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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 246

20 February 1998

LABOUR RELATIONS ACT, 1995

GAUTENG BUILDING BARGAINING COUNCIL: EXTENSION OF COLLECTIVE AGREEMENT FOR THE GAUTENG PROVINCE TO NON-PARTIES

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare the collective agreement which appears in the Schedule hereto, which was concluded in the Gauteng Building 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 13 October 2000.

T. T. MBOWENI
Minister of Labour

SCHEDULE**GAUTENG BUILDING BARGAINING COUNCIL****GAUTENG COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

Gauteng Master Builders' Association

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

Amalgamated Union of Building Trade Workers of South Africa**Bouwerkersvakbond****Building Construction and Allied Workers' Union****Construction and Allied Workers' Union**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being parties to the Gauteng Building Bargaining Council.

CHAPTER 1**1. SCOPE OF AGREEMENT**

1.1 The terms of this Agreement shall be observed in the Building and Dimensional Stone Industries in the Province of Gauteng by all employers who are members of the employers' organisation, by all employees who are members of the trade unions.

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall—

- 1.2.1 apply only to those categories of employees for whom wages are prescribed in this Agreement;
- 1.2.2 apply to apprentices and trainees;
- 1.2.3 apply to foreman and general foreman;
- 1.2.4 not apply to clerical employees and administrative staff;
- 1.2.5 not apply to persons who are engaged in the installation or wiring of lighting, heating or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings when such work is undertaken by an employer falling under the jurisdiction of another bargaining council;
- 1.2.6 not apply to university or technikon students and graduates in building science, or to construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;
- 1.2.7 not include the Iron, Steel, Engineering and Metallurgical Industries as defined in the Certificate of Registration of the Metal and Engineering Industries Bargaining Council;
- 1.2.8 be subject to the provisions of any determination by the Industrial Court in relation to the Building and Dimensional Stone Industries and the Furniture Industry;
- 1.2.9 not apply to employers and employees engaged in the Building and Dimensional Stone Industries on new housing of less than 50 square metres. However, this clause shall not apply to mass-housing contracts; and
- 1.2.10 not apply to non-parties in respect of clauses 1.1, 2, 13.2, 14.6.4.4, 14.9, 21, 23, 24 and 25 of Chapter 1.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation in respect of the above parties on 13 October 1997 and in respect of non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act and shall remain in force for the period ending 13 October 2000.

3. DEFINITIONS

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 to an Act shall include any amendment of such Act, and unless inconsistent with the context—

"**actual wage**" means the wage rate per hour which an employer actually pays an employee in respect of the ordinary hours of work;

"**ancillary trade**" means any trade defined as skilled in any other industry;

"**Act**" means the Labour Relations Act, 1995 (Act No. 66 of 1995);

"**apprentice**" means an employee serving under a written contract of apprenticeship, registered or deemed to have been registered under the provisions of the Manpower Training Act, 1981, or any other relevant Act, and includes a minor employed on probation under that Act;

"**artisan**" means an employee employed in a non-designated trade who is permitted to perform the work as defined in clause 2 of Chapter 2, and who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade, and who has successfully completed the on-site period of training as prescribed, and who has successfully passed the prescribed trade tests;

"block" means any building work unit with dimensions in excess of 300 mm × 100 mm × 75 mm;

"Building Industry" means without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for the purposes of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making 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 includes all work executed or carried out by persons in the said industry who are engaged in the following trades or subdivisions thereof:

Asphalting, which includes covering floors, flat and/or sloping roofs, or water-proofing or damp-proofing basements or foundations, whether or not with the prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, polypropylene, polyethylene, mastic or emulsified asphalt or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;

bricklaying, which includes concreting and fixing concrete blocks, slabs or plates, tiling walls and floors, jointing brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling and cement-caulking earthenware drains;

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

glazing, which includes cutting and/or fixing all kinds of glass or other like products into the rebates formed in wood or metal doors, windows, frames or like fixtures, and all operations incidental thereto;

joinery, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, including cupboards, kitchen dressers and other kitchen fixtures which accrue to the building as a permanent part thereof;

leadlight making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and fixing or building pre-cast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating a Mall and Biax or similar type of portable spinner, and flexible cutting, finishing and other stone working machinery, other than stone-polishing machinery, and sharpening mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metalwork, which includes fixing steel ceilings, metal windows, metal doors, builders' smith work, metal frames, metal stairs and architectural metal work, and the manufacture and/or fixing of drawn metal and sheet 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, glazing, distempering, lime and colour washing, staining, varnishing, graining, marbling and spraying, spray painting, signwriting, wall decorating, and using tar and its products, and also includes sandpapering and all work preparatory to the aforementioned operations, sandpapering walls and woodwork, filling cracks in walls and puttying woodwork;

plastering, which includes modelling, model-making, mould-making, facing casts to moulds, making and fixing plaster-board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner, and flexible cutting and finishing machinery, pre-cast or artificial stonework, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire-sprinkler installation 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 article used;

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

steel reinforcing and/or steel construction, which includes fixing all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any form which forms a part of a building or structure;

woodworking, which includes carpentry and veneer panelling, and the polishing and sandpapering of same, woodworking, machining, turning, carving, the cladding of all types of roofs, fixing sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceilings and wall covering, drilling and plugging walls, covering woodwork with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt-based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, and flexible cutting, finishing and polishing machinery, shuttering and/or preparing forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: 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;

"building work" includes walls, boundary, garden and retaining walls, and supplying stone for cladding, floors, monuments and complementary items;

"changing-room" means any suitable shed, room or similar satisfactory accommodation with a minimum clear floor space of seven square metres, constructed of four walls and a roof, composed of concrete, brickwood, wood, iron or any combination thereof, which is kept clean and can be securely locked to provide a suitable place for the safe keeping of employees' clothing; and such changing-room shall not be used for any other purpose than for the changing of clothing and the safe keeping of employees' clothing;

"Council" means the Gauteng Building Bargaining Council, registered in terms of section 29 of the Act;

"contract of service" means any of the official contracts in terms of which a trainee artisan or trainee specified skills employee is employed and trained by the employer as prescribed in the relevant contract;

"contributions" means any payments which the employer or employees are liable to make to the Council in terms of this Agreement, and "levies" has a corresponding meaning;

"craftsman" means an employee in a designated trade who is permitted to perform the work as defined in clause 3 of Chapter 2, who has successfully completed all prescribed courses for a particular trade at a practical institutional training centre and the on-site period of training as prescribed;

"day" means the period of 24 hours from midnight to midnight;

"emergency work" means any work which must urgently be performed to ensure the health and safety of the public or other work of pressing necessity which could not have been foreseen or prevented;

"employee" means—

- (a) any person, excluding an independent contractor, who works for another person or for the State and who receives remuneration; and
- (b) any other person who in any manner assist in carrying on or conducting the business of an employer, and "employed" and "employment" have meaning corresponding to that of "employee";

"employer" means any person whomsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whomsoever in any manner to assist him in the carrying on or conducting of his business; and "employ" and "employment" have corresponding meanings;

"emergency service" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 8;

"foreman" means an employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- (b) giving out work to other employees under his control and supervision;
- (c) maintaining discipline;
- (d) being directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on the site(s);

"general foreman" means an employee who gives out work to and directly co-ordinates and supervises those categories of employees covered by this Agreement and whose duties encompass any one or more of the following activities:

- (a) Supervision;
- (b) taking charge of a contract or contracts;
- (c) maintaining discipline;
- (d) being responsible to the employer for efficiency and production on the site(s);
- (e) performing skilled work, whether in an instructional capacity or otherwise;

"general worker" means an employee engaged in any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in the definitions of "skilled employee" and "semi-skilled employee", but includes supervising other general workers;

"labour-only contract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than laid down in clause 4 of Chapter 1, and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

"labour-only contractor" means a person undertaking labour-only contracting;

"levies" means any payments which the employer or employees are liable to make to the Council in terms of this Agreement; and "contributions" has a corresponding meaning;

"lock-up" means any shed, room, workshop, factory or similar place, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, all windows, fanlights and other openings to be properly burglar-proofed, the whole to be so constructed as to provide a place for the safe-keeping of employees' tools and clothes at any time;

"new general worker" means a general worker during the first six (6) months of employment, who has never been employed in the Building Industry, in the area of application of this Agreement;

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of Chapter 1;

"person" includes—

- (a) a company which is a body corporate in its own right or registered as such under any Act; or
- (b) any body or person, whether a body corporate or not;

"prescribed wage" means that portion of the remuneration payable to an employee in terms of clause 4 of Chapter 1 in respect of the ordinary hours laid down in clause 8 of Chapter 1: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of Chapter 1, it means such higher amount; and for the purposes of this definition, "regularly" means two consecutive payments;

"production performance criteria (PPC)" means the performance standards for each task which are to be attained by the trainee during his in-service training;

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

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

"semi-skilled employee" means any specified skills employee, apprentice and trainee artisan;

"skilled employee" means any general foreman, foreman, craftsman, artisan and any employee engaged in an ancillary trade;

"skilled work" means any work in the Building and Dimensional Stone Industries which may be performed by an employee as defined under "skilled employee" and "semi-skilled employee";

"specified-skills employee" means an employee employed in a specific skills trade who is permitted to perform work as defined in clause 1 of Chapter 2, and who has successfully completed the prescribed courses in the specified skills at a practical institutional training centre and the on-site period of training as prescribed;

"suitable sleeping accommodation" means a waterproof shelter, capable of being securely locked, with a suitable floor and the necessary suitable washing facilities, stretchers, mattresses and separate lavatory accommodation;

"trainee artisan" means an employee registered as such with the Council and employed by his employer under a contract of service, who is permitted to perform skilled work in respect of the non-designated trades as defined in clause 2 of Chapter 2, and who does not qualify for an apprenticeship in terms thereof;

"trainee specified-skills employee" means an employee registered as such with the Council who is employed under a contract of service and who is permitted to perform skilled work in any one of the specified skills as defined in clause 1 of Chapter 2 for which he is so registered and who does not qualify for an apprenticeship in terms of the Manpower Training Act, 1981;

"training performance criteria (TPC)" means the performance standards for each task which are to be attained by the trainee during his institutional training;

"wet-weather shelter" means a shelter constructed of weather-proof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;

"working week" means from Monday to Friday.

(See also Chapters 2 and 3 for further definitions.)

4. PRESCRIBED WAGES

4.1 **General:** Wages of employees shall be adjusted either to the new prescribed wage, in terms of clause 4.1.1 of this Chapter, or by the amount of the across-the-board increase in terms of clause 4.1.2 of this Chapter, whichever is the greater. Furthermore, no employer shall pay and no employee shall accept wages at rates lower than prescribed in clause 4.1.1 of this Chapter, read with the remaining provisions of this clause:

4.1.1 Skilled, semi-skilled and unskilled employees:

SCHEDULE

Category of employee	Wage per hour		
	With effect from the date of coming into operation of this agreement	With effect from 12 October 1998	With effect from 11 October 1999
	R	R	R
Craftsman (negotiated).....	22,30	24,31	26,50
Artisan (negotiated).....	16,94	18,63	20,49
Specified-skills employee (negotiated).....	10,09	11,10	12,21
Artisan (joiner) (mass-manufacturing) (phased in to artisan).....	17,71	19,52	20,49
Artisan (wood machinist) (mass-manufacturing) (phased in to artisan).....	17,71	19,52	20,49
Specified-skills joiner assembler (mass-manufacturing) (phased in to specified skills).....	10,55	11,63	12,21
Specified-skills machine operator (mass-manufacturing) (phased in to specified skills).....	10,55	11,63	12,21
Manufacturing worker (mass-manufacturing) (78,3% of general worker on construction).....	5,21	5,79	6,42
General worker (not on construction) (85% of general worker on construction).....	5,66	6,28	6,97
General worker (on construction) (negotiated).....	6,66	7,39	8,20
New general worker (not on construction) (85% of new general worker on construction).....	5,10	5,66	6,28
New general worker (on construction) (lag 1 year behind a general worker on construction).....	6,00	6,66	7,39
Trainee artisan: Commencing wage (40% of artisan).....	6,78	7,45	8,20
After successful completion of institutional training (training performance criteria) and after successful completion of on-site training (production performance criteria) (65% of artisan).....	11,01	12,11	13,32
After passing the prescribed trade test (full artisan).....	16,94	18,63	20,49
Trainee specified-skills employee: Commencing wage (75% of specified-skills employee).....	7,57	8,33	9,16
After successful completion of institutional training (training performance criteria) and after a further three month's service (full specified-skills employee).....	10,09	11,10	12,21

4.1.2 Across-the-board increase: Employees already earning the above wages or more as reflected in 4.1.1 should at least receive the following increases:

Category of employee	Wage per hour		
	With effect from the date of coming into operation of this agreement	With effect from 12 October 1998	With effect from 11 October 1999
	R	R	R
Craftsman.....	1,84	2,01	2,19
Artisan.....	1,54	1,69	1,86
Specified-skills employee.....	0,92	1,01	1,11
Manufacturing worker (mass-manufacturing).....	0,51	0,58	0,63
General worker (not on construction).....	0,56	0,62	0,69
General worker (on construction).....	0,66	0,73	0,81

Category of employee	Wage per hour		
	With effect from the date of coming into operation of this agreement	With effect from 12 October 1998	With effect from 11 October 1999
	R	R	R
Trainee artisan (non-designated)	0,62	0,67	0,75
After training performance criteria and production performance criteria.....	1,00	1,10	1,21
Trainee specified-skills employee.....	0,69	0,76	0,83

4.2 Suspension of employees: Subject to the provisions of clause 8.3, an employer shall pay to any of his employees who he had temporarily suspended from work an amount equivalent to the wages and allowances which any such employee should have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this clause shall not apply to employees suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, hostilities, illegal collusion of workmen, terrorism, explosion and/or similar emergencies.

4.3 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 prescribed for his class of work in the Agreement, shall continue to receive such higher wage whilst employed by the same employer on the same class of work.

4.4 Differential rates: An employee who on the same day performs two or more classes of work for which different rates of wages are prescribed in this Agreement or any other agreement of the Council, shall be paid at the highest rate of all the hours worked on that day: Provided that where an employee performs the work in a higher class for three hours or less per day, he shall be paid at the higher rate only in respect of the time actually occupied on such higher graded work.

4.5 Tool allowance: An employer shall pay any skilled employee who is employed in the manufacturing and installation of purpose-made joinery an allowance of 10c per hour whilst so employed.

4.6 New general worker:

4.6.1 The Council shall verify the status of this worker, utilising the Council's contribution records.

4.6.2 The wage of a new general worker shall be as prescribed in clause 4.1.1 of Chapter 1.

4.6.3 Contributions as prescribed in Chapter 5 of this Agreement shall not apply to a new general worker.

4.6.4 All levies as prescribed in Chapter 5 of this Agreement shall be paid to the Council on a weekly basis.

4.6.5 If an employer fails to comply with the provisions of clause 4.6, he shall be responsible for the payment of wages of a general worker, as prescribed by this Agreement.

5. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

5.1 General: Wages, earnings for overtime, allowances in terms of this Agreement and all other remuneration due to an employee shall be paid in cash or by cheque, or may be deposited into the employee's account with a financial institution. Such remuneration may be paid either weekly, bi-weekly or monthly, depending upon the arrangement between the employee and the employer.

5.2 Waiting time: Upon termination of employment, an employer shall pay such employee all wages, allowances and other remuneration up to the time such payment is made, in respect of every working hour or part thereof, from the time of termination of employment until the time of final payment. Payment shall be made not later than two working days after termination of employment: Provided that—

5.2.1 waiting time shall not be paid for more than 16 hours;

5.2.2 waiting time shall not be payable in addition to payment in lieu of notice in terms of clause 11 of Chapter 1;

5.2.3 an employee who terminates his employment without having given and served the required notice shall not be entitled to payment for waiting time;

5.2.4 an employee who is not entitled to notice in terms of clause 11 of Chapter 1 shall be entitled to waiting time only if he is not paid within 16 working hours from the time of termination of employment.

For the purposes of this paragraph, disbursement by registered post shall be deemed to constitute due payment. The date of payment shall be deemed to be the same as the date on which the letter was posted.

5.3 Remuneration particulars: Every employer shall at the date of payment issue the employee with a statement setting out in detail how the gross remuneration has been calculated, what deductions have been made and the nett remuneration payable, and the value of contributions which the employer has paid over to the Council and the cumulative number of contributions up to and including the last date in respect of each payment made.

5.4 Overtime: For the purposes of this Agreement, all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of this Chapter shall be deemed to be overtime: Provided that an employee shall be paid for overtime at overtime rates only after having completed 40 hours per week at his ordinary rate of wage, except in case where an employee has started with an employer during the week in which overtime has been worked and for that reason has not been able to complete 40 hours per week.

5.4.1 Notwithstanding the above provision, any public holiday falling within any working week shall be deemed to be time worked for the purpose of calculating overtime as above.

5.4.2 Any employee who is required to work any time outside the ordinary hours prescribed in clause 8 hereof, shall be paid as follows:

5.4.2.1 One and a third times his actual rate of wage for all overtime worked from Mondays to Fridays;

5.4.2.2 one and a half times his actual rate of wage for time worked on Saturdays;

5.4.2.3 double the rate of his actual wage for time worked on Sundays.

5.4.3 The ordinary hours of work plus all overtime worked shall not exceed 56 hours per calendar week.

5.4.4 *Overtime provisions:* Should an employer require his employees to work overtime he shall give them at least 16 hours' notice of such fact: Provided that no prior notice shall be required to work overtime when employees are engaged in emergency service nor shall any notice be required when, owing to emergency work, employees are required to work overtime.

5.5.1 *Reporting of non-payment:* Any employee who qualifies in terms of this Agreement or any other agreement of this Council for payment by his employer of wages and/or contributions to the Council on his behalf in terms of the various funds, and who was not paid in terms of the provisions of this Agreement, shall report such non-payment of wages or contributions in terms of clause 2 of Chapter 5 to the Council within a period of 10 weeks from the date of such failure to pay.

5.5.2 Where the employee has reported the non-payment within the period as prescribed in clause 5.5.1 hereof, he shall be entitled to payment by the Council from the guarantee held by it in respect of the employer who has failed to make such payment, and then only to the extent of moneys available in terms of such guarantee.

5.5.3 An employee who has failed to report any non-payment as prescribed shall forfeit any rights of recovery and the Council shall not act against the employer in terms of this Agreement unless misrepresentation by the employer has been proved.

5.5.4 If an employee has deserted or terminated his employment without notice, the Council shall, on application by the employer, deduct and pay over the amount owing to the employer, which shall equal the required notice period, from the holiday pay of the employee.

5.6 Shift work: An employer shall be permitted to employ his employees on shift work: Provided, however, that the provisions of clauses 5 and 8 have in essence been complied with.

6. REGISTRATION OF EMPLOYEES

6.1 Every employer shall, within a period of seven days from the date of employment of an employee, register such employee with the Council, but shall, notwithstanding the above provisions, pay such employee the remuneration, allowances and contributions in terms of this Agreement applicable to the category of employee so engaged, unless an exemption has been obtained.

