgeskryf in die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994), of enige dag kragtens artikel 2A van die Wet op Openbare Vakansiedae, 1994, tot 'n betaalde openbare vakansiedag verklaar is, is verpligte vakansiedae met besoldiging vir alle werknemers en benewens enige ander besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms geregtig is, moet 'n werkgewer 'n werknemer ten opsigte van elkeen van genoemde openbare vakansiedae wat op 'n gewone werkdag val, die besoldiging betaal wat so 'n werknemer op 'n gewone werkdag sou verdien het; sodanige bedrag moet op die eerste betaaldag van die werkgewer na die betrokke openbare vakansiedag betaal word: Met dien verstande dat:

- (i) indien 'n werknemer van sy werk afwesig is op die werkdag onmiddellik voor en/of na die verpligte vakansiedae met besoldiging in hierdie subklousule bedoel, hy nie geregtig is op die betaling in hierdie subklousule bedoel nie: Met dien verstande voorts dat hierdie voorbehoudsbepaling nie van toepassing is nie ten opsigte van 'n werknemer wat in opdrag of op versoek van sy werkgewer van sy werk afwesig is;
- (ii) geen werkgewer enige werknemers onmiddellik voor enige verpligte vakansiedae met besoldiging in hierdie subklousule bedoel, mag verminder ten einde hierdie subklousule te omseil nie.

(11) **Differensiële lone:** 'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in subklousule (1) bepaal word, moet vir al die ure op so 'n dag gewerk teen die hoogste loon besoldig word: Met dien verstande dat wanneer 'n werknemer drie uur of minder op 'n dag die werk van 'n hoër klas werknemer verrig, hy teen die hoër tarief betaal moet word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het. Die bepalings van hierdie subklousule sal nie op kwekeling-konstruksiewerkers vlakke B, C en D van toepassing wees nie.

(12) **Wagtyd:** Wanneer dit weens werkslapte of onvermydelike vertraging in die aflewering van materiaal of om ander redes buite die werkgewer se beheer onmoontlik is om op 'n bepaalde dag aan te hou werk, hoef die werkgewers hul werknemers slegs die volle lone en toelaes te betaal soos in die Ooreenkoms bepaal vir alle tyd bestee aan die werk totdat hulle beveel word om op te hou werk. As 'n werknemer op die gewone begintyd op 'n werkdag homself op die gewone wyse vir diens aanmeld en daar geen werk vir hom is nie, moet hy twee uur se loon betaal word asof hy wel gewerk het, tensy sy werkgewer hom op die vorige werkdag in kennis gestel het dat sy dienste nie op die betrokke dag nodig sou wees nie. Alle werknemers moet twee uur lank op die kontrakterrein wag as die werkgewer, algemene voorman of voorman hulle versoek om dit te doen.

(13) **Behoud van besoldiging:** Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging verminder wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat vir sy klas werk in die Ooreenkoms vasgestel is, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgever vir dieselfde klas werk in diens is.

15. LOONBETALINGSPROSEDURE

(1) **Betaling van lone:** (a) 'n Werknemer moet sy loon ontvang op 'n tyd en plek soos bepaal deur sy werkgever. Met dien verstande dat die betaling gemaak word—

- (i) in weeklikse, twee-weeklikse of maandelikse tussenposes;
- (ii) in kontant, per tjek of deur middel van elektroniese bankoorplasing, soos ooreengekom tussen die werkgever en die werknemer; en
- (iii) nie later as sluitingstyd op die laaste werksdag van elke betaaltydperk nie.

(b) Met die uitsondering van die betaling deur middel van elektroniese bankoorplasing, moet die werknemer se loon aan hom betaal word op die terrein waar hy in diens is, of by die kantoor of werkswinkel van die werkgever.

(c) 'n Werknemer wie se diens beëindig is, moet die toepaslike loon ontvang op of voór die dag van sy diensbeëindiging.

(d) Elke werkgever moet aan elkeen van sy werknemers 'n betaalstrokie of koevert voorsien wat die werkgever se naam, besigheidsnaam, die naam en werkskategorie van die werknemer, en die tydperk ten opsigte waarvan betaling gemaak word, aandui. Die betaalstrokie of koevert moet toon hoe die werknemer se bruto besoldiging, aftrekkings, oortydbetalings, toelaes en netto loon bereken is.

(e) Alle betalings wat in kontant gemaak word, moet in 'n verseëelde koevert wees.

(f) 'n Werkgever is daarop geregtig om aftrekkings van 'n werknemer se lone te maak—

- (i) ten opsigte van aftrekkings vasgestel in hierdie Ooreenkoms;
- (ii) indien hy wetlik daartoe geregtig is, en
- (iii) ten opsigte van enige ander saak, met die werknemer se skriftelike toestemming.

16. REKORDS

'n Werkgever moet die nodige werknemerrekords hou, soos voorgeskryf in die Wet op Basiese Diensvoorwaardes, 1983.

17. DIENSOPGAWEVORMS EN BETALING VAN GEKONSOLIDEERDE SEËLBYDRAES

(1) Elke werkgever op wie die bepaling van hierdie Ooreenkoms van toepassing is, moet elke maand by die Sekretaris van die Raad 'n behoorlike ingevulde diensopgawevorm indien waarin vermeld word die volle name, die werknemer se registrasienommer en die getal seëlbydraes wat betaal is aan elke werknemer.

(2) Elke werkgever moet die diensopgawevorm, tesame met die bedrag van die gekombineerde seëlbydraes bedoel in klousule 18 of die vereiste elektroniese oordrag ten opsigte van elke werknemer wie op die diensopgawevorm verskyn, aan die Sekretaris van die Raad besorg voor of op die sewende dag van die maand wat volg op dié waarin die werknemer in diens was. Diensopgawevorms moet by die Sekretaris van die Raad verkry word.

(3) Indien enige seëlbydrae waarna verwys word in subklousule (2) nie deur die Raad ontvang word op of voór die 15de dag van die maand wat volg op dié waarvoor dit betaalbaar was nie, sal die werkgever aan die Raad rente teen die primakoers deur die kommersiële banke vasgestel betaal, vanaf die betrokke datum tot die datum van betaling.

(4) Waar 'n werkgever nie werknemers gedurende enige maand in diens gehad het nie, moet sodanige werkgever nogtans 'n vorm voor die sewende dag van die volgende maand indien met die woorde "Geen werknemers" oor die vorm geskryf.

18. GEKONSOLIDEERDE SEËLBYDRAE

(1) Die Raad kan na goeddunke die seëlbydrae betaalbaar aan die Sekretaris van die Raad en waarna verwys word in hierdie Ooreenkoms, kombineer op 'n wyse wat die Raad bepaal.

(2) Vir die doeleindes van die ophoping van die seëlbydraes wat by die gekonsolideerde seëlbydrae ingesluit is en waarna verwys word in subklousule (1) en betaalbaar aan werknemers ingevolge die bepaling van klousule 27, sowel as voordele wat aan werknemers betaal word ingevolge die reglement van die Fondse genoem in klousules 28, 29 en 30, is 'n seëlbydraejaar die periode wat 'n aanvang neem op die eerste Maandag van Oktober elke jaar en eindig op die Vrydag onmiddellik voor die eerste Maandag van Oktober van die volgende jaar, uitgesluit die jaarlikse verloftydperk in klousule 13 vasgestel.

19. VERSKAFFING VAN OORPAKKE

(a) **Gebiede A, C, D & E:** Elke werkgever moet aan elkeen van sy werknemers (uitgesonderd wagte) 'n geskikte nuwe oorpak gratis verskaf na die eerste vier weke ononderbroke diens by dieselfde werkgever en daarna aan die begin van elke jaarsiklus diens.