6.1.1 An employee employed in any of the designated trades as defined in clause 3 of Chapter 2, who—

6.1.1.1 has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recommended practical institutional training centre; and

6.1.1.2 has successfully completed the PPCs (production performance criteria) during an on-site period of training; and

6.1.1.3 has passed the required trade test; and

6.1.1.4 has obtained the National Technical Certificate Part 11 (N2),

shall be registered as a craftsman.

6.1.2 An employee employed in any of the non-designated trades as defined in clause 2 of Chapter 2, who—

6.1.2.1 has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recommended practical institutional training centre; and

6.1.2.2 has successfully completed the PPCs (production performance criteria) during an on-site period of training; and

6.1.2.3 has passed the required trade test,

shall be registered as an artisan.

6.1.3 An employee engaged in the performance of any of the activities as defined in clause 1 of Chapter 2, who—

6.1.3.1 has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recognised practical institutional training centre; and

6.1.3.2 has completed the PPCs (production performance criteria) during an on-site period of training of at least three months,

shall be registered as a specified-skills employee.

6.1.4 The Council shall have the right to determine any other additional specified skills categories from time to time.

6.1.5 Notwithstanding the provisions of clause 6.1 hereof, the Council may, however, in its discretion refuse an application of an individual employer for the registration of trainee specified-skills employees, should an investigation prove that the employer has not complied with the training requirements of such class of employee.

6.2 Every employer who employs an employee to perform skilled work, who is not in possession of the necessary qualifications to perform such work, shall register the employee with the Council within seven days of the engagement and shall—

6.2.1 enter into the prescribed contract of apprenticeship in terms of the Manpower Training Act, 1981; or

6.2.2 enter into the contract of service for a trainee artisan prescribed in the relevant contract; or

6.2.3 enter into the contract of service for a trainee specified-skills employee prescribed in the relevant contract; or

6.2.4 enter into the contract of service prescribed by the Council from time to time, in terms of which employees are being trained by the employer in trades or skills in respect of which no institutional training exists.

6.3 An employer shall pay a trainee or learner in accordance with the level of competency reached and in accordance with the remuneration and allowances determined for the successful completion of the relevant training courses.

6.4 Any employee referred to in clause 6.3 hereof who has not successfully completed any training course(s) shall remain at the level of remuneration commensurate with the level of skill attained, and the employer shall be permitted to continue employing such employee on the conditions applicable.

6.5 All skilled and semi-skilled employees at present registered as such with the Council shall retain their existing status at the date of the implementation of this Agreement. Notwithstanding the above, the Council may, however, amend or withdraw any certificate of registration issued to any class of employee and may reclassify the employee to whom a certificate had been issued whenever the Council is convinced that the original registration and classification of the employee concerned had been incorrectly issued. The decision of the Council shall be final and binding.

6.6 Any employee who is required to register with the Council in terms of the provisions of this Agreement shall on demand of an agent of the Council produce the registration certificate issued to him by the Council.

6.7 All employees who were registered as master craftsmen on 3 September 1990 shall, for the purpose of this Agreement, deemed to be registered as craftsmen.

7. PROHIBITED EMPLOYMENT

7.1 Subject to the provisions of clause 6.1 of this Chapter, no employer shall permit an employee to perform work for which he is required to register in terms of clause 6 of this Chapter, unless such employee is registered in the proper category.

7.2 No employee may perform work for which there is a requirement to register unless he is so registered.

7.3 Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement, any Act or wage regulating measures which prohibits a person to perform an operation shall be deemed to relieve the employer from paying such a person the prescribed wages and allowances of an artisan which he would have had to pay, and observing the conditions which he would have had to observe, had the performance of the particular operations by the person concerned not been prohibited, and the employer shall remain liable to pay such remuneration and observe such conditions as if the performance of the particular operations by the person concerned had not been prohibited.

7.4 An employee who is registered, or who would qualify for registration with the Council, in a higher category, shall within 10 working days of engagement produce proof to his employer of such higher qualification, failing which the employee shall be deemed to be an employee in the category in which he was so engaged.

8. HOURS OF WORK

8.1 The ordinary hours of work shall be 40 hours in any one week, calculated at not more than eight hours per day, Mondays to Fridays.

8.2 No employee shall be allowed to work for longer than five hours in any one day without an interval of at least 30 minutes.

8.3 **Short time:** Every employer who, owing to insufficient work, requires an employee to work short time, shall notify the Council of such decision after agreement with his employees to work short time.

9. ANNUAL LEAVE

9.1 An employee who has worked 48 weeks in any one year and for whom holiday fund contributions have been paid shall be entitled to 15 fully paid working days' leave per annum.

9.2 The annual leave period shall be for four calendar weeks, which shall commence on the Friday immediately before 16 December, or such day as the Council may determine, but not later than 16 December.

9.3 No employer shall require an employee to perform and no employee shall perform any work in the Industry during the holiday period prescribed in clause 9.2 hereof, without the permission of the Council being obtained.

9.4 Notwithstanding the provisions of clause 9.3 hereof, an employer and his employees may agree to work for a maximum period of two weeks during the annual leave period at normal rate plus contributions: Provided that no work shall be performed during the weeks in which Christmas Day and New Year's Day fall.

10. PUBLIC HOLIDAYS

10.1 Public Holidays shall be as defined in the Public Holidays Act, 1994.

10.2 An employee who is not required to work on a public holiday which would normally be a working day, shall receive his normal daily remuneration in respect of that public holiday.

10.3 An employee who works on a public holiday falling on a day which otherwise is an ordinary working day, must receive his normal daily remuneration, plus either—

- (a) rate equal to his actual basic wage in respect of all hours worked on that day, or
- (b) an amount of at least one-third of his wage rate for the time worked on that public holiday, and, within seven days of the public holiday, one day's paid leave.

10.4 An employee who is required to work on a public holiday which falls on a Saturday or a Sunday shall be paid in accordance with normal overtime rates, and shall not be entitled to any additional payment on such a public holiday.

11. TERMINATION OF SERVICE

11.1 Subject to the provisions of the Labour Relations Act, 1995, whenever an employer or an employee intends terminating a contract of employment—

- 11.1.1 during the first 24 months of employment, he shall give to the other party five working days' notice of termination of such contract of employment;
- 11.1.2 after 24 months of employment, up to and including 60 months of employment, he shall give the other party 10 working days' notice of termination of such contract of employment;
- 11.1.3 after 60 months of employment, he shall give the other party 20 working days' notice of termination of such contract of employment.

11.2 Notwithstanding the above provisions, the parties may enter into a written contract which provides for a period of notice which is longer than the periods stipulated above.

11.3 Notice of termination of service shall be given in writing.

11.4 The provisions of this clause shall not affect the right of an employer or any employee to terminate the contract without notice for any cause recognised by law as sufficient and shall not affect the operation of any forfeiture or penalty which by law may be applicable in respect of an employee who deserts.

11.5 An employer shall, upon termination of a contract of employment where the employee's employment exceeded 65 working days, furnish the employee with a certificate of service giving the full names of the employer and the employee, the occupation of the employee, the date of commencement and the date of termination of the contract, and the wage of the employee as at the date of such termination.

11.6 Both the employer and the employee shall have the right to pay the other party the appropriate remuneration in lieu of the prescribed notice period.

12. STORAGE OF TOOLS

12.1 On all work sites and workshops where the duration of the work is in excess of 12 calendar weeks, the employer shall—

- 12.1.1 provide a lock-up for locking up the employee's tools at all times;
- 12.1.2 be responsible for keeping lock-ups properly and/or securely locked at all times;
- 12.1.3 be responsible for insuring the tools of an employee against loss by fire.

12.2 Notwithstanding the period referred to in clause 12.1 hereof, the employer shall be responsible for the safe keeping of the employee's tools.

13. DESIGNATED AGENTS

13.1 The council shall appoint persons to assist with the implementation of the agreement and shall apply to the Minister in terms of section 33 of the Act that these employees be made designated agents.

13.2 Before carrying out any investigation in terms of this Agreement, the designated agent shall, where practical, inform the employer or a responsible person in the employ of the employer of his intentions.

13.3 Every person upon whom the provisions of this Agreement are binding shall assist the designated agent to the best of his ability to enable the agent to carry out the above provisions.

14. REGISTRATION OF EMPLOYERS

14.1 Every employer in the Industry who—

- 14.1.1 is not registered at the date of commencement of this Agreement, shall register with the Council within one month from such date;
- 14.1.2 commences operation subsequent to the commencement of this Agreement, shall register with the Council within one month from such commencement.

14.2 Every employer required to register with the Council shall provide the Secretary with the following particulars; on the specified form:

- 14.2.1 Full name and identity number;
- 14.2.2 trading name;
- 14.2.3 business address;
- 14.2.4 residential address; and
- 14.2.5 the trade or trades in which he is involved in the industry.

14.3 Where an employer is carrying on business as a partnership, company or close corporation, the information in accordance with clause 14.2 hereof shall be furnished in respect of each partner, director or member, respectively.

14.4 Every registered employer shall notify the Council in writing of any change in the particulars referred to in clause 14.2 hereof, within 14 days of such change.

14.5 Any registered employer who intends to cease operating as such is required to notify the Secretary of the Council in writing at least 14 days prior to the date on which he intends such cessation.

14.6 Every employer in the Industry shall, together with his application for registration, lodge with the Council a guarantee in a form acceptable to the Council to cover the following payment in respect of his employees:

- 14.6.1 Where the employer pays his employees on a weekly basis, the guarantee shall cover two weeks' wages as prescribed in clause 4 of this Chapter and two weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall not be less than R1 000;
- 14.6.2 where an employer pays his employees bi-weekly, the guarantee shall cover three weeks' wages as prescribed in clause 4 of this Chapter and three weeks' contributions in terms of this Agreement in respect of all employees: Provided that the minimum guarantee shall not be less than R1 000;
- 14.6.3 where an employer pays his employees on a monthly basis, the guarantee shall cover five weeks' wages as prescribed in clause 4 of this Chapter and five weeks' contributions in terms of this Agreement in respect of all employees: Provided that the minimum guarantee shall not be less than R2 000:
 - 14.6.4.1 In the event of any employer increasing the number of his employees at any time after the amount of his guarantee has been assessed by the Council, such employer shall, within 21 days of the date on which the Council notifies such employer, or within such further period as may be allowed by the Council, increase the amount reassessed by the Council, in accordance with the provisions of clause 14.6.1 hereof, in relation to the increased number of employees.
 - 14.6.4.2 The Council shall likewise permit an employer to reduce the amount of his guarantee where a reduction in the number of employees employed by such employer warrants a reduction: Provided that no such reduction shall be permitted by the Council unless such employer has applied to the Council, in writing, for the amount of such guarantee to be reduced.
 - 14.6.4.3 No increase or reduction of the amount of any guarantee in accordance with the provisions of clauses 14.6.4.1 and 14.6.4.2 shall be required or permitted at intervals of less than six months.
 - 14.6.4.4 This clause shall not apply to a member of the employers' organisation which is a party to this Agreement which provides insurance guarantees.

14.7 Where an employer has lodged a guarantee and has for a period of at least 12 consecutive calendar months not complied with the provisions of clause 2 of Chapter 5, such guarantee shall become forfeited to the general funds of the Council and his registration as an employer shall be cancelled after notification thereof by the Council by registered letter sent to his last known address: Provided that the Council shall at any subsequent date, on application by such employer, supported by proof substantiating his claim and proof that he has complied with all the provisions of the Agreement, as may be required by the Council, refund to such employer such guarantee together with interest accrued thereon at the rate as determined by the Council from time to time.

14.8 The Council shall be entitled to utilise any guarantee lodged by an employer, in whole or in part, to pay any amount which may be due to the Council by such employer in respect of allowances, contributions or wages which may be due to any one or more employees employed by such employer, where the Council is satisfied that such allowances, contributions or wages are due and payable to the employees concerned.

14.9 Employers may through their organisations take out an insurance policy in order to obtain the cover as envisaged in clause 14.6.1.

15. LABOUR-ONLY CONTRACTORS

15.1 No labour-only contractor shall undertake work in the Building Industry in terms of a labour-only contract unless he is registered with the Council as an employer of, if he is not an employer, as if he were an employer.

15.2 Contractors shall award work to labour-only contractors only if proof of registration with the Council can be provided and compliance with the Council's Agreement is verified by the Council. Contractors shall not be responsible for claims by the employees of labour-only contractors, if the contractor has fulfilled this condition.

15.3 Contractors who fail to comply with the provisions of clause 15.2 shall, however, be held responsible only for the payment of wages and contributions of the employees of the unregistered labour-only contractor if such labour-only contractor is unable to fulfil his obligations in terms of this Agreement.

16. NOTICE-BOARD

Every employer shall wherever building operations are being carried out by him which are of more than one month's duration, display in a conspicuous place accessible to the public, a notice-board of a size not less than 60 cm by 45 cm showing the business name and business address of such 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.

17. EXHIBITION OF AGREEMENT

Every employer shall exhibit a legible copy of this Agreement on every job site of more than six months' duration and at the ordinary place of business, in a conspicuous position, easily accessible to all his employees.

18. WET-WEATHER SHELTER

18.1 At any site where building operations are being conducted, employers shall provide suitable accommodation—

18.1.1 to serve as a shelter for employees during wet weather;

18.1.2 to serve as a changing room: Provided that this provision shall not apply on sites where fewer than 25 employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit accommodation of a changing room.

19. REFRESHMENT INTERVAL

All employees shall be entitled to a refreshment interval of 20 minutes' duration per day to be taken by arrangement between employer and employee, which shall be deemed to be time worked. Suitable amenities for the purpose of preparing refreshments shall be provided by the employer.

20. EXEMPTIONS

20.1 In terms of section 32 of the Labour Relations Act, 1995, the Council hereby establishes an Independent Exemptions Board to consider applications for exemption from non-parties in relation to any of the provisions of this Agreement for any good and sufficient reason.

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

20.3 All applications for exemption shall be substantiated, and such substantiation shall include the following details:

20.3.1 The period for which the exemption is required;

20.3.2 the Agreement and clauses or subclauses of the Agreement from which exemption is required;

20.3.3 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, shall be included with the application.

20.4 The General Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Joint Standing Committee meeting, for comment.

20.5 The General Secretary of the Council shall provide the Exemptions Board with details of all the applications for exemption.

20.6 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 substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

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

20.8 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.

20.9 **Exemption criteria:** The Exemptions Board shall consider all applications for exemption with reference to the following criteria:

20.9.1 The written and verbal substantiation provided by the applicant;

20.9.2 the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;

20.9.3 the scope of exemption required;

20.9.4 the infringement of basic conditions of employment rights;

20.9.5 the fact that a competitive advantage is not created by the exemption;

- 20.9.6 the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
- 20.9.7 the extent to which the proposed exemption undermines collective bargaining and labour peace in the Building Industry;
- 20.9.8 any existing special economic or other circumstances which warrant the granting of the exemption; and
- 20.9.9 cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

21. RIGHTS OF TRADE UNION OFFICIALS

Officials of the trade unions which are parties to this Council shall in the ordinary course of their duties have access to building sites and workshops during working hours for the purpose of discussing recruitment and trade union membership with the employees working the site: Provided that trade union officials shall not be allowed to interfere with the continued performance of work by any employee without the prior consent of the employer or his duly authorised representative: Provided further that such permission shall not be unreasonably withheld.

22. EMPLOYEE LEVY

22.1 An amount of R2,50 per week shall be deducted from the wages of all general workers and R3,70 from the wages of all other employees who have worked for an employer for not less than three full days during the week.

22.2 Amounts deducted in terms of clause 22.1 hereof shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a trust account.

22.3 The amount standing to the credit of the employee shall be paid to him by the Council by not later than the commencement date of the annual leave period each year, less any amount authorised by the employee to be paid in respect of subscriptions to a trade union that is a party to the Council.

22.4 The Council may in its discretion include the amount referred to in clause 22.1 hereof in any contribution which it may from time to time introduce.

22.5 Any employee not belonging to any of the trade unions that are parties to the Council may request to be exempted from the provisions in clause 22.1.

23. EMPLOYER PARTY LEVY

23.1 Every employer who is a member of the employer's organisation which is a party to this agreement, shall, in respect of every employee employed by him, pay to the Council the amount prescribed in the constitution of the employers' organisation.

23.2 The Council shall, on a monthly basis, pay over to the employers' organisation referred to above the amounts collected by it in terms of this clause.

24. PROHIBITION OF DISPUTES AND/OR DEADLOCKS

24.1 Subject to the applicable provisions of the Labour Relations Act, 1995, and the Constitution of this Council, any party or person bound by this Agreement, whether he/she/it is a natural or juristic person, may declare a dispute or deadlock against any other party or person bound by this Agreement, whether he/she/it is a natural or juristic person: Provided that no action in relation thereto is instituted earlier than six months prior to the expiry of this Agreement, or expiry of any extension thereof.

24.2 Clause 24.1 of this Agreement shall apply only to issues to be included into the next or following Gauteng Building Bargaining Council Agreement.

24.3 No person or party bound by this Agreement may declare a dispute or deadlock or perform any act in contemplation or furtherance of a dispute or deadlock on any issue regulated by this Agreement.

25. PROHIBITION OF STRIKES AND/OR LOCKOUTS

25.1 Subject to the applicable provisions of the Labour Relations Act, 1995, any party or person bound by this Agreement, whether he/she/it is a natural or juristic person, may participate in legal actions of strike or lockout: Provided that no action in relation thereto is instituted earlier than six months prior to the expiry of this Agreement, or the expiry of any extension thereof.

25.2 Clause 25.1 of this Agreement shall apply only to issues to be included into the next or following Gauteng Building Bargaining Council Agreement.

25.3 No person or party bound by this Agreement may participate in a strike or lockout or any conduct in contemplation or furtherance of a strike or lockout on any issue regulated by this Agreement.

26. PROHIBITION OF TWO-TIER BARGAINING

All employers and employees to whom this Agreement is applicable are bound not to attempt to renegotiate any of the conditions contained in this Agreement at company or plant level, irrespective of whether there is a valid recognition agreement in force between a union and an employer, during the currency of this Agreement or subsequent period of extension, unless the employer voluntarily agrees to waive this prohibition.

27. GENERAL

27.1 No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit the payment to any employee of remuneration to be less than that prescribed in this Agreement or the application to any employee of any treatment, or the granting to him of any benefits less favourable to him than the treatment or benefits prescribed in this Agreement or any other agreement, nor shall it effect any waiver by any employee of the application to him of any provision of this Agreement or any other agreement. Any such agreement shall be void.

27.2 Every provision of clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

28. SAFETY PROVISIONS

Every employer and every employee shall comply with the provisions of the Occupational Health and Safety Act, 1993, and the regulations made thereunder.

29. PROCEDURAL GUIDELINES AND CONTRACTS OF SERVICE

29.1 Procedural guideline in respect of—

- 29.1.1 retrenchment;
- 29.1.2 the handling of grievances;
- 29.1.3 disciplinary action.

29.2 Copies of the applicable contracts of service in relation to the different training structures are available at the offices of the Gauteng Building Bargaining Council to assist employers and employees.

30. PRODUCTIVITY GUIDELINES

Productivity guidelines shall be issued by the Council from time to time.

31. DISPUTE RESOLUTION LEVY

31.1 Every employer in the Building Industry shall, in respect of every employee employed by him, pay to the Council an amount, as prescribed in Chapter 5 of this Agreement, for the maintenance of a dispute resolution system, as required by the Labour Relations Act, 1995.

31.2 An amount, as prescribed in Chapter 5 of this Agreement, shall be deducted from the wages of every employee employed in the Building Industry and paid over to the Council by his employer, for the maintenance of a dispute resolution system, as required by the Labour Relations Act, 1995.

32. RESOLUTION OF DISPUTES

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

- 32.1 Any dispute in terms of this Agreement shall be referred to the Council in writing. The Council shall attempt to resolve the dispute through conciliation using a suitably qualified conciliator.
- 32.2 If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration.
- 32.3 An unresolved dispute that was referred for arbitration shall be handled in terms of the Labour Relations Act, 1995. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall, in its 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.

CHAPTER 2

CLASSIFICATION AND DEFINITION OF TASKS

1. SPECIFIED SKILLS

1.1. Specified-skills and trainee specified-skills employees may perform any one or more of the following operations in the specified skills listed below:

- 1.1.1 *Blocklaying*: Laying blocks as defined, taking levels, plumbing angles, placing door jambs and window frames in position, setting up profiles or jigs.
- 1.1.2 *Paving*: Laying paving blocks, paving bricks and slabs, setting out, determining levels and falls.
- 1.1.3 *Formwork erection*: Assembling and erecting formwork of wood and steel for walls, columns, beams and slabs.
- 1.1.4 *Scaffold erection*: Marking out, erecting and levelling all forms of scaffolding.

- 1.1.5 *Stock bricklaying*: Laying stock bricks to a profile or jig, but excluding setting up profiles, jigs, door frames and window frames, checking the plumbing and levelling of door frames and window frames during construction or adjoining work.
- 1.1.6 *Concrete floating*: Determining levels and falls, floating and finishing concrete by hand or machine.
- 1.1.7 *Plant operating*: Operating cranes, earthmoving equipment or similar equipment; operating electrical or mechanical machines such as concrete mixers, saws, edge cutters/grinders, polishers, and sandblasting and letter-cutting machines; operating jib hoists; driving vehicles, mechanical dumpers and tractors; operating woodworking machines and sprayguns; toolmaking (mason's trade).
- 1.1.8 *Roof tiling/slating*: Marking out; fitting, cutting and/or fixing roof tiles and ridging concrete/terracotta, asbestos or slate.
- 1.1.9 *Roof sheeting*: Marking out; fitting, cutting and/or fixing metal roof sheeting and ridging and/or metal files and ridging.
- 1.1.10 *Joinery assembling*: Assembling and fitting all joinery components.
- 1.1.11 *Aluminium assembling and welding*: In factory or workshop assembling, fixing and welding aluminium windows, shopfronts, doors, door frames, counters, shower cubicles, verandah enclosures and awnings, including glazing and fixing aluminium components on site.
- 1.1.12 *Ceiling fixing*: Erection and installation of patented suspended ceilings systems.
- 1.1.13 *Partition erection*: Erection and installation of aluminium and dry-wall partitioning systems complete with doors and locks, but excluding purpose-made partitions.
- 1.1.14 *Prefabricated cupboard installation*: Erection and installation of prefabricated cupboards and cabinets in steel and wood.
- 1.1.15 *Plastering assistance (assistant to plasterer)*: Bagging, one-coat plastering walls and ceilings, excluding columns, domes, beams, piers and arches screeding concrete floors, excluding steps and thresholds.
- 1.1.16 *Tiling assistance (assistant to tiler)*: Screeding floors; laying floor tiles, including cutting and jointing; fixing wall tiles to plastered wall with adhesives, including cutting, but excluding reveals, sills, columns and piers.
- 1.1.17 *Waterproofing assistance (assistant to waterproofer)*: Waterproofing and dampproofing all horizontal/sloping and vertical surfaces, including tanking with all types of roofing membranes, sheets and lacquer or semi-lacquer mastic coatings.
- 1.1.18 *Gutter fixing*: Fixing metal, PVC or asbestos gutters and downpipes, marking out and fixing underflashing or stepflashing.
- 1.1.19 *Asphalting*: Application of asphalting to all surfaces.
- 1.1.20 *Painting assistance (assistant to painter)*: Applying primers and undercoats to all surfaces; applying final coats to wall and ceilings with a roller, including cutting in the painted panels by brush.
- 1.1.21 *Applications*: Setting out; mixing and applying all types of special wall coverings and/or textured coating.
- 1.1.22 *Domestic glazing*: Fitting and facing ordinary and beaded frames in both steel and wood.
- 1.1.23 *Carpet fitting*: Setting out and marking out; cutting, laying and/or stretching and jointing all types of carpets.
- 1.1.24 *Resilient floor laying*: Setting out and marking out; laying and fixing floors of wood, mosaic, composite rubber or any other material, fixing all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, Malthoid, asphalt tiles or asphalt-based material, cork, rubber vinyl and plastic compositions.
- 1.1.25 *Plumbing assistance (assistant to plumber)*: Assembling and fixing cast iron, steel, PVC, copper and plastic pipes and fittings to walls and floors, fixing sanitary fixtures and fittings, including geysers, to walls.
- 1.1.26 *Drainlaying assistance (assistant to drainlayer)*: Laying PVC, pitch fibre, earthenware, cast iron and concrete pipes; fixing gullies, grease traps and similar fittings.
- 1.1.27 *Pre-cast wall and fence erection*: Setting out; installation and plumbing of pre-cast walls and fences, including installation of doors and gates.
- 1.1.28 *Memorial stone fixing*: Setting out; determining levels, laying foundations, fixing and dismantling memorial stones, driving vehicles, operating lifting equipment.

In the event of a difference of opinion on the interpretation of the above definitions, the Council shall give a ruling which shall be final and binding.

2. NON-DESIGNATED TRADES (ARTISAN TRADES)

2.1 An artisan or trainee artisan may perform any one or more of the following operations in the trades which are parts of a designated trade as listed hereunder:

- 2.1.1 *Bricklayer*: Setting out; laying stock and face bricks in foundations and superstructures, building in door frames and window frames; plumbing angles, setting-up profiles and jigs, but excluding the building of arches, piers, copings, and sills and decorative brickwork.

- 2.1.2 *Construction carpentry*: Setting out; interpreting drawings and determining levels, constructing and erecting all types of formwork, setting out and constructing and erecting shoring.
- 2.1.3 *Finishing carpentry*: Setting out; interpreting drawings and determining levels, hanging doors, fitting locks, manufacturing and fixing cupboards, cabinets, wall panelling, suspended wooden floors and partitions, fixing skirtings and mouldings.
- 2.1.4 *Roofing carpentry*: Setting out; interpreting drawings and marking out, determining levels, making, fixing and erecting timber truss templets and trusses, hips and valleys, making up and fitting flashing, supervising the fitting, cutting and/or fixing of roof tiles, roof sheeting and ridging concrete, asbestos, slate and metal or similar material.
- 2.1.5 *Ceiling and partition erection*: Setting out; interpreting drawings and determining levels, erecting all types of partitions and ceilings, including hanging doors and fitting locks.
- 2.1.6 *Painting*: Interpreting drawings and painting schedules, applying all coats and paint, varnish, stain and lacquers or similar material to all surfaces; mixing and matching colours.
- 2.1.7 *Glazing (patent)*: Setting out; interpreting drawings and marking out, fitting and glazing ordinary and beaded frames in both steel and wood, fitting and glazing steel, wood and aluminium components with various types of glass, using conventional and patented glazing methods, sealing with silicone, polysulphide and similar products.
- 2.1.8 *Waterproofing*: Interpreting drawings; setting out; supervising and executing all waterproofing and dampproofing operations, including tanking.
- 2.1.9 *Wood machining*: Setting out; interpreting drawings; setting up and operating circular saw punches, radial arm saws, chain saws, jig saws, planing, moulding, morticing, tenoning and sanding machines; operating wood turning machines; developing and sharpening moulding cutters; setting up and operating grinding cutters; profiling and sharpening equipment; making and using templets and jigs.
- 2.1.10 *Drainlaying*: Setting out; interpreting drawings and determining levels; marking out; laying drains to falls; concrete encasement; testing; building of manholes; benching and shoring; supervising other categories of employees.
- 2.1.11 *Plumbing*: Setting out; interpreting drawings; marking out; determining levels; supervising other categories of employees; sheet metal work; installation of all types of pipes and fittings for hot or cold water systems; including waste pipes; installation of sanitary fixtures and fittings, including geysers and valves.
- 2.1.12 *Plastering*: Setting out; marking out and interpreting drawings; one and two-coat plastering to all surfaces; screeding all surfaces including granolithic finishing.
- 2.1.13 *Banker masonry*: Setting out; marking out; interpreting drawings; cutting, surfacing and profiling stone, making templets; supervising the fixing of memorial stone.
- 2.1.14 *Wallpaper hanging*: Interpreting drawings; marking out; applying all types of wallpaper, including cutting and trimming.
- 2.1.15 *General artisan*: Executing the defined task of two or more of the non-designated trades.
- 2.1.16 *Reinforcing steel fixing*: Setting out; interpreting bending schedules and reinforcing layouts; supervising the placing and fixing of all classes of steel reinforcing and mesh.
- 2.1.17 *Masonry fixing*: Marking out; setting out; interpreting drawings; determining levels; setting up, fixing and dismantling natural and reconstructed stone.
- 2.1.18 *Letter cutting/stone decoration*: Setting out; marking out; cutting all types of letters and embellishments; supervising all other categories of employees.

3. DESIGNATED TRADES (CRAFTSMAN TRADES)

3.1 A craftsman or apprentice may perform one or more of the following operations in the designated trades listed below:

- 3.1.1 *Bricklaying*: Setting out; determining levels; interpreting drawings; laying stock and face bricks in all types of bonding in foundations and super structures; constructing lintels; paving in mortar; decorative brickwork; building all types of arches, piers, copings and sills; setting up and building in window frames and door frames; plumbing angles; setting up profiles or jigs.
- 3.1.2 *Carpentry*: Setting out; interpreting drawings; determining levels; constructing and erecting all types of formwork; setting out; constructing and erecting shoring; setting out and fixing reinforcing; interpreting beading schedules and reinforcing layouts; constructing moulds for pre-cast units; hanging doors; fitting locks; manufacturing and fixing cabinets, cupboards, wall panelling, suspended wooden floors and partitions; fixing skirtings and mouldings; making, fixing and erecting timber truss templets and trusses, hips and valleys; making up and fitting flashing; fitting, cutting and/or fixing roof tiles and ridging concrete, asbestos, slate or similar material; fitting, cutting and/or fixing metal roof tiles or roof sheeting and ridging; erecting all types of partitions and ceilings.

- 3.1.3 *Joinery and woodmachining*: Setting out; interpreting drawings; fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling; operating all wood-working machines, fixing locks and ironmongery.
- 3.1.4 *Shopfitting*: Setting out; interpreting drawings; fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling; operating all woodworking machines; fixing locks and ironmongery; gas or arc welding; folding and bending; fabricating and installing window frames, door frames, doors, windows, shopfronts, partitions and curtain walling in aluminium and other metals.
- 3.1.5 *Plastering and tiling*: Setting out; interpreting drawings and determining levels; screeding floors, steps and thresholds; rendering granolithic finishes to floors, steps and thresholds; constructing in site mouldings; laying paving blocks; paving bricks and slabs; one and two-coat plastering to all surfaces; applying and finishing polished terrazzo to walls, floors and staircases; applying decorative plastering; laying all kinds of wall and floor tiles to all types of surfaces; fixing mosaic to all types of surfaces.
- 3.1.6 *Plumbing and drainlaying*: Marking out and setting out; determining levels; interpreting drawings; supervising other categories of employees; sheet metal work; installing all types of pipes and fittings for hot and cold water systems, including waste pipes; installing sanitary fixtures and fittings, including geysers and valves; laying drains to falls; concrete encasement; testing; building manholes; benching and shoring.
- 3.1.7 *Painting and decorating*: Setting out; interpreting drawings and painting schedules; supervising all categories of employees; applying paints, varnishes and stains to all surfaces; applying paints by spraygun, fixing and matching colours; applying decorative finishing such as marbling and graining, stencilling, French polishing, stippling, wall paper hanging, domestic glazing.

CHAPTER 3

MASS-MANUFACTURING

1. GENERAL

1.1 The provisions of this Chapter shall be complied with by all employers and employees engaged in the Mass-Manufacturing Section of the Building Industry.

1.2 The provisions of Chapters 1, 2, 5, 6 and 7 of this Agreement shall *mutatis mutandis* apply to this Chapter. Where the provisions of those chapters are inconsistent with the provisions contained in this Chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

Any term used in this Chapter which is not defined herein but is defined in Chapters 1 and 2 of this Agreement, shall have the same meaning as in that Chapter; furthermore—

“artisan (joiner) (mass-manufacturing)” means an employee who is registered as such, who has complied with the requirements of clause 6.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (a) Marking and setting out;
- (b) manufacturing;
- (c) assembling;
- (d) planing; and
- (e) finishing woodwork;

“artisan (wood machinist) (mass-manufacturing)” means an employee who is registered as such, who has complied with the requirements of clause 6.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (a) Supervising machine operators and manufacturing workers;
- (b) the mechanical assembly, including setting up, removing, replacing and adjusting of cutting blades, and preparation for use of any one or more of the following machines:
 - (i) Spindles (upright and moulding);
 - (ii) cutter moulding machines;
 - (iii) planers;
 - (iv) thicknessers;
 - (v) tenoning machines;
 - (vi) four-siders; and
 - (vii) morticers and gang morticers;
- (c) attending, operating, starting and stopping any power-driven machine;

"built-in" means any process whereby an article is, or is intended to be structurally integrated or otherwise incorporated into a building permanently in such a manner that it loses its own separate identity and character and becomes part of the fabric of the building;

"craftsman (mass-manufacturing)" means an employee who is registered as such and who has complied with the requirements of clause 6.1.1 of Chapter 1;

"manufacturing worker (mass-manufacturing)" means an employee who under supervision performs any one or more of the following activities:

- (a) Attending, operating, starting and stopping any one or more of the following machines, but excluding setting up or making adjustments to such machines other than preselected adjustments which form part of the operation of the machines:
 - (i) Double or treble-drum or wide-belt sanding machines;
 - (ii) panel or door sanding machines;
 - (iii) sliding belt sanding machines;
 - (iv) cross-cut saws;
 - (v) morticers and gang morticers;
- (b) feeding materials to and drawing materials from power-driven, mechanically-fed woodworking machines;
- (c) under supervision, one or more of the following:
 - (i) Framing up and securing butt-jointed material and assembling manufactured components in jigs or cramps;
 - (ii) clamping or cramping doors and sashes;
 - (iii) operating automatic or manual presses;
 - (iv) placing and fixing in position windows or door-frames in panel apertures;
 - (v) assembling ceiling and floor panels to jigs;
 - (vi) fixing backs to fittings;
 - (vii) nailing up drawers and trays (including bottoms);
 - (viii) sanding timber with portable sanders;
 - (ix) drilling holes in timber, using portable power tools;
 - (x) cutting and trimming wedges;
 - (xi) application of the priming coat of paint or first coat of paint on all unpainted surfaces;

"Mass-manufacturing Section of the Building Industry" means, subject to the provisions of any Demarcation Determination in terms of the Act, that section of the building Industry as defined in clause 3 of Chapter 1 of the Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for articles and/or the assembly of such articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any metal and/or any other material, for use in the erection, completion, renovation, repair, maintenance or alteration of buildings or structures and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops;

"off-site workshop" means any premises that are not situated on a site where building construction activities are being carried out;

"specified-skills joiner assembler (mass-manufacturing)" means an employee registered as such, who has complied with the requirements of clause 6.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (a) Operating a portable router, morticer, planer or skill-saw to a jig;
- (b) cutting glass, face-putty work and removing and refixing beads;
- (c) morticing, jig tenoning, jig assembling and nailing selflocating and pinned door-frames, window frames, sashes and doors;
- (d) attaching hinges, stays and fasteners, using jigs, attaching sashes and louvres to frames and cutting and pinning glazing beads;

"specified skills machine operator (mass-manufacturing)" means an employee registered as such, who has complied with the requirements of clause 6.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (a) Supervising manufacturing workers;
- (b) attending, operating, starting, stopping, setting up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:
 - (i) Broom handle machines;
 - (ii) circular saws;
 - (iii) band re-saws;
 - (iv) end-and-edge-trimming machines;
 - (v) all wood block and mosaic floor machines;
 - (vi) spindles;
 - (vii) cutter moulding machines;
 - (viii) planers;
 - (ix) thicknessers;
 - (x) tenoning machines;
 - (xi) four-siders; and
 - (xii) morticers and gang morticers;

"wood" means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component.

3. WORKING DAYS AND HOURS OF WORK

3.1 The ordinary hours of work shall be—

- 3.1.1. from date of coming into operation of this agreement 44 hours in any one week, calculated at not more than 8,8 hours per day, Mondays to Fridays;
- 3.1.2 from 12 October 1998 to 8 October 1999: 42 hours in any one week, calculated at not more than 8,4 hours per day, Mondays to Fridays; and
- 3.1.3 from 11 October 1999 to 13 October 2000: 40 hours in any one week, calculated at not more than 8 hours per day, Mondays to Fridays.

CHAPTER 4

DIMENSIONAL STONE INDUSTRY

1. GENERAL

1.1 The provisions of this Chapter shall be complied with by all employers who are members of the employers' association and by all employees who are members of the trade unions who are parties to the Gauteng Building Bargaining Council, and are involved in the Dimensional Stone Industry.

1.2 The provisions of Chapters 1, 2, 5, 6 and 7 shall *mutatis mutandis* apply to this Chapter. Where the provisions of those chapters are inconsistent with the provisions contained in this Chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

Any term used in this Chapter which is not defined herein but is defined in Chapters 1 and 2 of this Agreement shall have the same meaning as in those chapters; furthermore—

"Dimensional Stone Industry" means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering monumental stonework, and includes all work executed or carried out by persons therein who are engaged in masonry, such as the preparation of stone for buildings, or other stonework, and also includes the winning of stone blocks of predetermined shapes and sizes by such methods as drilling, plugging or sawing for building, masonry and monumental purposes;

"general worker" means an employee engaged in any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in the definitions of "skilled employee" and "semi-skilled employee" as defined in Chapter 1 and shall also include the following employees:

- (a) Despatch worker;
- (b) erection assistant to fixer;
- (c) workshop helper: maintenance;
- (d) stone attendant; and
- (e) jackhammer hand drill operator;

"grade 1 employee" means any one of the following categories of employee:

- (a) Hand crane (elementary type) operator;

- (b) sandblaster;
- (c) workshop assistant;
- (d) export crating employee;
- (e) operator's assistant;

"grade 2 employee" means any one of the following categories of employee:

- (a) Hand polisher;
- (b) Portable polishing machine operator;
- (c) side/edge polishing machine operator;
- (d) Spekard/Jenilin polishing operator;
- (e) bench drill operator;

"grade 3 employee" means any one of the following categories of employee:

- (a) One, two or three-blade saw operator;
- (b) double-blade support saw operator;
- (c) quality controller;
- (d) profile grinder;

"grade 4 employee" means any one of the following categories of employee:

- (a) Automatic polishing machine operator;
- (b) polish block maker;
- (c) diamond block saw operator;
- (d) swing saw operator;
- (e) multiple blade saw operator;
- (f) team leader;
- (g) forklift driver;
- (h) driver of motor vehicle with code 8 licence;
- (i) flaming machine operator;
- (j) crane driver.