(b) **Gebied B:** Elke werkgever moet aan elkeen van sy werknemers (uitgesonderd wagte) 'n geskikte nuwe oorpak gratis verskaf na die eerste 12 maande ononderbroke diens en daarna aan die begin van elke jaarsiklus diens.

(c) Vir die toepassing van hierdie klousule beteken "jaarsiklus diens" 'n tydperk van 12 maande ononderbroke diens by dieselfde werkgever en word dit bereken vanaf die datum van indienstreding by sodanige werkgever.

(d) Werknemers wat ingevolge hierdie klousule van oorpakke voorsien word, moet sodanige oorpakke in 'n skoon toestand hou.

(e) Die werkgever bly die eienaar van 'n oorpak wat hy gratis aan 'n werknemer verskaf het en die werknemer moet sodanige oorpak aan die werkgever terugbesorg indien hy die diens van die werkgever verlaat vir welke rede ook al.

20. BEWARING EN VERSEKERING VAN GEREEDSKAP

(1) Elke werkgever in Gebiede A, C, D en E moet 'n geskikte plek vir die berging van die werknemer se gereedskapkas op elke terrein voorsien en moet verseker dat sodanige bergingsplek behoorlik en/of veilig gesluit word na gewone werkure. Hierdie bepaling is nie op los werk van toepassing nie.

(2) Elke werkgever in Gebiede A, C, D en E moet die gereedskap van 'n werknemer teen verlies ten opsigte van brand en/of diefstal verseker.

(3) 'n Werknemer is nie geregtig op betaling vir die verlies van sy gereedskap as gevolg van diefstal nie, tensy die gereedskap geplaas word in die plek wat voorsien word en gebêre word in sy gereedskapkas wat te alle tye veilig toegesluit moet kan word. 'n Werknemer is daarvoor verantwoordelik om sy gereedskap in sy gereedskapkas te plaas en om sodanige gereedskapkas behoorlik toegesluit te hou.

(4) 'n Werknemer is nie geregtig op betaling vir die verlies van sy gereedskap as gevolg van diefstal nie, tensy hy die diefstal van sy gereedskap so gou doenlik by die werkgever en die Suid-Afrikaanse Polisie diens aangemeld het nie.

21. INDIENSNEMING VAN KWEKELING-KONSTRUKSIEWERKERS

(1) Die volgende vereistes geld ten opsigte van kwekeling-konstruksiewerke in diens geneem ingevolge hierdie Ooreenkoms:

(a) Minimum ouderdom 16 jaar.

(b) Fisiese fiksheid.

(c) Minimum opvoedkundige kwalifikasie of ander vereistes-kwekeling-konstruksiewerker vlak B:

- (i) Standaard 5 of voldoening aan minimum voorgeskrewe keuringstandaarde van O.R.B.I.;
- (ii) voorheen geregistreer as 'n ambagsmanassistent of huidiglik geregistreer as 'n konstruksiewerker vlak C en standaard 5 of voldoening aan die minimum voorgeskrewe keuringstandaard van O.R.B.I.;
- (iii) voorheen geregistreer as 'n ambagsmanassistent of huidiglik geregistreer as 'n konstruksiewerker vlak C met 'n minimum van vier jaar toepaslike praktiese ondervinding as ambagsmanassistent of konstruksiewerker vlak C in die Bounywerheid en voldoening aan die voorgeskrewe minimum keuringstandaarde van O.R.B.I.

(d) Minimum opvoedkundige of ander vereistes vir kwekeling-konstruksiewerker vlak C:

- (i) Standaard 3; of
- (ii) bewyslewering dat die voorgeskrewe O.R.B.I.-toets ten opsigte van opleibaarheid en funksionele geletterdheid en syferkundigheid geslaag is en 'n minimum van vyf jaar toepaslike praktiese ondervinding in die Bounywerheid; of
- (iii) voorheen geregistreer as 'n halfgeskoolde werknemer of huidiglik geregistreer as 'n konstruksiewerker vlak C en bewyslewering dat die voorgeskrewe O.R.B.I.-toets ten opsigte van opleibaarheid en funksionele geletterdheid en syferkundigheid geslaag is en 'n minimum van drie jaar toepaslike praktiese ondervinding as halfgeskoolde werknemer in die Bounywerheid.

(e) Minimum opvoedkundige of ander vereistes vir kwekeling-konstruksiewerker vlak D:

- (i) Standaard 1; of
- (ii) bewyslewering dat die voorgeskrewe O.R.B.I.-toets ten opsigte van opleibaarheid en basiese geletterdheid en syferkundigheid geslaag is en 'n minimum van twee jaar toepaslike praktiese ondervinding in die bounywerheid.

Opmerking: 'n Werknemer met 'n standaard 7 of 'n hoër kwalifikasie sal as 'n vakleerling ingeskryf word ingevolge die Wet op Mannekragopleiding, 1981.

(2) Vir die toepassing van hierdie klousule beteken—

"voorheen geregistreer as 'n ambagsmanassistent" 'n werknemer wie geregistreer was as 'n "ambagsmanassistent" ingevolge enige vorige ooreenkoms van die Raad; gepubliseer ingevolge die bepaling van artikel 48 (1) van die Wet op Arbeidsverhoudinge, 1956;

"voorheen geregistreer as 'n halfgeskoolde werknemer" 'n werknemer wie geregistreer was as 'n "halfgeskoolde werknemer" ingevolge enige vorige ooreenkoms van die Raad, gepubliseer ingevolge die bepaling van artikel 48 (1) van die Wet op Arbeidsverhoudinge, 1956.

22. BOU-INDUSTRIEË OPLEIDINGSKEMA

- (1) Elke werkgewer moet aan die Raad 'n bydrae deur die Bou-Industrieë Opleidingskema bepaal, betaal.
- (2) Die Raad is geregtig op 'n administrasiefooi van 2,5% vir die bedrae ontvang ingevolge hierdie klousule, en moet die oorblywende bedrag betaal aan die Bou-Industrieë Opleidingskema.
- (3) Die bedrag betaalbaar aan die Raad deur die werkgewer, sal deel uitmaak van die seëlbydrae.

23. ELEKTRIESE ONTWIKKELINGS- EN OPLEIDINGSFONDS

- (1) Elke werkgewer betrokke by elektriese installering, wat die volgende insluit: elektriese montering en bedrading en werksaamhede wat daarmee gepaard gaan; moet aan die Raad 'n bydrae deur die Elektriese Ontwikkelings- en Opleidingsfonds bepaal, betaal.
- (2) Die Raad is geregtig op 'n administrasiefooi van 2,5% vir die bedrae ontvang ingevolge hierdie klousule, en moet die oorblywende bedrag betaal aan die Elektriese Ontwikkelings- en Opleidingsfonds.
- (3) Die bedrag betaalbaar aan die Raad deur die werkgewer, sal deel uitmaak van die seëlbydrae.

24. BYDRAES TOT VAKBONDE

- (1) Elke werkgewer moet 'n bedrag gelyk aan 1%, onderhewig aan 'n maksimum van R15,00 per maand, van die weeklikse loon van 'n werknemer wie 'n lid is van 'n vakbond wat party is tot die Raad, aftrek. Die bedrag wat afgetrek word sal deel uitmaak van die seëlbydrae.
- (2) Elke werkgewer moet die bedrae ingevolge subklousule (1) hiervan afgetrek, elke week aan die Sekretaris van die Raad betaal.
- (3) Die Raad moet elke maand aan die vakbonde onderskeidelik die bedrae oorbetal wat hy ingevolge hierdie klousule by hul lede ingevorder het, min invorderingskoste van 5 persent wat aan die algemene fondse van die Raad moet toeval.