3. PRESCRIBED WAGES

3.1 **General:** Wages of employees shall be adjusted to either the new prescribed wage, in terms of clause 3.1.2 of this Chapter, or by the amount of the across-the-board increase in terms of clause 3.1.3 of this Chapter, whichever is the greater; furthermore, no employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause.

3.1.1 In order to calculate the wage rates for the various grades, the following formulas are applicable:

Grade 1 employee: General worker rate plus 20% of the difference between general worker rate and the specified skills rate.

Grade 2 employee: General worker rate plus 40% of the difference between general worker rate and the specified skills rate.

Grade 3 employee: General worker rate plus 60% of the difference between general worker rate and the specified skills rate.

Grade 4 employee: General worker rate plus 80% of the difference between general worker rate and the specified skills rate.

3.1.2 Skilled, semi-skilled and unskilled employees:

SCHEDULE

Category of employee	Wage per hour		
	From the date of coming into operation of this Agreement	With effect from 12 October 1998	With effect from 11 October 1999
	R	R	R
Craftsman	22,30	24,31	26,50
Artisan	16,94	18,63	20,49
Specified-skills employee.....	10,09	11,10	12,21

Category of employee	Wage per hour		
	From the date of coming into operation of this Agreement	With effect from 12 October 1998	With effect from 11 October 1999
	R	R	R
Grade 1 employee	7,35	8,13	9,00
Grade 2 employee	8,03	8,87	9,80
Grade 3 employee	8,72	9,62	10,61
Grade 4 employee	9,40	10,36	11,41
General worker	6,66	7,39	8,20

3.1.3 Across-the-board increase: The minimum increase for employees earning more than the prescribed wages as at the date of each wage increase as per schedule 3.1.2 shall be the following:

SCHEDULE

Category of employee	Wage per hour		
	From the date of coming into operation of this Agreement	With effect from 12 October 1998	With effect from 11 October 1999
	R	R	R
Craftsman	1,84	2,01	2,19
Artisan	1,54	1,69	1,86
Specified-skills employee	0,92	1,01	1,11
Grade 1 employee	0,72	0,78	0,87
Grade 2 employee	0,76	0,84	0,93
Grade 3 employee	0,82	0,90	0,99
Grade 4 employee	0,86	0,96	1,05
General worker	0,66	0,73	0,81

CHAPTER 5

1. FUND CONTRIBUTIONS AND LEVIES

Notwithstanding any provisions contained in this Agreement stipulating the ordinary hours of work, the allowances and contributions referred to in clause 2 shall be calculated at 40 hours per week.

2. CONTRIBUTIONS AND LEVIES

2.1 Where an employee has worked for an employer for three full working days or more per week, the employer shall, in addition to any other remuneration to which such employee is entitled in terms of this Agreement, pay to the Council on behalf of the employee, contributions in respect of the wage band in which the employee's wage actually falls, as set out in the Schedule hereunder:

COLUMN: A = Holiday Fund contributions and bonus.

B = Pension/Provident fund contributions.

C = Medical aid fund contributions.

D = Benefit fund contributions.

E = Council levies.

F = Dispute resolution levy.

G = GMBA members' wage guarantee.

H = Total contribution value.

SCHEDULE
EMPLOYER'S WEEKLY CONTRIBUTIONS

From date of coming into operation of this agreement:

	A	B	C	D	E	F	G	H
Wage band min. to max. rate per hour	Holiday fund and bonus	Pension/ Provident fund	Medical aid fund	Benefit fund	Council levies	Dispute resolution levy	GMBA members' wage guarantee	Total value
Skilled and semi-skilled employees:								
24,00 and above	83,20	75,20	70,00	1,20	0,75	0,75	0,09	231,19
22,00 to 23,99 ...	76,80	69,20	64,40	1,20	0,75	0,75	0,09	213,19
20,00 to 21,99 ...	70,00	63,20	58,80	1,20	0,75	0,75	0,09	194,79
18,00 to 19,99 ...	63,20	57,20	53,20	1,20	0,75	0,75	0,09	176,39
16,00 to 17,99 ...	56,80	51,20	47,60	1,20	0,75	0,75	0,09	158,39
14,00 to 15,99 ...	50,00	45,20	42,00	1,20	0,75	0,75	0,09	139,99
12,00 to 13,99 ...	43,20	39,20	36,40	1,20	0,75	0,75	0,09	121,59
10,00 to 11,99....	36,80	33,20	30,80	1,20	0,75	0,75	0,09	103,59
9,00 to 9,99	31,60	28,40	26,80	1,20	0,75	0,75	0,09	89,59
8,00 to 8,99	28,40	25,60	24,00	1,20	0,75	0,75	0,09	80,79
7,00 to 7,99	25,20	22,40	21,20	1,20	0,75	0,40	0,09	71,24
6,00 to 6,99	21,60	19,60	18,40	1,20	0,75	0,40	0,09	62,04
General worker (including medical aid):								
7,00 and above	25,20	22,40	21,20	0,40	0,15	0,40	0,09	69,84
6,00 to 6,99	21,60	19,60	18,40	0,40	0,15	0,40	0,09	60,64
5,00 to 5,99	18,40	16,40	15,60	0,40	0,15	0,40	0,09	51,44
General worker (excluding medical aid):								
7,00 and above	25,20	22,40	—	0,40	0,15	0,40	0,09	48,64
6,00 to 6,99	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
5,00 to 5,99	18,40	16,40	—	0,40	0,15	0,40	0,09	35,84
New general worker:								
5,10 and above	—	—	—	—	0,15	0,40	0,09	0,64

SCHEDULE

EMPLOYER'S WEEKLY CONTRIBUTIONS with effect from 12 October 1998

	A	B	C	D	E	F	G	H
Wage band min. to max. rate per hour	Holiday fund and bonus	Pension/ Provident fund	Medical aid fund	Benefit fund	Council levies	Dispute resolution levy	GMBA members' wage guarantee	Total value
Skilled and semi-skilled employee:								
26,00 and above	90,00	81,20	75,60	1,20	0,75	0,75	0,09	249,59
24,00 to 25,99 ...	83,20	75,20	70,00	1,20	0,75	0,75	0,09	231,19
22,00 to 23,99 ...	76,80	69,20	64,40	1,20	0,75	0,75	0,09	213,19
20,00 to 21,99 ...	70,00	63,20	58,80	1,20	0,75	0,75	0,09	194,79
18,00 to 19,99 ...	63,20	57,20	53,20	1,20	0,75	0,75	0,09	176,39
16,00 to 17,99 ...	56,80	51,20	47,60	1,20	0,75	0,75	0,09	158,39
14,00 to 15,99 ...	50,00	45,20	42,00	1,20	0,75	0,75	0,09	139,99
12,00 to 13,99 ...	43,20	39,20	36,40	1,20	0,75	0,75	0,09	121,59
10,00 to 11,99....	36,80	33,20	30,80	1,20	0,75	0,75	0,09	103,59
9,00 to 9,99	31,60	28,40	26,80	1,20	0,75	0,75	0,09	89,59
8,00 to 8,99	28,40	25,60	24,00	1,20	0,75	0,75	0,09	80,79
7,00 to 7,99	25,20	22,40	21,20	1,20	0,75	0,40	0,09	71,24

Wage band min. to max. rate per hour	A Holiday fund and bonus	B Pension/ Provident fund	C Medical aid fund	D Benefit fund	E Council levies	F Dispute resolution levy	G GMBA members' wage guarantee	H Total value
General worker (including medical aid):								
7,00 and above	25,20	22,40	21,20	0,40	0,15	0,40	0,09	69,84
6,00 to 6,99	21,60	19,60	18,40	0,40	0,15	0,40	0,09	60,64
5,00 to 5,99	18,40	16,40	15,60	0,40	0,15	0,40	0,09	51,44
General worker (excluding medical aid):								
7,00 and above	25,20	22,40	—	0,40	0,15	0,40	0,09	48,64
6,00 to 6,99	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
5,99 to 5,99	18,40	16,40	—	0,40	0,15	0,40	0,09	35,84
New general worker:								
5,66 and above	—	—	—	—	0,15	0,40	0,09	0,64

SCHEDULE

EMPLOYER'S WEEKLY CONTRIBUTIONS with effect from 11 October 1999

Wage band min. to max. rate per hour	A Holiday fund and bonus	B Pension/ Provident fund	C Medical aid fund	D Benefit fund	E Council levies	F Dispute resolution levy	G GMBA members' wage guarantee	H Total value
Skilled and semi-skilled employee:								
28,00 and above	96,40	87,20	81,20	1,20	0,75	0,75	0,09	267,59
26,00 to 27,99	90,00	81,20	75,60	1,20	0,75	0,75	0,09	249,59
24,00 to 25,99	83,20	75,20	70,00	1,20	0,75	0,75	0,09	231,19
22,00 to 23,99	76,80	69,20	64,40	1,20	0,75	0,75	0,09	213,19
20,00 to 21,99	70,00	63,20	58,80	1,20	0,75	0,75	0,09	194,79
18,00 to 19,99	63,20	57,20	53,20	1,20	0,75	0,75	0,09	176,39
16,00 to 17,99	56,80	51,20	47,60	1,20	0,75	0,75	0,09	158,39
14,00 to 15,99	50,00	45,20	42,00	1,20	0,75	0,75	0,09	139,99
12,00 to 13,99	43,20	39,20	36,40	1,20	0,75	0,75	0,09	121,59
10,00 to 11,99	36,80	33,20	30,80	1,20	0,75	0,75	0,09	103,59
9,00 to 9,99	31,60	28,40	26,80	1,20	0,75	0,75	0,09	89,59
8,00 to 8,99 ...	28,40	25,60	24,00	1,20	0,75	0,75	0,09	80,79
General worker (including medical aid):								
8,00 and above	28,40	25,60	24,00	0,40	0,15	0,40	0,09	79,04
7,00 to 7,99 ...	25,20	22,40	21,20	0,40	0,15	0,40	0,09	69,84
6,00 to 6,99 ...	21,60	19,60	18,40	0,40	0,15	0,40	0,09	60,64
General worker (excluding medical aid):								
8,00 and above	28,40	25,60	—	0,40	0,15	0,40	0,09	55,04
7,00 to 7,99 ...	25,20	22,40	—	0,40	0,15	0,40	0,09	48,64
6,00 to 6,99 ...	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
New general worker:								
6,28 and above	—	—	—	—	0,15	0,40	0,09	0,64

2.2 Every employer shall deduct weekly from the remuneration of an employee, whose actual wage rate falls in any of the undermentioned wage bands and who has worked for three full working days or more during any week, the amounts as set out in the Schedule hereunder, which shall be the employee's contributions to the Pension Fund, Medical Aid Fund, Tool Insurance Fund, Council Levy, Dispute Resolution Levy and Employee Parties' Levy.

COLUMN: A = Pension/Provident fund contributions.

B = Medical aid fund contributions.

C = Tool insurance fund contributions.

D = Council levies.

E = Dispute resolution levy.

F = Employee parties' levy.

G = Total deductions.

SCHEDULE

EMPLOYEE'S WEEKLY CONTRIBUTIONS

From date of coming into operation of this agreement:

Wage band min. to max. rate per hour	A Pension/ Provident fund	B Medical aid fund	C Tool insurance fund	D Council levies	E Dispute resolution levy	F Employee levy	G Total value
Skilled and semi-skilled employees:							
24,00 and above	75,20	70,00	0,46	0,75	0,75	3,70	150,86
22,00 to 23,99	69,20	64,40	0,46	0,75	0,75	3,70	139,26
20,00 to 21,99	63,20	58,80	0,46	0,75	0,75	3,70	127,66
18,00 to 19,99	57,20	53,20	0,46	0,75	0,75	3,70	116,06
16,00 to 17,99	51,20	47,60	0,46	0,75	0,75	3,70	104,46
14,00 to 15,99	45,20	42,00	0,46	0,75	0,75	3,70	92,86
12,00 to 13,99	39,20	36,40	0,46	0,75	0,75	3,70	81,26
10,00 to 11,99	33,20	30,80	0,46	0,75	0,75	3,70	69,66
9,00 to 9,99	28,40	26,80	0,46	0,75	0,75	3,70	60,86
8,00 to 8,99	25,60	24,00	0,46	0,75	0,75	3,70	55,26
7,00 to 7,99	22,40	21,20	0,46	0,75	0,40	3,70	48,91
6,00 to 6,99	19,60	18,40	0,46	0,75	0,40	3,70	43,31
General worker (including medical aid):							
7,00 and above	22,40	21,20	—	0,15	0,40	2,50	46,65
6,00 to 6,99	19,60	18,40	—	0,15	0,40	2,50	41,05
5,00 to 5,99	16,40	15,60	—	0,15	0,40	2,50	35,05
General worker (excluding medical aid):							
7,00 and above	22,40	—	—	0,15	0,40	2,50	25,45
6,00 to 6,99	19,60	—	—	0,15	0,40	2,50	22,65
5,00 to 5,99	16,40	—	—	0,15	0,40	2,50	19,45
New general worker:							
5,10 and above	—	—	—	0,15	0,40	2,50	3,05

SCHEDULE

EMPLOYEE'S WEEKLY CONTRIBUTIONS

With effect from 11 October 1998:

Wage band min. to max. rate per hour	A Pension/ Provident fund	B Medical aid fund	C Tool insurance fund	D Council levies	E Dispute resolution levy	F Employee levy	G Total value
Skilled and semi-skilled employees:							
26,00 and above	81,20	75,60	0,46	0,75	0,75	3,70	162,46
24,00 to 25,99	75,20	70,00	0,46	0,75	0,75	3,70	150,86

Wage band min. to max. rate per hour	A Pension/ Provident fund	B Medical aid fund	C Tool insurance fund	D Council levies	E Dispute resolution levy	F Employee levy	G Total value
22,00 to 23,99	69,20	64,40	0,46	0,75	0,75	3,70	139,26
20,00 to 21,99	63,20	58,80	0,46	0,75	0,75	3,70	127,66
18,00 to 19,99	57,20	53,20	0,46	0,75	0,75	3,70	116,06
16,00 to 17,99	51,20	47,60	0,46	0,75	0,75	3,70	104,46
14,00 to 15,99	45,20	42,00	0,46	0,75	0,75	3,70	92,86
12,00 to 13,99	39,20	36,40	0,46	0,75	0,75	3,70	81,26
10,00 to 11,99	33,20	30,80	0,46	0,75	0,75	3,70	69,66
9,00 to 9,99	28,40	26,80	0,46	0,75	0,75	3,70	60,66
8,00 to 8,99	25,60	24,00	0,46	0,75	0,75	3,70	55,26
7,00 to 7,99	22,40	21,20	0,46	0,75	0,40	3,70	48,91
General worker (including medical aid):							
7,00 and above	22,40	21,20	—	0,15	0,40	2,50	46,65
6,00 to 6,99	19,60	18,40	—	0,15	0,40	2,50	41,05
5,00 to 5,99	16,40	15,60	—	0,15	0,40	2,50	35,05
General worker (excluding medical aid):							
7,00 and above	22,40	—	—	0,15	0,40	2,50	25,45
6,00 to 6,99	19,60	—	—	0,15	0,40	2,50	22,65
5,00 to 5,99	16,40	—	—	0,15	0,40	2,50	19,45
New general worker:							
5,66 and above	—	—	—	0,15	0,40	2,50	3,05

SCHEDULE

EMPLOYEE'S WEEKLY CONTRIBUTIONS with effect from 11 October 1999

Wage band min. to max. rate per hour	A Pension/ Provident fund	B Medical aid fund	C Tool insurance fund	D Council levies	E Dispute resolution levy	F Employee levy	G Total value
Skilled and semi-skilled employee:							
28,00 and above	87,20	81,20	0,46	0,75	0,75	3,70	174,06
26,00 to 27,99	81,20	75,60	0,46	0,75	0,75	3,70	162,46
24,00 to 25,99	75,20	70,00	0,46	0,75	0,75	3,70	150,86
22,00 to 23,99	69,20	64,40	0,46	0,75	0,75	3,70	139,26
20,00 to 21,99	63,20	58,80	0,46	0,75	0,75	3,70	127,66
18,00 to 19,99	57,20	53,20	0,46	0,75	0,75	3,70	116,06
16,00 to 17,99	51,20	47,60	0,46	0,75	0,75	3,70	104,46
14,00 to 15,99	45,20	42,00	0,46	0,75	0,75	3,70	92,86
12,00 to 13,99	39,20	36,40	0,46	0,75	0,75	3,70	81,26
10,00 to 11,99	33,20	30,80	0,46	0,75	0,75	3,70	69,66
9,00 to 9,99	28,40	26,80	0,46	0,75	0,75	3,70	60,86
8,00 to 8,99	25,60	24,00	0,46	0,75	0,75	3,70	55,26
General worker (including medical aid):							
8,00 and above	25,60	24,00	—	0,15	0,40	2,50	52,65
7,00 to 7,99	22,40	21,20	—	0,15	0,40	2,50	46,65
6,00 to 6,99	19,60	18,40	—	0,15	0,40	2,50	41,05
General worker (excluding medical aid):							
8,00 and above	25,60	—	—	0,15	0,40	2,50	28,65

Wage band min. to max. rate per hour	A Pension/ Provident fund	B Medical aid fund	C Tool insurance fund	D Council levies	E Dispute resolution levy	F Employee levy	G Total value
7,00 to 7,99	22,40	—	—	0,15	0,40	2,50	25,45
6,00 to 6,99	19,60	—	—	0,15	0,40	2,50	22,65
New general worker:							
6,28 and above	—	—	—	0,15	0,40	2,50	3,05

2.3 In addition to deductions referred to in clause 2.2 hereof, the employer shall, in the case of an employee who has worked for three full working days or more but less than five full working days in any week, deduct the contributions as reflected in the Schedule hereunder in respect of every hour such employee has worked for less than 40 hours per week:

SCHEDULE

From date of coming into operation of this agreement:

Wage band min. to max. rate per hour	Deductions per hour
Skilled and semi-skilled employee:	
24,00 and above	5,74
22, to 23,99	5,29
20,22 to 21,99	4,83
18,00 to 19,99	4,37
16,00 to 17,99	3,92
14,00 to 15,99	3,46
12,00 to 13,99	3,00
10,00 to 11,99	2,55
9,00 to 9,99	2,20
8,00 to 8,99	1,98
7,00 to 7,99	1,75
6,00 to 6,99	1,52
General worker (including medical aid):	
7,00 and above	1,73
6,00 to 6,99	1,50
5,00 to 5,99	1,27
General worker (excluding medical aid):	
7,00 and above	1,20
6,00 to 6,99	1,04
5,00 to 5,99	0,88

SCHEDULE

With effect from 12 October 1998:

Wage band min. to max. rate per hour	Deductions per hour
Skilled and semi-skilled employee:	
26,00 and above	6,20
24,00 to 25,99	5,74
22,00 to 23,99	5,29
20,00 to 21,99	4,83
18,00 to 19,99	4,37
16,00 to 17,99	3,92
14,00 to 15,99	3,46
12,00 to 13,99	3,00
10,00 to 11,99	2,55
9,00 to 9,99	2,20
8,00 to 8,99	1,98
7,00 to 7,99	1,75
General worker (including medical aid):	
7,00 and above	1,73
6,00 to 6,99	1,50
5,00 to 5,99	1,27

Wage band min. to max. rate per hour	Deductions per hour
General worker (excluding medical aid):	
7,00 and above	1,20
6,00 to 6,99	1,04
5,00 to 5,99	0,88

SCHEDULE

With effect from 11 October 1999:

Wage band min. to max. rate per hour	Deductions per hour
Skilled and semi-skilled employee:	
28,00 and above.....	6,65
26,00 to 27,99	6,20
24,00 to 25,99	5,74
22,00 to 23,99	5,29
20,00 to 21,99	4,83
18,00 to 19,99	4,37
16,00 to 17,99	3,92
14,00 to 15,99	3,46
12,00 to 13,99	3,00
10,00 to 11,99.....	2,55
9,00 to 9,99	2,20
8,00 to 8,99	1,98
General worker (including medical aid):	
8,00 and above.....	1,96
7,00 to 7,99	1,73
6,00 to 6,99	1,50
General worker (excluding medical aid):	
8,00 and above.....	1,36
7,00 to 7,99	1,20
6,00 to 6,99	1,04

2.4 The deductions referred to in clause 2.3 hereof shall be made only if the employee has been absent from work without consent or where short time is worked in terms of clause 8.3 of Chapter 1.