25. VAKBONDTOEGANG

Amptenare van die vakbondpartye moet in die gewone uitvoering van hul plige gedurende werkure toegang hê tot bouterreine en werkswinkels, maar moet nie toegelaat word om in te meng met die volgehoue werkverrigting van 'n werknemer nie of om 'n werknemer te nader sonder dat die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger, vooraf verkry is nie, en sodanige toestemming mag nie sonder redelike gronde geweier word nie.

26. HEFFING VIR WERKGEWERORGANISASIES

- (1) Elke werkgewer wat lid is van een van die werkgewersorganisasies wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in diens is aan die Raad die bedrag betaal wat in die konstitusie van daardie werkgewersorganisasies bepaal word.
- (2) Die Raad moet elke maand aan bogenoemde werkgewersorganisasies onderskeidelik die bedrae oorbetal wat hy ingevolge hierdie subklousule by hul lede ingevorder het, min invorderingskoste van 2½ persent wat aan die algemene fondse van die Raad moet toeval.

27. VAKANSIEFONDS VAN DIE BOUNYWERHEID, OOS-KAAP

- (1) Die Fonds wat geamalgameer is met vorige fondse ingevolge die bepalings van Goewermentskennisgewing No. R. 2217 van 31 Oktober 1980, word hierby voortgesit.
- (2) Die Fonds doen geen betaling vir seëlbydraes voor die jaarlikse verloftydperk nie: Met dien verstande dat die Raad na goeddunke magtiging vir betaling kan verleen.
- (3) In die geval van 'n "geskikte werknemer" se dood, moet alle gelde tot sy krediet in die Fonds, aan sy behoorlik benoemde bevooroordeelde betaal word, indien enige. Indien daar geen benoemde bevooroordeelde die werknemer oorleef nie, of indien die oorlewende bevooroordeelde in gebreke bly om die betaling binne 12 maande vanaf die datum van die werknemer se dood te eis, word die bedrag tot sy krediet aan sy boedel betaal.
- (4) Die Sekretaris van die Raad moet die bedrag van die seëlbydraes bereken en die totale vakansiefondswaarde, bonuswaarde en vakansiespaarbydrae ingevolge klousule 14 (3) aan die werknemer betaal op 'n datum uiterlik op die dag voor die begin van die jaarlikse verloftydperk of op 'n datum wat die Raad bepaal.
- (5) **Spesiale besparings:** Hierby word daar voorsiening gemaak vir die betaling van spesiale spaarbydraes. Hierdie spaarbydraes kan aan die Sekretaris van die Raad betaal word deur werkgewers namens werknemers of deur die werknemers self. Die aflossing van sodanige spesiale spaarbydraes is *mutatis mutandis* aan die voorafgaande bepalings van hierdie klousule onderworpe.
- (6) Seëlbydraes wat na die 15de dag van Oktober betaal word ten opsigte van die tydperk 1 Oktober tot 30 September elke jaar moet deur die Sekretaris vir betaling behou word tot na die jaarlikse vakansietydperk: Met dien verstande dat die Raad na goeddunke magtiging vir betaling kan verleen op die voorwaardes wat hy nodig ag.

(7) As 'n werknemer in gebreke sou bly om die waarde van die seëlbydraes te eis ingevolge subklousule (4) wat aan die Raad betaal is, binne 'n tydperk van 12 maande vanaf die datum waarop die jaarlikse verloftydperk ten einde loop, word die waarde daarvan verbeur en kom dit die algemene fondse van die Raad toe. Die Raad moet egter alle laat eise vir betaling van die waardes van die bydraes waarna verwys word in subklousule (4) oorweeg.

(8) Geen werknemer mag die bedrag tot sy krediet in die Fonds oordra, sedeer, verpand of verhipotekeer aan enige persoon nie.

(9) Alle rente op gelde ontvang ten behoeve van die Fonds moet aangewend word om die administrasiekoste te dek, en geen werkgewer of werknemer sal enige eis ten opsigte van rente hê nie.

(10) Ondanks die verstryking of kansellering van hierdie Ooreenkoms, gaan die Raad voort om die Fonds te bestuur, totdat dit gelikwyder of oorgeplaas is na enige ander fonds wat vir die doel vir die voorsiening van jaarlikse verlobbetaling aan werknemers, geskep is.

(11) In die geval waar die Raad ontbind of ophou om te funksioneer, moet die Fonds voortgaan om bestuur te word deur 'n komitee, vir daardie doel deur die partye aangestel voor die ontbinding of sluiting van die Raad, welke komitee bestaan uit 'n gelyke aantal werkgewer- en werknemerverteenwoordigers. In die geval waar sodanige komitee 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 komitee te vervul, en vir hierdie doel het sodanige trustees dieselfde magte as die komitee.

(12) In die geval waar daar geen Raad bestaan ten tyde van die verstryking van hierdie Ooreenkoms nie, moet die Fonds gelikwyder word deur die komitee of trustees soos aangestel ingevolge subklousule (11).

(13) In die geval van die likwidasië van die Fonds ingevolge subklousule (12) hierbo, moet die oorblywende gedeelte van die gelde, na die betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en die likwidasië-uitgawes, oorbetal word in die algemene fondse van die Raad. In die geval waar die Raad gesluit is voor die likwidasië van die Fonds, moet die oorblywende gelde eweredig verdeel word tussen die partye by die Raad, soos hulle bestaan het onmiddellik voor die ontbinding.

28. PENSIOEN- EN LEWENSVERSEKERINGSKEMA VIR DIE BOUNYWERHEID (SUID- EN OOS-KAAP) EN DIE VOORSORGFONDS VIR DIE BOUNYWERHEID (SUID- EN OOS-KAAP)

(1) Die Pensioen- en Lewensversekeringskema vir die Bounywerheid, Oos-Kaap, ingestel by Goewermmentskennisgewing No. R. 2380 van 27 September 1991 en die Voorsorgfonds vir die Bounywerheid Bedingingsraad (Suid- en Oos-Kaap), ingestel by Goewermmentskennisgewing No. R. 1461 van 7 November 1997, word hierby voortgesit en staan hierna bekend as die "Pensioen- en Lewensversekeringskema vir die Bounywerheid (Suid- en Oos-Kaap)" en die "Voorsorgfonds vir die Bounywerheid (Suid- en Oos-Kaap)".

(2) Vir die doel van die bereiking van die doelstellings van hierdie klousule, is die Raad daarop geregtig om ooreenkomste te sluit soos wat hulle dit goëddink en is verder daarop geregtig om reëls ten opsigte van die uitvoering van administrasie van die Fonds, op te stel, en die reëls kan ook gewysig word.

(3) Die lede van die Raad en sy werknemers is nie aanspreeklik vir enige skulde en laste van die Fonds nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of met betrekking tot die bona fide uitvoering van hul pligte.

(4) Persone, uitgesonderd dié in klousule 14 (1) bedoel, wat daadwerklik betrokke is by of in diens is in die Nywerheid, kan na goëddunke van die Raad tot lidmaatskap van die Fonds toegelaat word, en hierdie klousule is *mutatis mutandis* van toepassing op enigiemand wat aldus toegelaat word: Met dien verstande dat van sodanige persone vereis word om die bedrag soos ooreengekom deur die Raad, by te dra: Voorts met dien verstande dat sodanige bydraes betaal moet word aan die Raad wat dit moet uitbetaal aan die versekeringsmaatskappy met wie die Raad 'n ooreenkoms of ooreenkomste aangegaan het.