2.5 The contributions and the levies referred to in clause 2.1 hereof and the deductions made in terms of clause 2.2 hereof shall be paid by the employer to the Council on a weekly basis unless exemption has been obtained from the Council to pay over the amounts referred to at intervals greater than once a week.

2.6 Any employer who has failed to comply with the provisions of clauses 2.2 and 2.3 hereof shall nevertheless be liable to pay over to the Council the amounts which should have been so deducted.

3. SPECIAL PROVISIONS

3.1 No employee for whom wages are prescribed in this Agreement who has worked for three full working days or more per week may agree or enter into an agreement with an employer that the contributions and/or deductions referred to in clause 2 either be paid direct to the employee or that the said amounts not be paid to the Council.

3.2 An employer and his general foreman may agree in writing not to comply with the provisions of clause 2 of this Chapter. The employer shall notify the Council of such agreement within a period of seven days from the date thereof.

3.3 An employer who neglects or fails to pay the prescribed contributions in respect of each employee to the Council timeously shall pay interest at the rate prescribed in terms of the Prescribed Rate of Interest Act, 1975, on the value of such contributions, calculated from the date on which the contributions should have been paid to the Council up to and including the date actually paid.

3.4 Notwithstanding the fact that a specific contribution has been paid for an employee, such employee shall be entitled only to the benefits as prescribed by the rules of the various Funds to the value of the contribution actually paid to the Council on his behalf.

4. HOLIDAY FUND REGISTRATION

4.1 Application for Holiday Fund Registration shall be made to the Council by every employee on whom the provisions of this Agreement are binding within 20 days of accepting employment in the Industry.

4.2 The Secretary shall maintain an alphabetical and numerical register of all Holiday Fund Registrations and allocate a specific number in respect of each applicant. The said register shall provide the following information in respect of each employee on whom the provisions of this Agreement are binding:

- (a) Full name;
- (b) date of birth;
- (c) identity number;
- (d) trade or occupation;
- (e) gender; and
- (f) Holiday Fund number allocated by the Fund

4.3 The closing date in respect of contributions for any particular year shall be the second Friday in October.

4.4 Every employer on whom the provision of this Agreement are binding shall, when making payment to the Council in respect of allowance and/or contributions, record the employee's Holiday Fund number and identity number.

CHAPTER 6

FUNDS

1. ESTABLISHMENT AND CONTINUATION OF THE FUNDS

The following Funds are hereby continued:

- (a) The Transvaal Holiday Fund for the Building Industry, established under Government Notices Nos. 2688 of 21 November 1952 and R. 956 of 13 June 1969, as amended and extended;
- (b) the Benefit Fund for the Building Industry (Transvaal), established under Government Notices Nos. 2828 of 5 December 1952 and R. 3971 of 19 December 1969, as amended and extended;
- (c) the Building Industry Medical Aid Fund (Transvaal), established under Government Notice No. R. 1164 of 20 July 1962, as amended and extended;
- (d) the Tool Insurance Fund for the Building Industry (Transvaal), established under Government Notice No. R. 202 of 16 February 1959, as amended and extended.

2. ADMINISTRATION OF THE FUNDS

2.1 The various Funds shall be administered by the Management Committee appointed by the Council, which shall consist of equal representation from trade unions and employers' organisations that are parties to the Council. The provisions of the Council's Constitution relating to the election of a chairman and a vice-chairman, their period of office and the calling and conducting of meetings of the Council and the right of alternates to take the place of representatives shall *mutatis mutandis* apply in the case of the Management Committee.

2.2 The Funds shall be administered in accordance with rules prescribed for the purpose by the Council, and such rules shall not be inconsistent with the provisions of the Agreement, the Act, or any other law and shall, *inter alia*, prescribe—

- 2.2.1 the Funds' benefits and the qualifications attached thereto;
- 2.2.2 the procedure for lodging and payment of claims;
- 2.2.3 any other matters which the Council may decide.

2.3 The Council may at the time make new rules, or alter or repeal any existing rules, and particulars of all amendments thereto shall be lodged with the Director-General of Labour.

2.4 The Council shall appoint a secretary, who shall be known as the Secretary of the Funds, and such other staff as may be necessary for the proper administration of the Funds.

2.5 The Committee may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion have acted in a manner calculated or reasonably likely to injure the interests of the Funds or their 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.

2.6 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Funds which the Committee is unable to settle, shall be referred to the Council for decision.

2.7 The members of the Management Committee, the Secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are hereby indemnified by the Funds against all claims which may be instituted against them in or about the bona fide discharge or their duties.

2.8 All expenses incurred in connection with the administration of the Funds shall be charged against the Funds.

3. OPERATION OF THE FUNDS

3.1 The Funds shall consist of—

- 3.1.1 all contributions paid into the Funds in accordance with the provisions of clause 2 of Chapter 4;
- 3.1.2 all interest derived from the investment of any moneys of the Funds; and
- 3.1.3 all other moneys to which the Funds may become entitled.

3.2 All moneys accruing to the Funds shall be deposited to the credit of the Funds in a separate account with a registered bank or building society within three days after receipt thereof.

3.3 The money of the Funds shall be used for payment of benefits and expenditures in accordance with the rules of the Funds.

3.4 The Council may deduct from the Holiday Fund amount payable to an employee all moneys owing by such employee to any of the Funds of the Council.

3.5 In the event of the death of an employee, the amount due from the Funds shall be paid to his estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate being lodged with the Secretary of the Funds.

3.6 All payments from the Funds shall be made by cheque signed by the Chairman, Vice-Chairman or such other members and alternates of the Council as the Council may from time to time decide, and counter-signed by the Secretary or such other alternates to the Secretary as the Council may from time to time decide.

3.7 Any moneys not required to meet current payments of expenditures may not be invested other than as prescribed in terms of section 53 (5) of the Labour Relations Act, 1995.

4. AUDITING OF THE FUNDS

4.1 A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Funds at least once annually and, not later than 31 March in each year, prepare a statement showing—

- 4.1.1 all moneys received in terms of provisions of this Agreement;
- 4.1.2 expenditure incurred under all headings during the 12 months ending 31 December preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date.

4.2 The audited statement and the balance sheet of the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and counter-signed by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Labour within three months of the close of the period covered by such statement and balance sheet.

5. LIQUIDATION OF THE FUNDS

5.1 Upon the expiry of this Agreement or any extension thereof, the Council in office at the time or the trustee or trustees appointed by the Registrar of Labour Relations in terms of clause 6 of this Chapter shall continue to administer the Funds for a period of two years in order to pay out moneys due to employees and, subject to the approval of the Registrar of Labour Relations, any moneys standing to the credit of the Funds after the said period of two years shall accrue to the general funds of the Council.

5.2 Subject to the provisions of section 59 of the Act, if upon the expiry of the said period of two years the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as follows:

- 5.2.1 Fifty per cent to the employers' organisations represented on the Council in proportion to the number of members in good standing in the organisation in terms of the Act as at the date of liquidation;
- 5.2.2 fifty per cent to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who are covered by this Agreement.

6. EXPIRY OF THE AGREEMENT

6.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Funds within two years from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 5 of this Chapter.

6.2 In the event of the Council being unable to administer and/or liquidate the Funds in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar of Labour Relations, he may appoint a trustee or trustees to carry out the duties of the Council and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Funds shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council, may be filled by the Registrar of Labour Relations from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

6.4 In the event of the Council in office at the time being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar of Labour Relations, he may appoint a trustee or trustees to carry out the duties of the Council, and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.5 Upon the expiry of this Agreement, subject to the provisions of clauses 6.1 and 6.2 hereof, the Funds shall be liquidated in terms of clause 5 of this Chapter by the Council in office at the time or the trustee or trustees appointed by the Registrar of Labour Relations.

7. SPECIAL PROVISIONS IN RESPECT OF THE FUNDS

7.1 The Transvaal Holiday Fund for the Building Industry:

- 7.1.1 All interest on moneys received in respect of the Holiday Fund shall be used to cover the administrative costs.
- 7.1.2 No payments shall be made from the Holiday Fund in respect of any employee before the annual leave period without authorisation of the Council.
- 7.1.3 Every employee for whom Holiday Fund contributions have been paid in to the Council shall, commensurate with the amount of contributions paid in, be paid his leave pay not later than the commencement date of the annual leave period each year.
- 7.1.4 If an employee should fail or omit to claim the value of the contribution paid to the Council in respect of leave pay within a period of 12 months from the date on which the holiday period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all late claims in respect of holiday payments.
- 7.1.5 Notwithstanding the provisions contained in this clause, the Council may deduct from the Holiday Fund the amount payable to an employee for his trade union subscriptions: Provided that—
 - 7.1.5.1 the Secretary is authorised thereto in writing by the employee concerned;
 - 7.1.5.2 the aforesaid trade union subscription amounts shall be paid by the Secretary to the trade union nominated by the employee not later than one month after such deduction has been made.

7.2 The Benefit Fund for the Building Industry (Transvaal):

- 7.2.1 *Objectives of the Fund:* The objectives of the Fund shall be to provide benefits to members in the case of—
 - 7.2.1.1 inclement weather conditions;
 - 7.2.1.2 loss of earnings as a result of sickness or accident in certain circumstances.
- 7.2.2 *Membership of the Fund:* All employees who are subject to the provisions of this Agreement shall be entitled to membership of the Fund.
- 7.2.3 *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.

7.3 The Building Industry Medical Aid Fund (Transvaal):

- 7.3.1 *Objectives of the Fund:* The objectives of the Fund shall be—
 - 7.3.1.1 to assist members in regard to the costs of medical services as may be specified in the rules to be determined from time to time, and arising from any illness and/or accident;
 - 7.3.1.2 to assist members with regard to the costs of medicines and/or medical services arising from any illness and/or accident sustained by themselves or their dependants, subject to the rules of the Fund;
 - 7.3.1.3 to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Building Industry;
 - 7.3.1.4 to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick or convalescent members and their dependants;
 - 7.3.1.5 to contract with any other person, body, institution or authority in respect of medical services as may be specified in the rules from time to time;
 - 7.3.1.6 to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objectives.
- 7.3.2 *Membership of the Fund:*
 - 7.3.2.1 All skilled and semi-skilled employees who are subject to the provisions of this Agreement shall be entitled to membership of the Fund.
 - 7.3.2.2 Persons, other than those referred to in 7.3.2.1 above, who are or were directly engaged or employed in the Building Industry, may be admitted to membership of the Fund at the discretion of the Council, and the provisions of this Agreement and the rules of the Fund shall *mutatis mutandis* apply to any person so admitted.
- 7.3.3 *Membership of the Fund shall terminate—*
 - 7.3.3.1 immediately upon failure of payment of contributions to the Council in terms of clause 2 of Chapter 5 of the Agreement for the Gauteng Building Bargaining Council: Provided that membership shall be maintained in cases where members have received sick benefits from the Benefit Fund for the Building Industry (Transvaal);

- 7.3.3.2 when a member is more than one month in arrears with contributions to the Fund;
- 7.3.3.3 immediately when a member accepts an appointment and/or is engaged and/or is employed in any other industry;
- 7.3.3.4 in the case of all members who after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to follow a trade in the Industry: Provided that eligible dependants of such members may, at the discretion of the Council, be permitted to retain the membership under such conditions as the Council may determine.
- 7.3.4 A member for whom no contributions are paid in accordance with clause 2 of Chapter 4 owing to his being unemployed or working outside the area of jurisdiction of this Agreement may, if he wishes to remain a member of the Fund, pay the Council the required contribution in cash weekly.
- 7.3.5 *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.
- 7.4 The Tool Insurance Fund for the Building Industry (Transvaal):**
 - 7.4.1 *Objectives of the Fund:* The principal objectives of the Fund, read with the provisions of clause 11 of Chapter 1 of this Agreement, shall be to compensate employees for the loss of tools, essential to their trades, and toolboxes by theft from lock-ups.
 - 7.4.2 An employee wishing to claim compensation from the Fund for lost tools, essential to his trade, and toolbox shall lodge a written application with the Council and supply the Council with the relevant information in terms of the rules.
 - 7.4.3 No payments shall be made by the Fund unless the employee has reported the theft to the police as soon as practicable, or if the employee refuses or fails to supply the Council with the information the Council may require.
 - 7.4.4 The assessment of a claim and the payment from the Fund shall be in the absolute discretion of the Council, whose decision shall be final and binding. The Council shall not be obliged to give any reason for its decision.
 - 7.4.5 *Reserves:* Payment of benefits from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R10 000, and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R20 000.
- 7.5 Dispute Resolution Fund for the Building Industry (Transvaal):**
 - 7.5.1 *Objectives of the Fund:* The objectives of the Fund shall be to finance the resolution of disputes and related matters.
 - 7.5.2 *Reserves:* If at any time the amount to the credit of the Fund drops below R100 000, further payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R200 000.

8. BENEFITS INALIENABLE

The benefits provided by the Funds referred to in this Chapter are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever, and membership of the Fund in respect of himself and his dependants shall be terminated.

9. WITHHOLDING OF 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.

10. OTHER FUNDS

10.1 The Council, having been advised of the establishment of the National Development Fund for the Building Industry (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the National Development Fund), hereby authorises the collection of contributions for the purpose of implementing the objects of the said National Development Fund.

10.2 The Council, having been advised of the establishment of the Building Industries Training Scheme (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the Training Scheme), hereby authorises the collection of contributions for the purpose of implementing the objects of the said Training Scheme.

10.3 Every employer shall pay to the Secretary of the Council the amount which is required to contribute to the Training Scheme in terms of Government Notice No. R. 1948 of 11 September 1987, as amended and extended. The amounts collected in terms of this clause shall from time to time be paid over to the Building Industries Federation of South Africa.

10.4 The Building Industry Pension Fund (Transvaal) established under Government Notice No. R. 859 of 8 June 1962, as amended from time to time, and the Building Industry Provident Fund (Transvaal) established under Government Notice No. R. 83 of 22 January 1993, as amended from time to time, are hereby continued.

10.5 Every employee at the time of coming into operation of this Agreement shall have the right to elect to remain a member of the Pension Fund or to become a member of the Provident Fund.

10.6 Every employee who enters the Industry subsequent to the coming into operation of the Agreement shall, within 30 days of so entering the Industry, elect either to be member of the Pension Fund or the Provident Fund.

10.7 An employee shall be entitled to exercise his choice as to membership of the Funds once only.

10.8 The Provident Fund contributions shall be equal to the Pension Fund contributions as determined by the Council from time to time.

10.9 The Council shall have the right to determine any other rules or to amend any of the rules for the purpose of administering the Provident Fund.

Signed at Johannesburg this 6th day of October 1997.

I. J. ELS

Chairman

C. DE KOCK

Vice-Chairman

W. DE J. STAPELBERG

General Secretary

No. R. 246

20 Februarie 1998

WET OP ARBEIDSVERHOUDINGE, 1995

**GAUTENG BOUBEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE OOREENKOMS VIR DIE
PROVINSIE GAUTENG 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 Boubedingingsraad 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 13 Oktober 2000 eindig.

T. T. MBOWENI

Minister van Arbeid

BYLAE

GAUTENG BOUBEDINGINGSRAAD

GAUTENG KOLLEKTIEWE OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Gauteng Meesterbouersassosiasie

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

Amalgamated Union of Building Trade Workers of South Africa

Bouwerkersvakbond

Building Construction and Allied Workers' Union

Construction and Allied Workers' Union

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat partye is by die Gauteng Boubedingingsraad.

HOOFSTUK 1

1. BESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkoms moet in die Bou- en Dimensionele Klipnywerheid nagekom word in die Provinsie Gauteng deur alle werkgewers wat lede is van die werkgewersorganisasie, deur alle werknemers wat lede is van die vakverenigings.

1.2 Ondanks klousule 1.1 is hierdie Ooreenkoms—

1.2.1 slegs van toepassing op dié kategorieë van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

1.2.2 van toepassing op vakleerlinge en kwekelinge;

- 1.2.3 van toepassing op voormanne en algemene voormanne;
- 1.2.4 nie van toepassing op klerke en administratiewe personeel nie;
- 1.2.5 nie van toepassing nie op persone wat betrokke is by die installering en/of bedrading van elektriese lig, verwarmings- of ander permanente vaste elektriese toebehore in geboue, of die herstel of onderhoud van hysers in geboue wanneer sodanige werk deur 'n werkgewer onderneem word wat onder die jurisdiksie van 'n ander bedingingsraad val;
- 1.2.6 nie van toepassing nie op universiteitstudente of teknikstudente en gegradueerdes in die bouwetenskap, of op konstruksietoesighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
- 1.2.7 nie van toepassing nie op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in die Registrasiesertifikaat van die Bedingingsraad vir die Metaal- en Ingenieursnywerheid;
- 1.2.8 onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheid met betrekking tot die Bou- en Dimensionele Klipnywerheid en die Meubelnywerheid;
- 1.2.9 nie van toepassing nie op werkgewers en werknemers wat in die Bou- en Dimensionele Klipnywerheid betrokke is by die oprigting van nuwe behuising van minder as 50 vierkante meter. Hierdie klousule is egter nie van toepassing op massabehuisingkontrakte nie; en
- 1.2.10 nie van toepassing op nie-partye met betrekking tot klousules 1.1, 2, 13.2, 14.6.4.4, 14.9, 21, 23, 24 en 25 van Hoofstuk 1 nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking met betrekking tot die bovermelde partye op 13 Oktober 1997 en met betrekking tot nie-partye op die datum wat die Minister van Arbeid kragtens artikel 32 van die Wet vasstel en bly van krag vir 'n tydperk wat op 13 Oktober 2000 eindig.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en 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, tensy dit onbestaanbaar met die sinsverband is, en beteken—

“werklike loon” die loon per uur wat 'n werkgewer werklik aan 'n werknemer betaal ten opsigte van die gewone werkure;

“hulpambag” 'n ambag wat in enige ander nywerheid as geskoold beskryf word;

“Wet” Die Wet op Arbeidsverhoudinge, 1995;

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekrageopleiding, 1981, of enige ander toepaslike wet geregistreer is of geag word geregistreer te wees en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

“ambagsman” 'n werknemer wat in 'n nie-angewese ambag in diens is en wat die werk omskryf in klousule 2 van Hoofstuk 2 mag verrig, en wat alle voorgeskrewe kursusse by 'n praktiese institusionele opleidingsentrum vir 'n besondere ambag suksesvol voltooi het en wat die voorgeskrewe indiensopleidingstydperk suksesvol voltooi het en wat die voorgeskrewe vaktots geslaag het;

“blok” 'n bouwerkeenhed waarvan die afmetings groter is as 300 mm × 100 mm × 75 mm;

“Bounywerheid” sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te 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 verrig word deur persone wat in genoemde Nywerheid betrokke is by die volgende ambagte of onderafdelings daarvan:

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakke of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of 'n ander tipe soliede of halfsoliede asfalt, poliëtileen, polipropileen, mastik of emulsieasfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die aanbring van teëls aan mure en vloere, voegstryking van steenwerk, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalkfaatwerk aan erdepyprile;

lakpoeleerwerk, wat poleerwerk met 'n kwas of kussingkie of bespuiting met 'n komposisiestof insluit;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerk-artikels wat met sodanige toebehore in verband staan afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die geboue of bouwerk doen of nie, met inbegrip van rakkaste, kombuiske of ander kombuistoehore wat as 'n permanente deel van die gebou aangebring word;

ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap, en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die voornoemde werksaamhede, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelmakery, vormmakery, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granoliet-, terrazzo- en komposisiebevloering, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller en buigsame sny- en afwerkmasjinerie, voorafgegiete of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, plaatgaaswerk, akoestiespuitwerk en alle prosesse wat gepaard gaan met die voltooiing van plafonne en mure, of ongeag die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installing van brandsprinkelaars, en die vervaardiging en aanbring van alle plaatmetaalwerk, ongeag of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise, los en vaste toebehore;

staalwapening en/of staalkonstruksie, wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalsuile, dwarslêers, staalbalke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timmerwerk en fineerpaneelwerk en die polering en skuur daarvan, houtbewerking, masjinerie, draaiwerk, houtsnywerk, die bedekking van alle soorte dakke, die aanbring van klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbekleding of kurk; met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare toller en buigsame sny-, afwerk- en poleermasjinerie, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die Komersiële Distribusiebedryf is, dit uitgesluit moet word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"bouwerk" ook mure, grens-, tuin- en keermure, die voorsiening van klip vir bedekking, vloere, monumente en aanvullingsitems;

"kleedkamer" 'n geskikte afdak, kamer of soortgelyke bevredigende akkommodasie met 'n minimum, skoonvloerruimte van sewe vierkante meter, wat bestaan uit vier mure en 'n dak en gemaak is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat skoon gehou word en wat stewig toegesluit kan word om 'n geskikte plek vir die veilige bewaring van werknemers se klere te verskaf; en so 'n kleedkamer mag vir geen ander doel gebruik word nie as om daarin te verkleë en om die werknemers se klere veilig daarin te bewaar;

"Raad" die Gauteng Boubedingsraad, geregistreer ingevolge artikel 29 van die Wet;

"dienskontrak" die amptelike kontrak ingevolge waarvan 'n "kwekeling-ambagsman" of "kwekeling-werknemer (gespesifiseerde ambagte)" in diens is en deur die werkgewer, ooreenkomstig die voorgeskrewe kontrak, opgelei moet word;

"bydraes" enige bydraes wat die werkgewer of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal, en het "heffings" dieselfde betekenis;

"vakman" 'n werknemer wat in 'n aangewese ambag in diens is en wat as sodanig die werk omskryf in klousule 3 van Hoofstuk 2, mag verrig, wat alle voorgeskrewe kursusse vir 'n bepaalde ambag by 'n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidings tydperk suksesvol voltooi het;

"dag" die tydperk van 24 uur van middernag tot middernag;

"noodwerk" enige werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker, of ander werk wat dringend noodsaaklik is en wat nie voorsien of vermy kon word nie;

"werknemer"—

- (a) enige persoon, uitgesonderd 'n onafhanklike kontrakteur, wat werk verrig vir 'n ander persoon of vir die Staat en wat enige beloning ontvang, of geregtig is om te ontvang; en
- (b) enige ander persoon wat op enige wyse help om die besigheid van 'n werkgewer voort te sit of te dryf; en het "in diens" en "diens" ooreenstemmende betekenisse met "werknemer".

"werkgewer" enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf en wat daardie persoon beloon of uitdruklik of stilswyend onderneem om hom te beloon, of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te dryf; en het "in diens hê", "in diens neem" en "diens" ooreenstemmende betekenisse;

"noodsaaklike dienste" alle werk wat noodwendig verrig moet word ten einde die beoefening of bedryf van enige ander nywerheid, saak of onderneming te verseker, of enige dringende aangeleentheid wat nie gedurende die gewone werkure in klousule 8 voorgeskryf, verrig kan word nie;

"voorman" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Hoofsaaklik in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan verrig;
- (b) werk aan ander werknemers onder sy beheer en toesig uitdeel;
- (c) dissipline handhaaf;
- (d) regstreeks aan 'n algemene voorman of die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein(e);

"algemene voorman" 'n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toesig hou en wie se pligte een of meer van die volgende werksaamhede insluit:

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

"algemene werker" 'n werknemer wat enige taak of werksaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van "geskoolde werknemer" en "halfgeskoolde werknemer", maar met inbegrip van toesighouding oor ander algemene werkers;

"slegs-arbeid-kontrak" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word vir slegs die verskaffing van sy eie arbeid en/of die van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 4 van Hoofstuk 1 gestel, 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;

"slegs-arbeid-kontrakteur" iemand wat slegs-arbeid-kontrakwerk onderneem;

"heffings" enige betaling wat die werkgewer of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal; en het "bydraes" dieselfde betekenis;

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, wat gemaak is van beton, baksteen, hout, yster of 'n kombinasie daarvan, wat stewig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefstaling voorsien is en wat geheel en al so gebou is dat die gereedskap en klere van werknemers te eniger tyd veilig daarin bewaar kan word;

"nuwe algemene werker" 'n werknemer gedurende die eerste ses (6) maande van indiensneming, wat nooit in die Boubedryf werksaam was nie, in die gebied van toepassing van hierdie Ooreenkoms;

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werkure wat in klousule 8 van Hoofstuk 1 voorgeskryf word;

"persoon" ook—

- (a) 'n maatskappy wat opsigself 'n regspersoon is of kragtens enige wet as sodanige geregistreer is; of
- (b) enige liggaam van persone, hetsy 'n regspersoon al dan nie;

"voorgeskrewe loon" die gedeelte van die besoldiging wat ingevolge klousule 4 van Hoofstuk 1 in die vorm van geld aan die werknemer betaalbaar is ten opsigte van die gewone werkure in klousule 8 van Hoofstuk 1 voorgeskryf: 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 4 van Hoofstuk 1 voorgeskryf word, dit sodanige hoër bedrag beteken (by die toepassing van hierdie omskrywing beteken "gereeld" twee agtereenvolgende betalings);

"produksieprestasiestandaarde (PPK)" die prestasiestandaarde wat die kwekeling vir elke taak moet bereik gedurende sy indiensopleiding;

"beloning" 'n betaling in kontant aan enige persoon gemaak of aan hom verskuldig na opleiding van en wat, sonder om die gewone betekenis daarvan te beperk, alle bydraes insluit waarvoor in hierdie Ooreenkoms voorsiening gemaak word; en het "beloon" 'n ooreenstemmende betekenis;

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

"halfgeskoolde werknemer" 'n werknemer (gespesifiseerde ambag), vakleerling en kwekeling-ambagsman;

"geskoolde werknemer" 'n algemene voorman, voorman, vakman, ambagsman en 'n werknemer wat 'n hulpambag verrig;

"geskoolde werk" werk wat in die Bou- en Dimensionele Klipnywerhede verrig kan word deur werknemers soos omskryf onder "geskoolde werknemer" en "halfgeskoolde werknemer";

"werknemer (gespesifiseerde ambag)" 'n werknemer wat in 'n gespesifiseerde ambag in diens is en wat werk soos omskryf in klousule 1 van Hoofstuk 2 mag verrig, en wat die voorgeskrewe kursusse vir die gespesifiseerde ambag by 'n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidingstydperk suksesvol voltooi het;

"geskikte slaapplek" 'n waterdigte onderdak wat stewig togesluit kan word met 'n geskikte vloer en die nodige geskikte wasgeriewe, voubeddens, matrasse en aparte toiletgeriewe;

"kwekeling-ambagsman" 'n werknemer wat as sodanig by die Raad geregistreer is en by sy werknemer in diens is ooreenkomstig 'n dienskontrak, wat geskoolde werk ten opsigte van nie-aangewese ambagte omskryf in klousule 2 van Hoofstuk 2, mag verrig en wat nie ingevolge die bepalings daarvan vir 'n vakleerlingskap kwalifiseer nie;

"kwekeling-werknemer (gespesifiseerde ambag)" 'n werknemer wat as sodanig, by die Raad geregistreer is, wat in diens is ooreenkomstig 'n dienskontrak en wat geskoolde werk mag verrig in engeen van die gespesifiseerde ambagte omskryf in klousule 1 van Hoofstuk 2 waarvoor hy as sodanig geregistreer is en wat nie vir 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, kwalifiseer nie;

"opleidingsprestasiëriteria (OPK)" die prestasie-standaarde wat die kwekeling vir elke taak moet bereik gedurende sy institusionele opleiding;

"natweerskuiling" 'n skuiling wat van weerbestande materiaal gebou is en wel op so 'n manier dat die okkupeerders daarvan in alle omstandighede droog gehou word en dit gerieflik sal hê;

"werkweek" van Maandag tot Vrydag.

(Sien ook Hoofstukke 2 en 3 vir verdere omskrywings.)

4. VOORGESKREWE LONE

4.1 **Algemeen:** Lone van werknemers moet aangepas word of volgens die nuwe voorgeskrewe lone kragtens klousule 4.1.1 van hierdie Hoofstuk, of met die bedrag van die algemene verhoging kragtens klousule 4.1.2 van hierdie Hoofstuk, watter ook al die grootste is, en voorts mag geen werkgewer lone betaal en geen werknemer lone aanvaar nie wat laer is as voorgeskryf in klousule 4.1.1 van hierdie Hoofstuk, gelees met die res van die bepalings van hierdie klousule:

4.1.1 Geskoolde, halfgeskoolde en ongeskoolde werknemers:

BYLAE

Kategorie van werknemer	Loon per uur		
	Met ingang van die datum van inwerkingtreding van hierdie ooreenkoms	Met ingang van 12 Oktober 1998	Met ingang van 11 Oktober 1999
	R	R	R
Vakman (onderhandel)	22,30	24,31	26,50
Ambagsman (onderhandel)	16,94	18,63	20,49
Werknemer (gespesifiseerde ambag) (onderhandel)	10,09	11,10	12,21
Ambagsman (skrynwerker) (massavervaardiging) (faseer in tot ambagsman)	17,71	19,52	20,49
Ambagsman (houtmasjienwerker) (massavervaardiging) (faseer in tot ambagsman)	17,71	19,52	20,49
Skrynwerkmonteerder (gespesifiseerde ambag) (massavervaardiging) (faseer in tot gespesifiseerde ambag)	10,55	11,63	12,21
Masjienbediener (gespesifiseerde ambag) (massavervaardiging) (faseer in tot gespesifiseerde ambag) ...	10,55	11,63	12,21
Vervaardigingswerker (massavervaardiging) (78,3% van algemene werker op konstruksie)	5,21	5,79	6,42

Kategorie van werknemer	Loon per uur		
	Met ingang van die datum van inwerkingtreding van hierdie ooreenkoms	Met ingang van 12 Oktober 1998	Met ingang van 11 Oktober 1999
	R	R	R
Algemene werker (nie op konstruksie) (85% van algemene werker op konstruksie)	5,66	6,28	6,97
Algemene werker op konstruksie (onderhandel)	6,66	7,39	8,20
Nuwe algemene werker (nie op konstruksie) (85% van nuwe algemene werker op konstruksie)	5,10	5,66	6,28
Nuwe algemene werker (op konstruksie) (1 jaar agter algemene werker op konstruksie)	6,00	6,66	7,39
Kwekeling-ambagsman: Aanvangsloon (40% van ambagsman)	6,78	7,45	8,20
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na suksesvolle voltooiing van indiensopleiding (produksieprestasiëriteria) (65% van ambagsman)	11,01	12,11	13,32
Na suksesvolle aflegging van voorgeskrewe vakttoets (volle ambagsman)	16,94	18,63	20,49
Kwekeling-werknemer (gespesifiseerde ambag): Aanvangsloon (75% van werknemer gespesifiseerde ambag)	7,57	8,33	9,16
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na verdere drie maande diens (volle werknemer gespesifiseerde ambag)	10,09	11,10	12,21

4.1.2 Algemene verhoging: Die minimum verhoging vir werknemers wat meer as die voorgeskrewe lone verdien op die datum van elke loonverhoging soos per bylae 4.1.1 moet soos volg wees:

Kategorie van werknemer	Loon per uur		
	Met ingang van die datum van inwerkingtreding van hierdie ooreenkoms	Met ingang van 12 Oktober 1998	Met ingang van 11 Oktober 1999
	R	R	R
Vakman	1,84	2,01	2,19
Ambagsman	1,54	1,69	1,86
Werknemer (gespesifiseerde ambag)	0,92	1,01	1,11
Vervaardigingswerker (massavervaardiging)	0,51	0,58	0,63
Algemene werker (nie op konstruksie)	0,56	0,62	0,69
Algemene werker (op konstruksie)	0,66	0,73	0,81
Kwekeling-ambagsman (nie aangewese)	0,62	0,67	0,75
Na-opleidingsprestasiëriteria en produksieprestasiëriteria	1,00	1,10	1,21
Kwekeling (gespesifiseerde ambag)	0,69	0,76	0,83

4.2 **Opskorting van diens van werknemers:** 'n Werkgewer moet behoudens klousule 8.3 'n werknemer wie se diens hy tydelik opgeskort het, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat so 'n werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige tydperk van opskorting gewerk het: Met dien verstande dat hierdie klousule nie van toepassing is nie op werknemers wie se diens opgeskort is as gevolg van gure weerstoestande of in gevalle waar die voortgang van werk onderbreek is deur 'n natuurkrag of oormag, brand, burgerlike onluste, staking, vyandelikhede, onwettige saamspan van werksmense, terrorisme, ontploffing en/of soortgelyke noodtoestand.

4.3 **Behoud van besoldiging:** Niks in hierdie Ooreenkoms moet die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy dieselfde klas werk by dieselfde werkgewer verrig.

4.4 **Differensiële lone:** 'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad voorgeskryf 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 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.

4.5 **Gereedskaptoelae:** 'n Werkgewer moet aan 'n geskoolde werknemer wat in diens is by die vervaardiging en installering van doelgemaakte skrynwerkstukke, 'n toelae van 10c per uur betaal terwyl hy aldus werksaam is.

4.6 **Nuwe algemene werker:**

- 4.6.1 Die Raad moet die status van hierdie werker ondersoek deur gebruik te maak van die Raad se bydrae-rekords.
- 4.6.2 Die lone van 'n nuwe algemene werker is soos voorgeskryf in klousule 4.1.1 van Hoofstuk 1.
- 4.6.3 Bydraes soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms is nie van toepassing op 'n nuwe algemene werker nie.
- 4.6.4 Alle heffings soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms moet weekliks aan die Raad betaal word.
- 4.6.5 Indien 'n werkgewer versuim om die bepaling van klousule 4.6 van hierdie Ooreenkoms na te kom, word hy verantwoordelik gehou vir betaling van die lone van 'n algemene werker, soos omskryf in hierdie Ooreenkoms.

5. BETALING VAN LONE, TOELAES EN OORTYDVERDIENSTE

5.1 **Algemeen:** Lone, verdienste vir oortyd, toelae ingevolge hierdie Ooreenkoms en alle ander vergoeding wat verskuldig is aan 'n werknemer, moet in kontant of per tjek betaal word of mag in werknemers se rekeninge by 'n finansiële instelling inbetaal word. Gemelde beloning mag weekliks, tweewekliks of maandeliks betaal word, afhangende van die ooreenkoms tussen werknemer en werkgewer.

5.2 **Wagtyd:** By beëindiging van diens moet 'n werkgewer so 'n werknemer alle lone, toelae en ander besoldiging betaal tot tyd en wyl sodanige betaling gedoen word, ten opsigte van elke werkuur of gedeelte daarvan, vanaf die tydstop waarop diens beëindig word totdat die finale betaling gedoen word, en dié betaling moet nie later gedoen word nie as twee werkdade na diensbeëindiging: Met dien verstande dat—

- 5.2.1 daar vir wagtyd van hoogstens 16 uur betaal word;
- 5.2.2 daar nie vir wagtyd, benewens betaling in plaas van kennisgewing ingevolge klousule 11 van Hoofstuk 1, betaal word nie;
- 5.2.3 'n werknemer wat sy diens beëindig sonder om die vereiste kennis te gee en uit te dien, nie op betaling vir wagtyd geregtig is nie;
- 5.2.4 'n werknemer wat nie op kennisgewing ingevolge klousule 11 van Hoofstuk 1 geregtig is nie, op wagtyd geregtig is slegs as hy nie binne 16 werkdade vanaf die tydstop waarop diens beëindig is, betaal word nie.

Vir die doeleindes van hierdie paragraaf word uitbetaling per geregistreerde pos geag behoorlike betaling te wees. Die betaaldatum word geag dieselfde te wees as die datum waarop die brief gepos is.

5.3 **Besoldigingsbesonderhede:** Elke werkgewer moet op die datum van elke betaling 'n staat aan die werknemer uitreik waarop besonderhede uiteengesit is van hoe die bruto besoldiging bereken is, watter aftrekkings gemaak is en die netto besoldiging betaalbaar, en sowel die waarde van die bydraes aandui wat die werkgewer aan die Raad oorbetal het, as die opgehoopde aantal bydraes tot en met die laaste dag ten opsigte van elke betaling gemaak.