(5) Behoudens 'n geskikte werknemer se regte om 'n bevooroordeelde te benoem om enige bedraë wat aan hom/haar betaalbaar mag word ingevolge die reëls van die Fonds, in die geval van sy/haar dood voor aftrede, is enige pensioenvoordele wat oploep tot 'n werknemer se krediet ingevolge hierdie klousule, nie oordraagbaar, en mag nie gesedeer of verpand word nie.

(6) In die geval waar die Raad sou ontbind, sluit, of sy werksaamhede sou staak tydens die verloop van hierdie Ooreenkoms, moet die partye 'n trustee of trustees voor sodanige ontbinding, sluiting of staking van werksaamhede van die Raad aanstel om die funksies, soos uiteengesit in hierdie klousule, te vervul, en sodanige trustees beskik dan vir hierdie doel ook oor die magte wat die Raad gehad het.

29. SIEKTEBYSTANDFONDS

(1) **Voortsetting:** Die bedryf van die Fonds wat deur Goewermmentskennisgewing R. 162 van 4 Februarie 1977 ingestel is en wat voorheen bekend gestaan het as die "Siektebystandsfonds vir die Bounywerheid, Port Elizabeth", word hierby voortgesit as die "Siektebystandsfonds vir die Bounywerheid" en sal voorts deur die Raad geadministreer word met die doel om—

- (a) lede te vergoed vir verlies aan verdienste wat ontstaan uit werkloosheid veroorsaak deur siekte of ongeluk en menslikheidsverlof;
- (b) gratifikasies en/of jaargelde te oorweeg vir werknemers vir wie lone bepaal word in Items (i), (ii) en (xi) (a), (b), (c) en (d); en
- (c) alles te doen wat nodig is vir, gepaardgaan met of bevorderlik is, vir die welsyn van lede en vir die bereiking van genoemde doelstellings.

(2) Die Fonds sal bestuur word deur die Raad ingevolge die Reëls, en alle gelde van die Fonds sal geadministreer, belê en uitbetaal word ingevolge die Reëls, waarvan afskrifte by die kantore van die Raad beskikbaar sal wees vir inspeksie.

(3) Die Fonds sal geadministreer word deur 'n Bestuurskomitee vir die doel deur die Raad aangestel en vir sodanige tydperk en ingevolge sodanige omstandighede as wat die Raad mag bepaal.

(4) Die Bestuurskomitee vermeld in subklousule (3) kan enige of alle voordele weier en/of weerhou van enige lid wie, na hul oordeel, se optrede, hetsy berekend of wat andersyds redelikerwys die belange van die Fonds of sy lede skade kan berokken: Met dien verstande dat sodanige lid die geleentheid gebied sal word om na die Raad te appelleer teen die beslissing van die Komitee, welke besluit finaal sal wees.

(5) **Reserwes:** Indien die bedrag wat tot die krediet van die Fonds staan te enige tyd benede R50 000 sou daal, moet uitbetaling van voordele gestaak word en sal sodanige betalings nie voortgesit word alvorens die bedrag wat tot die krediet van die Fonds staan R100 000, oorskry nie.

(6) By die verstryking van hierdie Ooreenkoms, ontbinding of likwidasie van die Raad of 'n staking van die werksaamhede van die Raad, sal die bepalinge van klousule 27 (10), (11), (12) en (13) enersyds op hierdie Fonds van toepassing wees.

30. MEDIESE HULPFONDS

(1) **Voortsetting:** Die bedryf van die Fonds wat deur Goewermentskennisgewing No. R. 2313 van 20 Desember 1968 ingestel is en wat voorheen bekend gestaan het as die "Mediese Bystandsfonds van die Bounywerheid, Port Elizabeth", word hierby voortgesit en sal voortgaan om deur die Raad geadministreer te word kragtens artikel 2 (1) (a) van die Wet op Mediese Skemas, 1967, en kragtens die bepalinge van Wet No. 66 van 1995 met die doel om—

- (a) lede behulpsaam te wees t.o.v. die koste van mediese dienste soos deur hulle of hul afhanklikes aangegaan, ingevolge die Reëls van die Fonds;
- (b) maatreëls te tref, soos deur die Raad nodig geag, vir die voorkoming van siekte en ter bevordering en verbetering van die gesondheid van lede en hul afhanklikes;
- (c) 'n kontrak aan te gaan met enige mediese praktisyn, hospitaal, verpleeginrigting, na-sorgsentrum of enige soortgelyke instelling, persoon of gemagtigde vir die verskaffing van mediese dienste; en
- (d) die koste te betaal van sodanige ooreenkoms, asook die mediese koste van die lede of hul afhanklikes, soos bepaal deur die reëls van die Fonds.

(2) Die Fonds sal bestuur word deur 'n Bestuurskomitee soos deur die Raad aangestel vir sodanige tydperk en ingevolge sodanige voorwaardes waarop die Raad mag besluit. Die Fonds sal bestuur word ingevolge die reëls wat die Raad bepaal vir hierdie doel (die Reëls), en alle gelde van die Fonds sal geadministreer, belê en uitbetaal word ingevolge die Reëls, waarvan afskrifte vir inspeksie beskikbaar is by die kantore van die Raad.

(3) **Lidmaatskap:** Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone bepaal word in items (1) (i), (ii) en (xi) (a), (b), (c) en (d) van Aanhangsel "A" en werknemers onderworpe aan 'n vakleerlingskapkontrak geregistreer kragtens die Wet op Mannekragopleiding, 1981, in Gebied A.

(4) Vrywillige lede:

- (i) 'n Werknemer van die Raad; of
- (ii) 'n werknemer van 'n vakbond of 'n werkgewersorganisasie van die Raad;
- (iii) 'n persoon wie direk betrokke is by of in 'n klerklike of administratiewe hoedanigheid in die Bedryf by 'n lid van die werkgewersorganisasie vermeld in subparagraaf (ii), in diens staan.

(5) Voortsettingslede:

- (i) 'n Lid wie, op grond van ouderdom, swak gesondheid of ander ongeskiktheid of ander omstandighede uit diens tree as 'n pensioentrekker, mag met die toestemming van die Komitee, 'n voortsettingslid van die Fonds word: Met dien verstande dat hy/sy ten tyde van sy/haar aftrede vir 'n aaneenlopende tydperk van minstens drie jaar lid van die skema was: Voorts met dien verstande dat die Komitee by die bepaling van sodanige tydperk 'n onmiddellik daaraan voorafgaande en ononderbroke lidmaatskap van 'n ander mediese skema kan erken: Voorts met dien verstande dat sodanige lid voortgaan met die betaling elke week van die bedrag in klousule 14 (b) (i) bedoel, of van sodanige ander verminderde bedrag as wat die Komitee aanbeveel, en
- (ii) die weduwee/wewenaar van 'n gestorwe lid kan, met die goedkeuring van die Komitee, as lid van die Fonds toegelaat word: Met dien verstande dat die gestorwe lid ten tyde van sy/haar dood alreeds minstens drie jaar ononderbroke lid van die Fonds was: Voorts met dien verstande dat die Komitee by die bepaling van sodanige tydperk 'n onmiddellik daaraan voorafgaande en ononderbroke lidmaatskap van 'n ander mediese skema kan erken: Voorts met dien verstande dat die weduwee/wewenaar binne ses maande na die datum van haar/sy man/vrou se dood om lidmaatskap aansoek moet doen, en dat sy/hy die bedrag in klousule 14 (b) (i) bedoel, elke week betaal. Sodanige lidmaatskap bly slegs van krag totdat die betrokke weduwee/wewenaar weer trou of diens aanvaar by 'n plek waar lidmaatskap van 'n mediese skema 'n diensvoorwaarde is.

(6) **Reserwes:** Indien die bedrag tot die krediet van die Fonds te enige tyd benede R50 000 daal, moet betaling van voordele gestaak word en sal sodanige betalings nie voortgesit word alvorens sodanige bedrag tot die krediet van die Fonds R100 000 oorskry nie.

(7) In geval van die verstryking van hierdie Ooreenkoms, die ontbinding van die Raad, of staking van bedrywighede van die Raad, sal die bepalinge van klousule 27 (10), (11), (12) en (13) soos van toepassing op die Vakansiefonds, ook geld ten opsigte van hierdie Fonds.

31. TERUGHOU VAN BYSTAND

'n Werknemer wat lid van enige van die Raad se Fondse is en op bystand geregtig is, moet na goeie dunnke van die Raad van bystand uit enigeen van die Fondse ontnem word in die geval waar sodanige werknemer 'n vals verklaring maak of op watter wyse ook al geprobeer het om op bedrieglike of oneerlike wyse bystand te verkry.

32. BYSTAND NIE VERVREEMBAAR NIE

Die bystand wat deur die Fonds verskaf word en waarna verwys word in klousules 28, 29 en 30, is nie oordraagbaar nie, en 'n lid wat sy/haar regte afstaan, oordra, sedeer, verpand of verhipotekeer, of dit probeer doen, verbeur al die bystand waarop hy/sy geregtig sou gewees het gedurende sodanige tydperk as wat die Raad bepaal.

33. OUDITERING EN BOEKHOUDING

Die Raad sal verseker dat behoorlike boekhouding sal plaasvind ten opsigte van elkeen van die Fondse wat deur die Raad geadministreer word en dat 'n jaarlikse ouditering van elke Fonds uitgevoer word ingevolge die bepalings van die Wet en die Grondwet van die Raad.

34. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer elke week aan die Sekretaris van die Raad die volgende betaal:

- (i) 'n Bedrag van R3,80 in Gebied A en 'n bedrag van R3,90 in Gebiede B, C, D en E ten opsigte van elke werknemer deur hom in diens geneem vir wie lone bepaal word in item (1) (i), (ii), (iii), (ix), (xi) (a), (b), (c) en (d) van Aanhangsel "A" van hierdie Ooreenkoms. 'n Werkgewer is by magte om R1,10 in Gebied A en R1,95 in Gebiede B, C, D en E van die loon van elke sodanige werknemer af te trek vir soanige week.
- (ii) 'n Bedrag van R2,56 in Gebied A en R2,36 in Gebiede B, C, D en E ten opsigte van elke werknemer deur hom in diens geneem vir wie lone bepaal word in item (i), (iv), (v) en (xi) (e) en (f) van Aanhangsel "A" van hierdie Ooreenkoms. 'n Werkgewer is by magte om R1,08 in Gebied A en R1,18 in Gebiede B, C, D en E van die loon van elke sodanige werknemer af te trek vir sodanige week.

(2) Die bepalings van paragrawe (i) en (ii) van subklousule (1) is nie van toepassing nie op werknemers in Gebiede A, C, D en E wat minder as 24 gewone werkure en in Gebied B wat minder as 27 gewone werkure in 'n bepaalde week gewerk het nie. Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die betaling in daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week vir minstens 24 of 27 uur in diens was.

(3) Die bydraes betaalbaar aan die Raad ingevolge hierdie klousule moet aangewend word om die algemene uitgawes van die Raad te bestry en sal ingevolge die bepalings van die Raad se Grondwet geadministreer word.

35. VRYSTELLINGS

(1) Ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, No. 66 van 1995, stel die Raad hiermee 'n Onafhanklike Vrystellingsraad in (hierna genoem Vrystellingsraad) vir Gebied A (wat vir hierdie doel die Landdrosdistrik van Humansdorp insluit), Gebied B en Gebiede C, D en E, ten einde aansoeke om vrystelling van die bepalings van die Ooreenkoms deur nie-partye, vir enige goeie en geldige rede, te oorweeg.

(2) Alle vrystellingsaansoeke sal skriftelik aan die Raad gerig word (op 'n aansoekvorm soos deur die Raad voorsien) en sal gestuur word aan die Sekretaris van die Raad, vir oorweging deur die Vrystellingsraad soos deur die Raad aangestel.

(3) Alle aansoeke om vrystelling moet behoorlik beredeneer en gestaaf word, welke beredenering en staving die volgende besonderhede moet insluit:

- (a) Die tydperk waarvoor die vrystelling verlang word;
- (b) die Ooreenkoms, klousules en subklousules van die Ooreenkoms waarvan vrystelling verlang word;
- (c) bewyslewing dat die vrystelling waarvoor aansoek gedoen word, bespreek is deur die werkgewer, sy werknemers en hul onderskeie verteenwoordigers. Die reaksie voortspruitend uit sodanige konsultering, hetsy dit ten gunste van die aansoek of daarteen is, moet by die aansoek ingesluit word.

(4) Die Sekretaris van die Raad mag, in die eerste instansie, die aansoeke om vrystelling plaas op die agenda(s) van die volgende Raadsvergadering of die vergadering van 'n verantwoordelike komitee, vir kommentaar.

(5) Die Sekretaris van die Raad sal alle besonderhede ten opsigte van die aansoeke om vrystelling aan die Vrystellingsraad voorleë.

(6) Die Vrystellingsraad sal alle skriftelike aansoeke om vrystelling oorweeg en daarvoor besluit en kan wanneer hulle so versoek word, aan aansoekers of beswaarmakers onderhoude toestaan ten tye van 'n volgende vergadering. Met dien verstande dat die Vryheidraad 'n besluit mag laat ontstaan tot 'n volgende vergadering indien addisionale beredenering en staving, inligting of mondelinge verhoë nodig geag word ten einde 'n besluit te kan neem oor die aansoek om vrystelling.

(7) Sodra die Vrystellingsraad besluit het om 'n vrystelling toe te staan, sal die komitee 'n vrystellingsertifikaat uitreik en die aansoeker(s) van sodanige besluit in kennis stel binne 14 dae na datum van die besluit.

(8) Waar die Vrystellingsraad besluit teen die toekenning van 'n vrystelling of 'n gedeeltelike vrystelling, moet die aansoeker(s) binne 14 dae na datum van die besluit van sodanige besluit in kennis gestel word en moet die rede(s) vir die besluit verstrek word.

(9) (a) Die Vrystellingsraad moet alle aansoeke om vrystelling op die skriftelike en mondelinge beredenering en staving deur die aansoeker voorgelê, oorweeg op die volgende voorwaardes:

- (i) Die voorwaardes van die vrystelling;
- (ii) verslaggewing oor die vereistes van die aansoeker ken her-evalueringsprosesse; en
- (iii) die beskouing van die vrystelling van enige werknemervoordeelfonds of opleidingsvoorsiening in teenstelling tot die alternatiewe *bona fide* voordeel of voorsiening, insluitende die koste vir die werknemer, oordraagbaarheid, administratiewe bestuurskoste, groei en stabiliteit,

wat in die aansoek om vrystelling vervat moet word.

(b) Vrystellingskriteria:

- (i) Die mate van konsultering met en enige petisie ten gunste van of teen die toestaan van die vrystelling, soos voorsien deur die werkgewers of werknemers, wie geraak sal word indien die vrystelling toegestaan word;
- (ii) die skending van regte in terme van die Wet op Basiese Diensvoorwaardes;
- (iii) die feit dat 'n onregverdigde voordeel nie deur die vrystelling geskep word nie;
- (iv) die mate waartoe die voorgestelde vrystelling kollektiewe bediening en arbeidvrede in die Bounywerheid kan ondermyn;
- (v) enige heersende ekonomiese en/of ander omstandighede wat die toekenning van die vrystelling regverdig;
- (vi) kennisname van die aanbevelings soos vervat in die Verslag van die Presidensiële Kommissie van Onderzoek na die Arbeidsmarkbeleid.