5.4 **Oortyd:** Vir die doeleindes van hierdie Ooreenkoms moet alle tyd wat langer gewerk word as die getal gewone werkdade wat in klousule 8 van hierdie Hoofstuk voorgeskryf word, geag word oortyd te wees: Met dien verstande dat 'n werknemer vir oortyd teen oortydtariewe betaal moet word slegs nadat 'n werknemer 40 uur per week teen die gewone loonskaal voltooi het, behalwe in die geval waar 'n werknemer gedurende die week waarin oortyd gewerk is, by 'n werkgewer in diens getree het en hy om die rede nie in staat was om 40 uur per week te voltooi nie.

5.4.1 Ondanks bogenoemde bepaling moet 'n openbare vakansiedag wat binne 'n werkweek val, beskou word as tyd wat gewerk is vir die doel om oortyd soos hierbo te bereken.

5.4.2 'n Werknemer van wie vereis word om te werk buite die gewone ure voorgeskryf in klousule 8 hiervan, moet soos volg betaal word:

- 5.4.2.1 Een en 'n derde maal sy werklike loonskaal vir alle oortyd wat van Maandae tot Vrydae gewerk word;
- 5.4.2.2 een en 'n half maal sy werklike loonskaal vir tyd gewerk op Saterdag;
- 5.4.2.3 twee maal die skaal van die werknemer se werklike loon vir tyd gewerk op Sondag.

5.4.3 Die gewone werkdade plus alle oortydure mag hoogstens 56 uur per kalenderweek beloop.

5.4.4 **Oortydbepalings:** Indien 'n werkgewer vereis dat sy werknemers oortyd werk, moet hy aan hulle minstens 16 uur kennis daarvan gegee: Met dien verstande egter dat geen voorafkennisgewing vereis word om oortyd te werk nie wanneer werknemers nooddiens verrig of wanneer dit as gevolg van noodwerk van werknemers vereis word om oortyd te werk.

5.5.1 *Aanmelding van nie-betaling:* 'n Werknemer wat ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van hierdie Raad in aanmerking kom vir die betaling deur sy werkgever van lone en/of bydraes aan die Raad namens homself ingevolge die bepalings van die verskillende fondse en wat nie ingevolge hierdie Ooreenkoms betaal is nie, moet sodanige nie-betaling van lone of bydraes ingevolge klousule 2 van Hoofstuk 5 by die Raad aanmeld binne 10 weke vanaf die datum waarop sodanige versuim om te betaal plaasgevind het.

5.5.2 Waar die werknemer die nie-betaling binne die tydperk voorgeskryf in klousule 5.5.1 hiervan aangemeld het, is hy geregtig op betaling deur die Raad uit die waarborg wat gehou word ten opsigte van die werkgever wat versuim het om sodanige betaling te maak, maar slegs in soverre die geld beskikbaar is ingevolge sodanige waarborg.

5.5.3 'n Werknemer wat in gebreke bly om enige nie-betalings te rapporteer soos voorgeskryf, verbeur enige reg tot verhaling en die Raad tree nie teen 'n werkgever op ingevolge die Ooreenkoms se bepalings nie, tensy wanvoorstelling deur die werkgever bewys kan word.

5.5.4 indien 'n werknemer dros of sy dienste beëindig sonder kennisgewing, moet die Raad, op die aansoek deur 'n werkgever, die bedrag aan die werkgever verskuldig, wat gelyk is aan die vereiste kennisgewingstydperk, van die werknemer se vakansiegeld afterk en aan die werkgever oorbetaal.

5.6 **Skofwerk:** 'n Werkgever kan sy werknemers skofte laat werk: Met dien verstande dat daar in wese aan klousules 5 en 8 voldoen is.

6. REGISTRASIE VAN WERKNEMERS

6.1 Elke werkgever moet binne 'n tydperk van sewe dae vanaf die datum van indiensneming van 'n werknemer sodanige werknemer by die Raad registreer, maar moet, ondanks bogenoemde bepalings, sodanige werknemer die besoldiging, toelaes en bydraes betaal wat ingevolge hierdie Ooreenkoms van toepassing is op die klas waarin die werknemer in diens geneem is, tensy 'n vrystelling verkry is.

6.1.1 'n Werknemer in diens in enigeen van die aangewese ambagte soos omskryf in klousule 3 van Hoofstuk 2, wat—

6.1.1.1 in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en

6.1.1.2 die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk suksesvol voltooi het; en

6.1.1.3 in die vereiste vaktoets geslaag het; en

6.1.1.4 die Nasionale Tegnieëse Sertifikaat Deel 11 (N2) verwerf het,

moet as vakman geregistreer word.

6.1.2 'n Werknemer in diens in enigeen van die nie-aangewese ambagte soos omskryf in klousule 2 van Hoofstuk 2, wat—

6.1.2.1 in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en

6.1.2.2 die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk suksesvol voltooi het; en

6.1.2.3 in die vereiste vaktoets geslaag het,

moet as ambagsman geregistreer word.

6.1.3 'n Werknemer betrokke by enigeen van die aktiwiteite omskryf in klousule 1 van Hoofstuk 2, wat—

6.1.3.1 in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en

6.1.3.2 die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk van minstens drie maande voltooi het,

moet as werknemer (gespesifiseerde ambag) geregistreer word.

6.1.4 Die Raad kan van tyd tot tyd ander bykomende gespesifiseerde-ambagsklasse bepaal.

6.1.5 Ondanks klousule 6.1 hiervan kan die Raad egter na goeddunke 'n aansoek van 'n individuele werkgever om die registrasie van kwekeling-werknemers (gespesifiseerde ambag) weier, indien 'n ondersoek bewys dat die werkgever nie die opleidingsvereistes van sodanige klas werknemer nagekom het nie.

6.2 Elke werkgever wat 'n werknemer in diens neem om geskoolde werk te verrig, wat nie oor die nodige kwalifikasies beskik om sodanige werk, te verrig nie, moet binne sewe dae na indiensneming die werknemer by die Raad registreer en moet—

6.2.1 die voorgeskrewe vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, aangaan; of

6.2.2 die dienskontrak vir 'n kwekeling-ambagsman ooreenkomstig die voorgeskrewe kontrak aangaan; of

6.2.3 die dienskontrak vir kwekeling-werknemer (ongespesifiseerde ambagte) ooreenkomstig die voorgeskrewe kontrak, aangaan; of

6.2.4 die dienskontrak aangaan waarkragtens werknemers deur die werkgever opgelei word in ambagte of vaardighede ten opsigte waarvan daar geen institusionele opleiding bestaan nie, en wat van tyd tot tyd deur die Raad voorgeskryf word.

6.3 'n Werkgever moet 'n kwekeling of leerling betaal ooreenkomstig die vaardigheidsvlak wat bereik is en ooreenkomstig die besoldiging en toelaes wat vir die suksesvolle voltooiing van die betrokke opleidingskursusse vasgestel is.

6.4 'n Werknemer in klousule 6.3 hiervan bedoel, wat nie 'n opleidingskursus suksesvol voltooi het nie, bly op die besoldigingsvlak eweredig aan die vaardigheidsvlak wat bereik is, en die werkgewer moet toegelaat word om sodanige werknemer in diens te hou op die voorwaardes wat van toepassing is.

6.5 Alle geskoolde en halfgeskoolde werknemers wat as sodanig by die Raad geregistreer is, behou hul bestaande status op die datum waarop hierdie Ooreenkoms in werking tree. Ondanks bostaande, kan die Raad egter 'n registrasiesertifikaat wat aan enige klas werknemer uitgereik is, wysig of intrek en kan die werknemer aan wie 'n sertifikaat uitgereik was, herklassifiseer word as die Raad oortuig is dat die oorspronklike registrasie en klassifikasie van die betrokke werknemers verkeerdlik uitgereik was. Die besluit van die Raad is finaal en bindend.

6.6 'n Werknemer van wie daar vereis word om hom by die Raad te laat registreer ingevolge hierdie Ooreenkoms, moet op versoek van 'n agent van die Raad die registrasiesertifikaat wat deur die Raad aan hom uitgereik is, toon.

6.7 Alle werknemers wat op 3 September 1990 as meestersvakmanne geregistreer was, word vir die doeleindes van hierdie Ooreenkoms geag as vakmanne geregistreer te wees.

7. VERBODE DIENS

7.1 Behoudens klousule 6.1 van hierdie Hoofstuk mag 'n werkgewer nie toelaat dat 'n werknemer werk verrig waarvoor hy hom ingevolge klousule 6 van hierdie Hoofstuk moet laat registreer nie, tensy sodanige werknemer in die regte klas geregistreer is.

7.2 'n Werknemer mag nie werk verrig waarvoor registrasie verpligtend is nie, tensy hy aldus geregistreer is.

7.3 Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling van hierdie Ooreenkoms, enige Wet of enige loonvasstelling wat 'n persoon verbied om 'n werksaamheid te verrig, geag die werkgewer van so 'n persoon vry te stel van die betaling van die voorgeskrewe lone en bydraes van 'n ambagsman wat hy sou moes betaal het, en van die nakoming van die voorwaardes wat hy sou moes nagekom het indien die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie, en die werkgewer bly aanspreeklik om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

7.4 'n Werknemer wat by die Raad geregistreer is, of wat kwalifiseer vir registrasie in 'n hoër kategorie, moet binne 10 werkdag vanaf datum van indiensneming bewys aan sy werkgewer lewer van sodanige hoër kwalifikasie, by gebreke waarvan die werknemer geag word 'n werknemer te wees in die kategorie waarin hy aanvanklik in diens geneem is.

8. WERKURE

8.1 Die gewone werkure is 40 uur in enige week bereken teen hoogstens agt uur per dag, Maandag tot Vrydag.

8.2 Geen werknemer mag toegelaat word om langer as vyf uur op enige dag te werk sonder 'n pouse van minstens 30 minute nie.

8.3 **Korttyd:** Elke werkgewer wat as gevolg van onvoldoende werk van 'n werknemer vereis om korttyd te werk, moet die Raad van sodanige besluit in kennis stel na ooreenkoms met sy werknemer om korttyd te werk.

9. JAARLIKSE VERLOF

9.1 'n Werknemer wat 48 weke in 'n jaar gewerk het en vir wie bydraes vir vakansiefonds betaal is, is geregtig op verlof van 15 ten volle betaalde werkdag per jaar.

9.2 Die jaarlikse verloftydperk is vier kalenderweke wat 'n aanvang neem op die Vrydag onmiddellik voor 16 Desember, of sodanige dag as wat die Raad bepaal, dog nie later as 16 Desember nie.

9.3 Geen werkgewer mag van 'n werknemer vereis om gedurende die verloftydperk voorgeskryf by klousule 9.2 hiervan werk in die Nywerheid te verrig nie, en geen werknemer mag gedurende hierdie tyd werk verrig sonder dat goedkeuring van die Raad verkry is nie.

9.4 Ondanks die bepalings van klousule 9.3 hiervan kan 'n werkgewer en sy werknemer ooreenkom om 'n maksimum tydperk van twee weke gedurende die jaarlikse verloftydperk te werk teen gewone skaal plus bydraes: Met dien verstande dat geen werk verrig mag word gedurende die weke waarin Kersdag en Nuwejaarsdag val nie.

10. OPENBARE VAKANSIEDAG

10.1 Openbare Vakansiedag is soos omskryf in die Wet op Openbare Vakansiedag, 1994.

10.2 Wanneer daar nie van 'n werknemer verwag word om te werk op 'n openbare vakansiedag wat normaalweg 'n werkdag sou wees nie, moet die werknemer die normale daaglikse beloning ten opsigte van daardie openbare vakansiedag ontvang.

10.3 Wanneer 'n werknemer op 'n openbare vakansiedag wat normaalweg 'n werkdag sou wees werk, moet die werknemer die normale daaglikse beloning ten opsigte van daardie openbare vakansiedag ontvang en daarbenewens moet die werknemer vergoed word teen—

- (a) 'n tarief gelykstaande met sy werklike basiese loon ten opsigte van alle ure wat op daardie dag gewerk is, of
- (b) 'n tarief gelykstaande met een derde van sy loontarief vir die tyd gewerk op daardie dag, en, binne sewe dae van daardie openbare vakansiedag een dag se betaalde verlof.

10.4 Wanneer daar van 'n werknemer verwag word om te werk op 'n openbare vakansiedag wat op 'n Saterdag of 'n Sondag val, moet die werknemer vergoed word ooreenkomstig die normale oortydtarief, en sal die werknemer nie geregtig wees op enige aanvullende vergoeding vir daardie openbare vakansiedag nie.

11. DIENSBEËINDIGING

11.1 Behoudens die bepalings van die Wet op Arbeidsverhoudinge, 1995, wanneer 'n werkgewer of 'n werknemer van voornemens is om 'n dienskontrak te beëindig—

- 11.1.1 gedurende die eerste 24 maande van diens, moet hy aan die ander party vyf werkdade kennis gee van die beëindiging van sodanige dienskontrak;
- 11.1.2 na 24 maande diens, tot en met 60 maande diens, moet hy die ander party 10 werkdade kennis gee van die beëindiging van sodanige dienskontrak;
- 11.1.3 na 60 maande diens, moet die ander party 20 werkdade kennis gee van die beëindiging van sodanige dienskontrak.

11.2 Ondanks bogenoemde bepalings kan die partye 'n skriftelike kontrak aangaan wat voorsiening maak vir 'n langer kennisgewingstermyn as die termyn wat hierbo bepaal is.

11.3 Kennisgewing van diensbeëindiging moet skriftelik gegee word.

11.4 Hierdie klousule raak nie die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om enige regsgeldige rede te beëindig nie, en die bepalings aangaande verbeurings en boetes wat kragtens wet van toepassing is op 'n werknemer wat dros, word ook nie daardeur geraak nie.

11.5 'n Werkgewer moet sy beëindiging van 'n dienskontrak, waar die werknemer se diens 65 werkdade oorskry, die werknemer van 'n dienssertifikaat voorsien wat die volle name van die Werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die werknemer se loonskaal op die datum van sodanige beëindiging, vermeld.

11.6 Beide die werkgewer en die werknemer kan in plaas van die voorgeskrewe kennisgewing die toepaslike besoldiging aan die ander party betaal.

12. BEWARING VAN GEREEDSKAP

12.1 By alle werkterreine en werkwinkels waar die duur van die werk 12 kalenderweke oorskry, moet die werkgewer—

- 12.1.1 'n toesluitplek verskaf waarin die werknemer se gereedskap te alle tye toegesluit kan word;
- 12.1.2 toesien dat die toesluitplekke te alle tye behoorlik en/of stewig toegesluit gehou word;
- 12.1.3 toesien dat die gereedskap van 'n werknemer teen verlies weens brand verseker is.

12.2 Ondanks die tydperk in klousule 12.1 hiervan bedoel, is die werkgewer verantwoordelik vir die veilige bewaring van die werknemer se gereedskap.

13. AANGEWESSE AGENTE

13.1 Die Raad sal persone aanstel om behulpzaam te wees met die implementering van die ooreenkoms. Ingevolge artikel 33 van die Wet sal die Raad die Minister versoek om hierdie werknemers as aangewese agente van die Raad aan te stel.

13.2 Voordat enige ondersoek ingevolge hierdie Ooreenkoms gedoen word, moet die aangewese agent, waar dit prakties moontlik is, die werkgewer of 'n verantwoordelike persoon in sy diens van sy voorneme in kennis stel.

13.3 Elkeen vir wie hierdie Ooreenkoms bindend is, moet na die beste van sy vermoë aan die aangewese agent hulp verleen om die aangewese agente in staat te stel om aan bogenoemde bepalings uitvoering te gee.

14. REGISTRASIE VAN WERKGEWERS

14.1 Elke werkgewer in die Nywerheid wat—

- 14.1.1 op die datum waarop hierdie Ooreenkoms in werking tree, nie geregistreer is nie, moet hom binne een maand vanaf sodanige datum by die Raad laat registreer;
- 14.1.2 na die inwerkingtreding van hierdie Ooreenkoms met sy bedrywighede begin, moet hom binne een maand vanaf aanvang van sodanige bedrywighede by die Raad laat registreer.

14.2 Elke werkgewer van wie vereis word om hom by die Raad te laat registreer, moet die volgende besonderhede op die gespesifiseerde vorm aan die Sekretaris verstrek:

- 14.2.1 Volle naam en identiteitsnommer;
- 14.2.2 naam van besigheid;
- 14.2.3 besigheidsadres;
- 14.2.4 woonadres; en
- 14.2.5 die ambag of ambagte waarin hy in die Nywerheid betrokke is.

14.3 Waar die werkgewer sake verrig as 'n vennootskap, 'n maatskappy of 'n beslote korporasie moet die besonderhede ooreenkomstig klousule 14.2 hiervan onderskeidelik ten opsigte van elke vennoot, direkteur of lid verstrek word.

14.4 Elke geregistreerde werkgewer moet die Raad binne 14 dae van enige verandering in die besonderhede in klousule 14.2 hiervan bedoel, skriftelik van sodanige verandering in kennis stel.

14.5 'n Geregistreerde werkgewer wat voornemens is om sy optrede as sodanig te staak moet die Sekretaris van die Raad minstens 14 dae voor die datum waarop hy voornemens is om sy optrede te staak, skriftelik daarvan in kennis te stel.

14.6 Elke werkgewer in die Nywerheid moet gelyktydig met sy aansoek om registrasie 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om die volgende betalings ten opsigte van sy werknemers te dek:

- 14.6.1 Indien die werkgewer sy werknemers op 'n weeklikse grondslag betaal, moet die waarborg twee weke se lone soos in klousule 4 van hierdie Hoofstuk voorgeskryf, en twee weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees;
- 14.6.2 indien 'n werkgewer sy werknemers op 'n tweeweklikse grondslag betaal, moet die waarborg drie weke se lone soos in klousule 4 van hierdie Hoofstuk voorgeskryf, en drie weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees;
- 14.6.3 indien die werkgewer sy werknemers op 'n maandelikse grondslag betaal, moet die waarborg vyf weke se lone soos in klousule 4 van hierdie Hoofstuk voorgeskryf, en vyf weke se bydraes ingevolge hierdie ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R2 000 moet wees:
 - 14.6.4.1 Indien 'n werkgewer die getal werknemers in sy diens op enige tydstop uitbrei nadat die bedrag van sy waarborg deur die Raad bepaal is, moet sodanige werkgewer binne 21 dae vanaf datum waarop die Raad hom in kennis stel, of binne sodanige verdere tydperk as wat die Raad toelaat, die bedrag van sy waarborg verhoog tot die bedrag wat die Raad ooreenkomstig klousule 14.6.1 hiervan weer bepaal het in verhouding tot die verhoogde getal werknemers.
 - 14.6.4.2 Die Raad moet eweneens 'n werkgewer toelaat om die bedrag van sy waarborg te verminder waar 'n afname in die getal werknemers in die diens van sodanige werkgewer 'n vermindering regverdig: Met dien verstande dat so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgewer skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg.
 - 14.6.4.3 Geen vermeerdering of vermindering van die bedrag van 'n waarborg ooreenkomstig klousule 14.6.4.1 en 14.6.4.2 mag met tussenposes van minder as ses maande vereis of toegelaat word nie.
 - 14.6.4.4 Hierdie klousule is nie van toepassing nie op 'n lid van die werkgewersorganisasie wat 'n party by die Ooreenkoms is wat assuransiwaarborg verskaf.