(10) Die Raad is by magte om vrystelling te verleen van enige van die bepalings van hierdie Ooreenkoms aan enige lid van die werkgewersorganisasies en vakbonde wat partye is tot die Raad: Met die voorbehoud dat die Raad na goeë dunnke, en nadat skriftelike kennis gegee is aan die betrokke persoon of persone, enige vrystelling kan terugtrek of wysig.

36. AANGEWSE AGENTE

(1) Die Raad mag die Minister van Arbeid versoek om enige persoon as 'n aangewese agent van die Raad aan te stel om met die toepassing van hierdie Ooreenkoms behulpzaam te wees.

(2) 'n Aangewese agent sal magte toegeken word soortgelyk aan dié wat aan 'n kommissaris toegeken word ingevolge artikel 142 van die Wet, uitgesonderd die magte toegeken ingevolge artikel 142 (1) (c) en (d).

37. KWYTSKELDING VAN DIE BEPALINGS VAN HIERDIE OOREENKOMS

(1) 'n Dienskontrak, hetsy dit gesluit is voor of na die datum van inwerkingtreding van hierdie Ooreenkoms, mag nie—

- (a) bepaal dat 'n werknemer vergoeding betaal word wat minder is as wat in hierdie Ooreenkoms bepaal word nie;
- (b) bepaal dat 'n werknemer behandel word op 'n manier, of enige voordeel toegeken word, wat minder gunstig is as wat in hierdie Ooreenkoms bepaal word nie; of
- (c) afstand doen van die toepassing van hierdie Ooreenkoms nie.

(2) 'n Bepaling in enige kontrak wat enige betaling, behandeling of afstanddoening wat deur hierdie Ooreenkoms verbied word voorhou, is ongeldig.

38. OPLOSSING VAN GESKILLE

Enige geskil rakende die interpretering of toepassing van hierdie Ooreenkoms moet na die Raad verwys word en moet soos volg opgelos word:

- (a) 'n Geskil rakende regte moet skriftelik na die Raad veerwys word, wat moet poog om sodanige geskil op te los deur middel van mediasie deur 'n gekwalifiseerde mediator. Die Raad moet die partye tot die geskil binne sewe dae na datum van verwysing van hul besluit in kennis stel, of verklaar dat die geskil as onopgelos beskou moet word.
- (b) Indien die Raad nie daarin kan slaag om die geskil op te los nie, of indien enige party gegrief voel deur die Raad se beslissing soos na verwys word in paragraaf (a), kan sodanige party binne sewe dae versoek dat die geskil na arbitrasie verwys word.
- (c) Indien die geskil na arbitrasie verwys word, moet die Raad die aangeleentheid na 'n geakkrediteerde agentskap, soos deur die Raad aangestel kragtens artikel 52 van die Wet, verwys vir die doeleindes van sodanige arbitrasie. Die arbiter sal by magte wees om 'n diskresionêre toekenningsbevel te maak ten opsigte van die arbitrasiekoste van die partye, kragtens artikel 138 (10) van die Wet. Die beslissing van die arbiter is finaal en bindend.

39. VERTONING VAN OOREENKOMS

(a) Die partye tot die Raad kom ooreen dat die Engelse weergawe van hierdie Ooreenkoms die oogmerk en bedoeling van die partye sal bepaal en dat die Afrikaanse weergawe deur die Raad beskikbaar gestel sal word vir inspeksie, deur enige persoon tydens werksure by die kantore van die Raad.

(b) Enige persoon mag 'n afskrif van hierdie Ooreenkoms bekom teen 'n prys van R5,00, betaalbaar aan die Raad.

(c) Elke party tot hierdie Ooreenkoms sal twee gratis afskrifte van die Ooreenkoms, sowel as die Grondwet ontvang.

AANHANGSEL A**BOUNYWERHEID BEDINGINGSRAAD (SUID- EN OOS-KAAP)****KLOUSULE 14 (1)—MINIMUM LOONSKALE***Kategorie werknemer en gebied**Per uur
R*

(i) Konstruksiewerker vlak A:		
Gebied A		18,16
Gebied B		10,72
Gebied C		9,35
Gebied D		9,43
Gebied E		9,44
(ii) Konstruksiewerker vlak B:		
Gebied A		16,50
Glaswerkers in skrynwerkwinkel		16,21
Gebied B:		
Ambagsmanne Graad A in alle ander ambagte		9,75
Ambagsmanne Graad A in die ambagte skilder- en ruitwerk		8,38
Ambagsmanne in ander ambagte		8,05
Gebied C:		
Ambagsmanne Graad A in ander ambagte		8,50
Ambagsmanne in ander ambagte		7,00
Gebied D:		
Ambagsmanne Graad A in ander ambagte		8,57
Ambagsmanne in ander ambagte		7,76
Gebied E:		
Ambagsmanne Graad A in ander ambagte		8,59
Ambagsmanne in ander ambagte		8,08
(iii) Konstruksiewerker vlak C:		
Gebied A		9,98
Masjienoppasers en saers en drywers van meganiese hanteeruitrusting		9,41
Gebied B		6,00
Masjienoppassers en saers en drywers van meganiese hanteeruitrusting		6,50
Gebied C		4,90
Gebied D		5,02
Masjienoppassers en saers en drywers van meganiese hanteeruitrusting		4,80
Gebied E		5,10
Hyseroperateurs, kraandrywers en drywers		5,80
(iv) Konstruksiewerke vlak D:		
Gebied A		7,53
Gebied B		5,51
Gebied C		3,83
Gebied D		4,33
Gebied E		4,73
(v) Konstruksiewerker vlak E:		
Gebied A		6,89
Gebied B		4,90
Gebied C		3,79
Gebied D		3,81
Gebied E		3,78

*Kategorie werknemer en gebied**Per uur
R*(vi) **Spesiale kategorie werknemers:****Drywer in besit van Kode 09 lisensie**

Gebied A..... 8,58

Gebied B..... 6,00

Gebied C..... 4,01

Wagte per week van ses dae*Per week
R*

Gebied A..... 293,66

Gebied B..... 220,00

Gebied C..... 193,39

(vii) Vakleerlinge: Lone soos voorgeskryf kragtens die Wet op Mannekragopleiding, 1981, vir vakleerlinge in die Bounywerheid.

(viii) Minderjariges in alle ambagte: Lone soos vir vakleerlinge in die Bounywerheid bepaal.

(ix) Kwekeling-konstruksiewerkers: Lone soos bepaal deur die Raad ingevolge klousule 21 van hierdie Ooreenkoms.

(x) Skoonmakers: 70 persent van die loon vasgestel in paragraaf (v) vir konstruksiewerker vlak E.

(xi) Werknemers betrokke by elektriese installering wat elektriese montering, bedrading en werksaamhede wat daarmee gepaardgaan, insluit.

Per Uur**R**

	Gebiede	A	B	C	D	E
(a) Mester installasie-elektrisiën		18,16	10,72	9,35	9,43	9,44
(b) Installasie-elektrisiën		16,50	9,75	8,63	8,57	8,59
(c) Elektriese toetse vir enkelfase		13,32	7,80	6,91	6,86	6,87
(d) Elektriese ambagsman (ongelisensieerd)		13,32	7,80	6,91	6,86	6,87
(e) Elektriese operateur		9,98	5,74	5,23	5,02	5,10
(f) Elektriese algemene werknemer		6,89	4,90	3,79	3,81	3,78

AANHANGSEL B**BOUNYWERHEID BEDINGINGSRAAD (SUID- EN OOS-KAAP)****KLOUSULE 14 (4)—MEDIËSE HULPFONDS—TOELAAG EN BYDRAE****(a) Toelaes:**

- (i) Benewens enige ander vergoeding waarop 'n werknemer gemeld in subklousule (1) (i), (ii) en (xi) (a), (b), (c) en (d) geregtig mag wees, sal elke werkgever aan elke sodanige werknemer in sy diens 'n toelaag van 76 ½ c per uur betaal ten opsigte van alle normale ure gewerk in enige week soos vasgestel in klousule 12 en;
- (ii) Benewens enige ander vergoeding waarop 'n werknemer geregtig is ooreenkomstig 'n vakleerlingskapkontrak geregistreer ingevolge die Wet op Mannekragopleiding, 1981, mag wees, sal elke werkgever aan elke sodanige werknemer 'n toelae van 1,75c per uur betaal vir al die gewone werkure, soos vasgestel in klousule 12, wat sodanige werknemer gedurende 'n week gewerk het.

(b) Bydraes:

- (i) Elke werkgever sal 'n bedrag van R61,20 per week bydrae tot die Bounywerheid Mediese Hulpfonds, Oos-Kaap ten opsigte van elkeen van sy werknemers na wie verwys word in paragraaf (a) (i). 'n Werkgever is geregtig om die bedrag wat aan die werknemer betaal is ingevolge paragraaf (a) (i), van die vergoeding van sodanige werknemer af te trek en;
- (ii) elke werkgever sal 'n bedrag van R14,00 per week bydrae tot die Bounywerheid Mediese Hulpfonds, Oos-Kaap ten opsigte van elke werknemer na wie verwys word in paragraaf (a) (ii). 'n Werkgever is geregtig om die bedrag wat kragtens paragraaf (a) (ii) aan die werknemer betaal is, van die vergoeding van sodanige werknemer af te trek.

AANHANGSEL C

BOUNYWERHEID BEDINGINGSRAAD (SUID- EN OOS-KAAP)

KLOUSULE 14 (5)—SIEKTEBYSTANDFONDS—TOELAAG EN BYDRAES

(1) (a) **Toelaes:** Benewens enige ander vergoeding waarop 'n werknemer vir wie lone bepaal word in subklousule (1) (i), (ii), (ix) en (xi) (a), (b), (c) en (d) geregtig is, sal elke werkgever ook die volgende as toelaag moet betaal vir alle normale ure gewerk:

Gebied A: 12c per uur;

Gebied B: 4c per uur;

Gebied C, D en E: 4,5c per uur;

en elke werkgever sal aan elke werknemer vir wie lone bepaal word in subklousule (1) (iii), (iv), (v), (vi) en (xi) (e) en (f) benewens enige ander vergoeding waarop die werknemers geregtig is, die volgende toelaag betaal ten opsigte van die normale ure gewerk:

Gebied A: 10c per uur;

Gebied B: 2c per uur;

Gebied C, D en E: 1,75c per uur;

Die toelaag sal weekliks tesame met die werknemer se ander vergoeding betaal word.

(b) **Bydraes:** Elke werkgever sal weekliks die volgende bydrae maak tot die Bounywerheid Siektebystandfonds ten opsigte van elke werknemer vir wie lone bepaal word in subklousule (1) (i), (ii), (ix) en (xi) (a), (b), (c) en (d):

Gebied A: R5,60 per week;

Gebiede B, C, D en E: R1,80 per week;

en elke werkgever sal tot die Bounywerheid Siektebystandfonds die volgende weeklikse bydrae maak ten opsigte van elke werknemer vir wie lone bepaal word in subklousule (1) (iii), (iv), (v), (vi) en (xi) (e) en (f):

Gebied A: R4,00 per week;

Gebied B: R0,90 per week;

Gebiede C, D en E: R0,70 per week.

'n Werkgever sal gemagtig wees om die bedrag, betaalbaar aan die Bounywerheid Siektebystandfonds, af te trek van die vergoeding van die werknemer ten opsigte van wie sodanige betaling gemaak word.

AANHANGSEL D

BOUNYWERHEID BEDINGINGSRAAD (SUID- EN OOS-KAAP)

KLOUSULE 14 (6) PENSIOEN EN VOORSORGFONDS—TOELAAG EN BYDRAES

(i) **Toelaes:** Nieteenstaande enige ander vergoeding betaalbaar waarop 'n werknemer geregtig is, sal elke werkgever werksaam in Gebied B ten opsigte van die onderstaande werknemers in sy diens, 'n toelaag betaal vir elke uur gewerk, (oortyd uigesluit), soos hieronder aangedui: Met dien verstande dat die toelaag nie betaal sal word vir meer as 45 uur in enige week nie:

<i>Kategorie werknemer</i>	<i>Per uur</i>
(a) Konstruksiewerker vlak A	,90
(b) Konstruksiewerker vlak B:	
Ambagsmanne Graad A in ander ambagte	,82
Ambagsmanne Graad A in die ambagte skilder- en ruitwerk	,70
Ambagsmanne in ander ambagte	,68
(c) Konstruksiewerker vlak C	,50
Masjienoppassers en saers en drywers van meganiese hanteeruitrusting	,55
(d) Konstruksiewerker vlak D	,46
(e) Konstruksiewerker vlak E	,41
(f) Spesiale kategorie werknemers:	
Drywer in besit van Kode 09 lisensie	,50
Wag	,41

<i>Kategorie werknemer</i>	<i>Per uur</i>
(g) Werknemers betrokke by elektriese installering, wat elektriese bedrading en montering en werksaamhede wat daarmee gepaardgaan, insluit:	
(i) meester installasie-eketrisiën	,90
(ii) installasie-elektrisiën	,82
(iii) elektriese toetser vir enkelfase	,66
(iv) elektriese ambagsman (ongelisensieerd)	,66
(v) elektriese operateur	,48
(vi) elektriese algemene werknemer	,41
(ii) Bydraes: Elke werkgever in Gebied B moet ten opsigte van elkeen van ondergenoemde werknemers in sy diens wie 27 gewone werkure gedurende 'n week gewerk het, ooreenkomstig die prosedure voorgeskryf in klousule 14 (6) die volgende bedrae aan die Raad betaal:	

<i>Kategorie werknemer</i>	<i>Per week</i>
	R
(a) Konstruksiewerker vlak A	67,54
(b) Konstruksiewerker vlak B:	
Ambagsmanne Graad A in ander ambagte	61,43
Ambagsmanne Graad A in die ambagte skilder- en ruitwerk	52,79
Ambagsmanne in ander ambagte	50,72
(c) Konstruksiewerker vlak C	37,80
Masjienoppassers en saers, en drywers van meganiese hanteeruitrusting	40,95
(d) Konstruksiewerker vlak D	34,71
(e) Konstruksiewerker vlak E	30,87
(f) Spesiale kategorie werknemers:	
Drywer in besit van Kode 09 lisensie	37,80
Wag	30,80
(g) Werknemers betrokke by elektriese installering, wat elektriese bedrading en montering en werksaamhede wat daarmee gepaardgaan, insluit:	
(i) meester installasie-elektrisiën	67,54
(ii) installasie-elektrisiën	61,43
(iii) elektriese toetser vir enkelfase	49,14
(iv) elektriese ambagsman (ongelisensieerd)	49,14
(v) elektriese operateur	36,16
(vi) elektriese algemene werknemer	30,87

Geteken te Port Elizabeth op hede die 20ste dag van November 1997.

G. B. STEELE

East Cape Master Builders' and Allied Industries Association

B. G. THOMPSON

Electrical Contracting & Allied Industries Association (Eastern Cape)

E. PLAATJIES

Construction and Allied Workers' Union

M. MTAMZELI

Amalgamated Union of Building Trade Workers of South Africa

[wat die partye is by die Bounywerheid Bedingingsraad (Suid- en Oos-Kaap)], in die teenwoordigheid van V. H. le Roux.

V. H. LE ROUX

Hoofsekretaris



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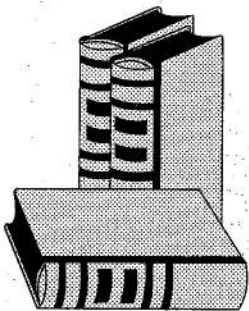
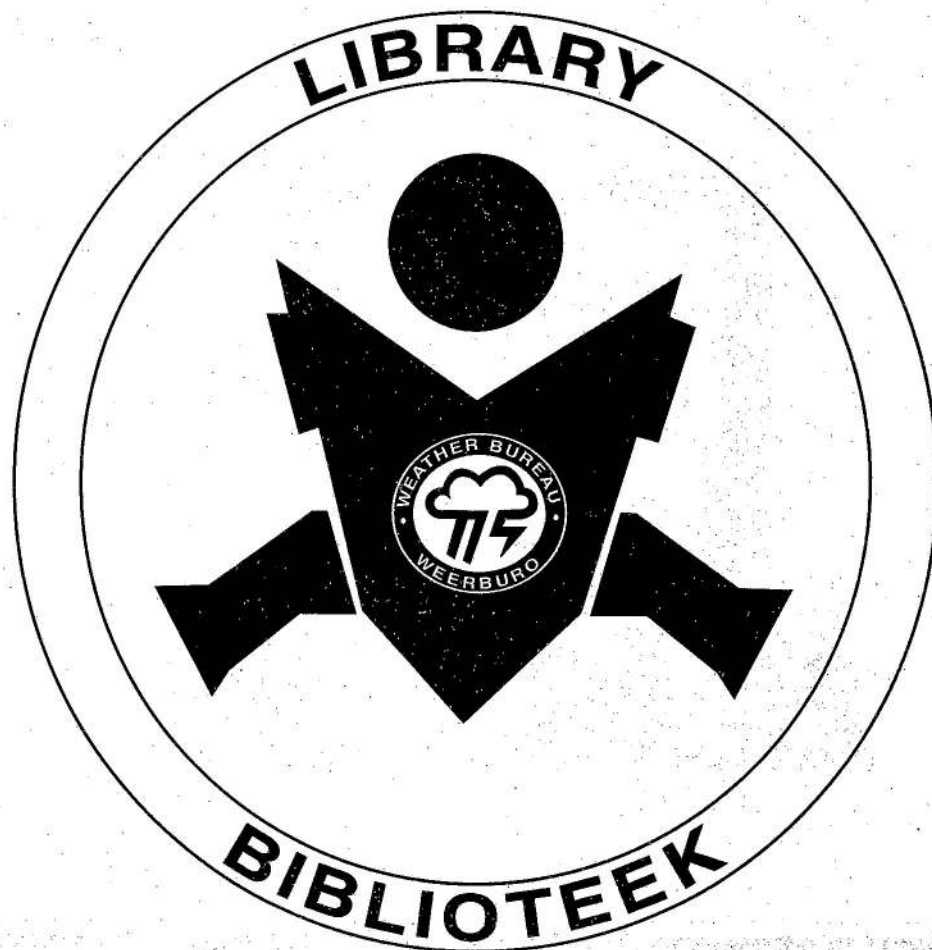
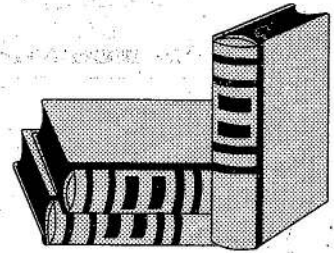
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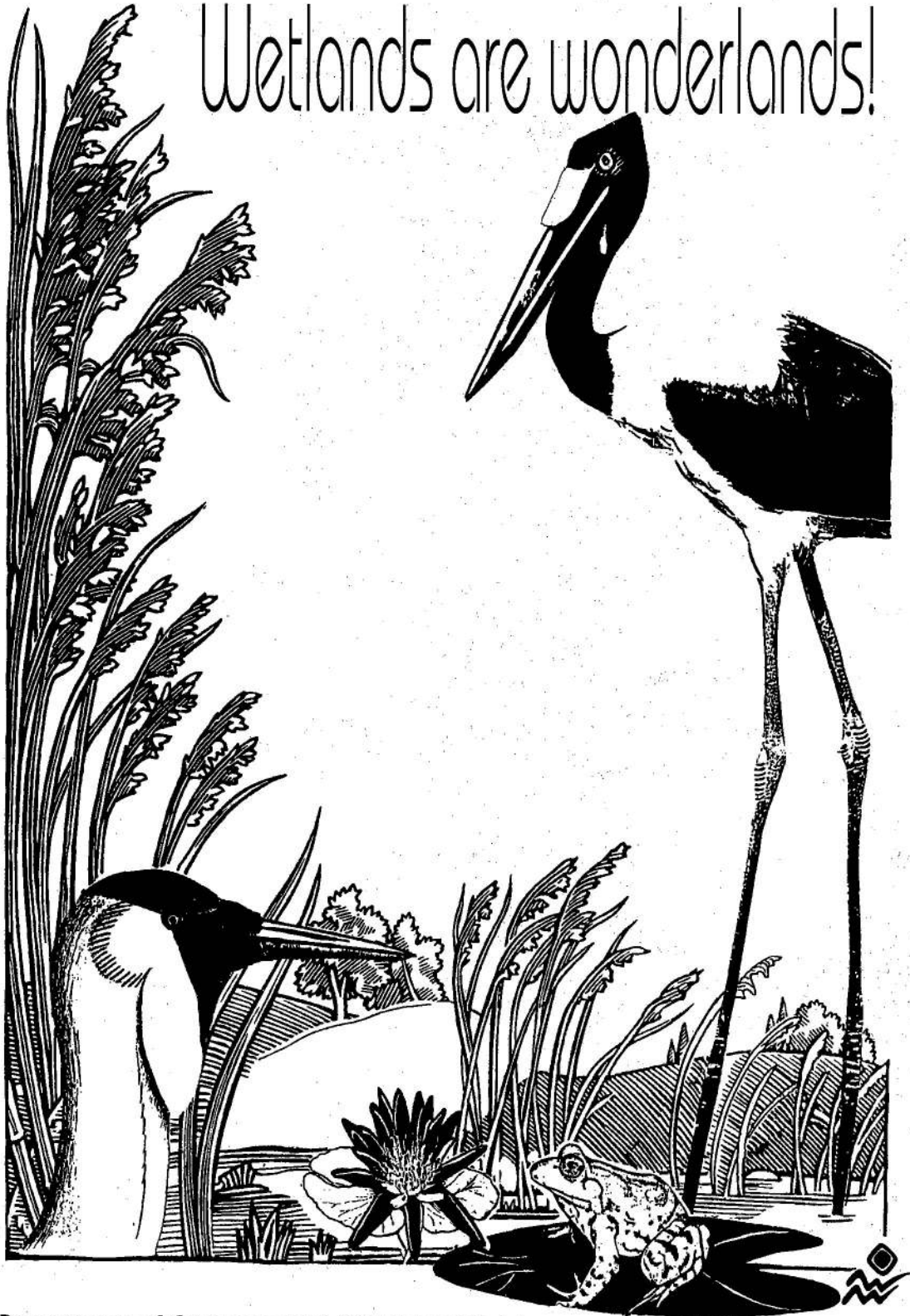
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Department of Environmental Affairs and Tourism

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