14.7 Indien 'n werkgewer sy waarborg ingedien het en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan klousule 2 van Hoofstuk 5 voldoen het nie, moet sodanige waarborg verbeur word aan die algemene fondse van die Raad en sy registrasie as werkgewer gekanselleer word nadat die Raad hom daarvan verwittig het deur 'n geregistreerde brief na sy jongste bekende adres te stuur: Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgewer daarom aansoek doen en sy aansoek vergesel gaan van bewys ter staving van sy eis, asook bewys dat hy ten volle voldoen het aan hierdie Ooreenkoms, soos deur die Raad vereis, sodanige waarborg tesame met die rente daarop opgeloop het teen 'n koers van soos van tyd tot tyd deur die Raad bepaal, aan sodanige werkgewer kan terugbetaal.

14.8 Die Raad kan 'n gedeelte of die hele bedrag van 'n waarborg wat deur 'n werkgewer betaal is, gebruik om 'n bedrag wat deur sodanige werkgewer aan die Raad verskuldig is ten opsigte van toelaes, bydraes of lone verskuldig aan een of meer werknemers in diens by so 'n werkgewer te betaal indien die Raad oortuig is dat sodanige toelaes, bydraes of lone aan die betrokke werknemers verskuldig en betaalbaar is.

14.9 Werkgewers kan deur hul werkgewersorganisasies 'n versekeringspolis uitneem om die dekking te verkry wat in klousule 14.6.1 hiervan beoog word.

15. SLEGS-ARBEID-KONTRAKTEURS

15.1 Geen slegs-arbeid-kontrakteur mag werk in die Bounywerheid kragtens 'n slegs-arbeid-kontrak onderneem nie, tensy hy by die Raad geregistreer is as 'n werkgewer of, indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is.

15.2 Kontrakteurs mag slegs werk aan slegs-arbeid-kontrakteurs toeken indien bewys van registrasie by die Raad bevestig kan word en nakoming van die Raad se Ooreenkoms deur die Raad gestaaf word. Indien die kontrakteur aan hierdie voorwaardes voldoen het, sal kontrakteurs nie verantwoordelik wees vir eise deur die werknemers van die slegs-arbeid-kontrakteur nie.

15.3 Kontrakteurs wat versuim om aan die bepalinge van klousule 15.2 te voldoen, word egter aanspreeklik gehou slegs vir die betaling van lone en bydraes van die werknemers van die ongeregisteerde slegs-arbeid-kontrakteur, indien sodanige slegs-arbeid-kontrakteur nie in staat is om sy verpligting kragtens hierdie Ooreenkoms na te kom nie.

16. KENNISGEWINGBORD

Elke werkgewer moet wanneer hy bouwerk verrig wat langer as 'n maand duur, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon op 'n opvallende plek wat vir die publiek toeganklik is en sodanige kennisgewingbord moet die besigheidsnaam en die besigheidsadres 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.

17. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms vertoon op elke werkterrein waar langer as ses maande gewerk word en by sy gewone besigheidsplek op 'n opvallende plek wat maklik vir al sy werknemers toeganklik is.

18. NATWEERSKUILING

18.1 By alle persele waar boubedrywigheide aan die gang is, moet werkgevers geskikte akkommodasie verskaf—

18.1.1 om as skuiling vir werknemers wat gedurende nat weer te dien;

18.1.2 om as kleedkamer te dien: Met verstande dat hierdie bepaling nie van toepassing is nie op persele waar minder as 25 werknemers in diens is of waar die omstandighede eie aan die perseel of die aard van die werk wat aan die gang is, nie akkommodasie vir 'n kleedkamer toelaat nie.

19. VERVERSINGSGROUPE

Alle werknemers is geregtig op 'n pouse vir verversings van 20 minute per dag wat geneem word volgens ooreenkoms tussen werkgever en werknemer en wat geag word tyd gewerk te wees. Geskikte geriewe vir die doel om verversings voor te berei moet deur die werkgever verskaf word.

20. VRYSTELLINGS

20.1 Ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, word hierby deur die Raad 'n Onafhanklike Vrystellingsraad ingestel om aansoeke om vrystelling van nie-partye, van enige van die bepalings van hierdie Ooreenkoms om 'n afdoende rede, te oorweeg.

20.2 Alle aansoeke om vrystelling moet skriftelik (op die aansoekvorm voorsien deur die Raad) wees en moet gerig word aan die Hoofsekretaris van die Raad vir oorweging deur die Vrystellingsraad deur die Raad ingestel.

20.3 Alle aansoeke om vrystelling moet behoorlik gemotiveer wees en sodanige motivering moet die volgende besonderhede omvat:

20.3.1 Die tydperk waarvoor vrystelling benodig word;

20.3.2 die Ooreenkoms en klousules of subklousules van die Ooreenkoms waarvan vrystelling gevra word;

20.3.3 bewys dat die vrystelling waarvoor aansoek gedoen word, wel bespreek is tussen die werkgever en sy werknemers en hul onderskeie verteenwoordigers. Die reaksies voortspruitend uit sodanige oorlegplegings, hetsy ten gunste van of teen die aansoek, moet by die aansoek ingesluit word.

20.4 Die Hoofsekretaris van die Raad moet in die eerste instansie die aansoeke om vrystelling op die sakelys van die volgende vergadering, van die Gesamentlike Staande Komitee, vir kommentaar plaas.

20.5 Die Hoofsekretaris van die Raad moet aan die Vrystellingsraad die besonderhede van die aansoeke om vrystelling verskaf.

20.6 Die Vrystellingsraad, moet alle skriftelike aansoeke oorweeg en 'n besluit daarvoor neem en mag, wanneer daartoe deur die applikante of beswaarmakers versoek, onderhoude moet applikante of enige beswaarmakers tydens sy volgende vergadering voer. Met dien verstande dat die Vrystellingsraad 'n besluit mag uitstel tot 'n volgende vergadering indien bykomende staving, inligting of mondelinge verhoë as noodsaaklik beskou word alvorens 'n besluit oor die aansoek om vrystelling geneem word.

20.7 Sodra die Vrystellingsraad besluit het om vrystelling te verleen, moet dit 'n sertifikaat uitreik en die applikante dienoreenkomsig binne 14 dae na die datum van so 'n besluit verwittig.

20.8 Wanneer die Vrystellingsraad besluit om 'n aansoek om vrystelling te weier of gedeeltelik te weier, moet dit die applikant(e) binne 14 dae na die datum van so 'n besluit verwittig en moet die rede(s) verskaf waarom 'n vrystelling nie verleen word nie.

20.9 **Vrystellingskriteria:** Die Vrystellingsraad moet alle aansoeke om vrystelling oorweeg met verwysing na die volgende kriteria:

20.9.1 Die skriftelike en mondelinge staving deur die applikant voorsien;

20.9.2 die mate van raadpleging met en die verhoë vir of teen die verlening van vrystelling soos verskaf deur werkgevers of werknemers wat deur die vrystelling geraak sal word, indien toegestaan;

20.9.3 die bestek van die vrystelling wat verlang word;

20.9.4 die inbreuk maak op basiese voorwaardes van indiensnemingsregte;

20.9.5 die feit dat 'n mededingende voordeel nie geskep word deur die vrystelling nie;

20.9.6 dat vrystelling van enige werknemervoordele of opleidingsbepaling gesien moet word in verhouding tot die alternatiewe vergelykbare *bona fide*- voordeel of -bepaling, met inbegrip van die koste vir die werknemer, oordraagbaarheid, administrasiebestuur en -koste, groei en stabiliteit;

20.9.7 die mate waarin die voorgestelde vrystelling die gesamentlike bedinging en arbeidsvrede in die Bounywerheid ondermyn;

20.9.8 enige bestaande spesiale ekonomiese of ander omstandighede wat die verlening van die vrystelling regverdig;

20.9.9 die inagneming van die aanbevelings vervat in die Verslag van die Presidensiële Kommissie van Onderzoek na die Arbeidsmarkbeleid.

21. REGTE VAN VAKVERENIGINGSBEAMPTES

Beamptes van die vakverenigings wat partye by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die bouterreine en werkwinkels met die doel om met werknemers wat op die terrein werk werwing en lidmaatskap van die vakverenigings te bespreek: Met dien verstande dat hulle nie mag voorkom dat 'n werknemer sy werk voortsit nie, tensy hulle vooraf die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger verkry het: Met dien verstande voorts dat die toestemming nie sonder billike rede weerhou mag word nie.

22. WERKNEMERHEFFING

22.1 'n Bedrag van R2,50 per week word afgetrek van die lone van alle algemene werkers en R3,70 van die lone van alle ander werknemers wat vir 'n werkgewer gewerk het nie korter nie as drie volle dae gedurende die week.

22.2 Bedrae wat ingevolge klousule 22.1 hiervan afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemers deur die Raad in 'n trustrekening gehou word.

22.3 Die bedrag in die krediet van die werknemer moet nie later nie as die aanvangsdatum van die jaarlikse vakansie-tydperk elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die magtiging van die werknemer as ledegeld aan die vakvereniging wat 'n party by die Raad is, betaal moet word.

22.4 Die Raad kan na goeëdunke die bedrag in klousule 22.1 hiervan bedoel, insluit in 'n bydrae wat hy van tyd tot tyd in gebruik neem.

22.5 Enige werknemer wat nie lid is van enige van die vakvereniging wat partye by die Raad is, mag versoek om vrygestel te word van die bepalings van klousule 22.1.

23. HEFFING: WERKGEWERSPARTY

23.1 Elke werkgewer wat lid is van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in dien is, die bedrag aan die Raad betaal wat in die konstitusie van die werkgewersorganisasie bepaal word.

23.2 Die Raad moet elke maand aan die werkgewersorganisasie hierbo bedoel, onderskeidelik die bedrae oorbetal wat hy ingevolge hierdie klousule invorder.

24. VERBOD OP GESKILLE EN/OF DOOIE PUNTE

24.1 Behoudens die toepaslike bepalings van die Wet op Arbeidsverhoudinge, 1995, en die Konstitusie van hierdie Raad, mag enige partye of persoon wat aan hierdie Ooreenkoms onderworpe is, hetsy hy/sy/dit 'n natuurlike of regspersoon is, 'n geskil of dooie punt verklaar teen enige ander partye of persoon wat aan hierdie Ooreenkoms onderworpe is, hetsy hy/sy/dit 'n natuurlike of regspersoon is: Met dien verstande dat geen sodanige aksie ingestel mag word, vroeër as ses maande voor die verstryking van hierdie Ooreenkoms, of die verstryking van enige verlenging daarvan nie.

24.2 Klousule 24.1 van hierdie Ooreenkoms is slegs van toepassing op aangeleenthede wat in die volgende of eerskomende Ooreenkoms van die Gauteng Boubedingingsraad ingesluit staan te word.

24.3 Geen persoon of partye wat onderworpe is aan hierdie Ooreenkoms mag 'n geskil of dooie punt verklaar of enige handeling verrig ter bevordering van 'n geskil of dooie punt oor enige aangeleentheid wat deur hierdie Ooreenkoms geregleer word nie.

25. VERBOD OP STAKINGS EN/OF UITSLUITINGS

25.1 Behoudens die toepaslike bepalings van die Wet op Arbeidsverhoudinge, 1995, mag enige partye of persoon wat aan hierdie Ooreenkoms onderworpe is, hetsy hy/sy/dit 'n natuurlike of regspersoon is, aan wettige aksies van staking of uitsluiting deelneem: Met dien verstande dat geen sodanige aksie ingestel mag word, vroeër as ses maande voor die verstryking van hierdie Ooreenkoms, of die verstryking van enige verlenging daarvan nie.

25.2 Klousule 25.1 van hierdie Ooreenkoms is van toepassing slegs op aangeleenthede wat in die volgende of eerskomende Ooreenkoms van die Gauteng Boubedingsraad ingesluit staan te word.

25.3 Geen persoon of partye wat onderworpe is aan hierdie Ooreenkoms mag deelneem aan 'n staking of uitsluiting, of enige handeling verrig ter bevordering van 'n staking of uitsluiting, oor enige aangeleentheid wat deur hierdie Ooreenkoms geregleer word nie.

26. VERBOD OP TWEEVLAK-BEDINGING

Alle werkgewers en werknemers gedek deur hierdie ooreenkoms verbind hulle daartoe om geen poging aan te wend om weer oor enige van die bepalings in hierdie Ooreenkoms vervat, op maatskappy- of ondernemingsvlak te onderhandel nie, ongeag of daar 'n geldige erkenningsooreenkoms van krag is tussen 'n vakvereniging en 'n werkgewer of nie, gedurende die tydperk van geldigheid van hierdie Ooreenkoms of daaropvolgende verlengde tydperk, tensy die werkgewer vrywillig besluit om van hierdie verbod af te sien.

27. ALGEMEEN

27.1 Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordag of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as dié wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van behandeling of die toekenning aan hom van voordele wat vir hom minder gunstig is as die behandeling of voordele in hierdie Ooreenkoms of 'n ander ooreenkoms voorgeskryf, veroorloof nie, en ook mag dit nie afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of 'n ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

27.2 Elke bepaling of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref; hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet, raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

28. VEILIGHEIDSBEPALINGS

Elke werkgewer en elke werknemer moet voldoen aan die Wet op Beroepsgeondheid en Veiligheid, 1993, soos gewysig, en die regulasies daarkragtens opgestel.

29. PROSEDURERIGLYNE EN DIENSKONTRAKTE

29.1 Prosedureriglyne ten opsigte van—

- 29.1.1 personeelbesnoeiing;
- 29.1.2 griesfhantering;
- 29.1.3 dissiplinêre optrede.

29.2 Afskrifte van toepaslike dienskontrakte met betrekking tot die verskillende opleiding strukture is beskikbaar by die kantore van die Gauteng Boubedingingsraad om werkgewers en werknemers behulpsaam te wees.

30. PRODUKTIEWEITSRIGLYNE

Produktieweitsriglyne moet van tyd tot tyd deur die Raad uitgereik word.

31. GESKILBESLEGTINGSHEFFING

31.1 Elke werkgewer in die Bounywerheid moet, ten opsigte van elke werknemer in sy diens, 'n bedrag soos omskryf in Hoofstuk 5 van hierdie Ooreenkoms, aan die Raad betaal, vir die instandhouding van 'n geskilbeslegtingstelsel soos vereis deur die Wet op Arbeidsverhoudinge, 1995.

31.2 'n Bedrag, soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms, moet van die lone van elke werknemer wat in die Bounywerheid werk, afgetrek word en aan die Raad oorbetal word deur sy werkgewer, vir die instandhouding van 'n geskilbeslegtingstelsel soos vereis deur die Wet op Arbeidsverhoudinge, 1995.

32. BESLEGTING VAN GESKILLE

Enige geskil oor die afdwinging, vertolking of toepassing van hierdie Ooreenkoms moet na die Raad verwys, en soos volg besleg word:

- 32.1 Enige geskil met betrekking tot hierdie Ooreenkoms moet skriftelik na die Raad verwys word. Die Raad moet poog om die geskil deur middel van versoening te besleg deur gebruik te maak van 'n behoorlik gekwalifiseerde bemiddelaar.
- 32.2 Indien die Raad nie daarin slaag om die geskil te besleg deur versoening nie, en die geskil bly onbesleg, moet die geskil vir arbitrasie verwys word.
- 32.3 Indien 'n onbeslegte geskil vir arbitrasie verwys is, moet dit ooreenkomstig die bepalings van die Wet op Arbeidsverhoudinge, 1995, hanteer word. Die arbiter beskik oor die bevoegdheid om die prosedure wat hy tydens die arbitrasieverhoor wil volg, te bepaal en is volgens sy oordeel daarop geregtig om ten opsigte van die arbitrasiekostes van die partye 'n kostebevel in die arbitrasietoekenning in te sluit ooreenkomstig die bepalings van artikel 138 (10) van die Wet. Die arbiter se besluit is finaal en bindend.

HOOFSTUK 2**KLASSIFIKASIE EN OMSKRYWING VAN TAKE****1. GESPESIFISEERDE AMBAGTE**

1.1. Werknemers (gespesifiseerde ambag) en leerlingwerknemers (gespesifiseerde ambag) kan werk in een of meer van die volgende gespesifiseerde ambagte verrig:

- 1.1.1 *Bloklêwerk*: Die lê van blokke soos omskryf, hoogtes meet, hoeke optrek, deurkosyne en vensterrame stel, profiele of setmate opstel.
- 1.1.2 *Plaveiwerk*: Die lê van plaveiblokke, plaveistene en slasto, uitlêwerk en bepaling van vlakke en valle.

- 1.1.3 *Oprigting van bekisting*: Hout- en staalbekisting monteer en oprig vir mure, kolomme, balke en blaaië.
- 1.1.4 *Oprigting van steiers*: Afmerkwark, oprig en waterpasmaak van alle tipes steiers.
- 1.1.5 *Pleistersteenmessewerk*: Pleisterstene volgens profile en setmate, uitgesonderd die opstelling van immes-selprofile, setmate, deur- en vensterrame gedurende aangrensende konstruksiewerk nagaan of deur- en vensterrame in die lood of waterpas is.
- 1.1.6 *Betonafstrykwerk*: Bepaling van vlakke en valle, afstryking en afwerk van beton met die hand of 'n masjien.
- 1.1.7 *Bediening en toerusting*: Hyskrane en grondverskuiwingsmasjinerie en dergelike toerusting bedien; elektriese of meganiese masjiene soos betonmengers, sae, kantsnyers/-slypers, poleer- en sandstraal-masjiene en lettersnymasjiene bedien; swaaiarmhystoestelle bedien; voertuie, meganiese storters en trekkers dryf; houtwerkmasjiene en sproeispuite bedien; en gereedskapmaak (klipmesselaarambag).
- 1.1.8 *Teël- en/of lieklipdekking*: Afmerkwark; aanbring, sny en/of vassit van dakteëls en nokdekking van beton/terracotta, asbes of leiklip.
- 1.1.9 *Dakplaatwerk*: Afmerkwark; aanbring, sny en/of vassit van metaaldakplate en -nokdekking en/of metaalteëls en -nokdekking.
- 1.1.10 *Skrynwerkmontering*: Monteer en vassit van alle skrynwerkkomponente.
- 1.1.11 *Aluminiummontering en -sweiswerk*: Vensters, winkelfronte, deure, deurrame, toonbanke, storthokkies, veranda-omsluitings en sonskerms van aluminium in die fabriek of werkwinkel, monteer, vassit en sweis, met inbegrip van beglasing en vassit van aluminiumkomponente op die terrein.
- 1.1.12 *Plafonwerk*: Oprigting en installering van patente hangplafonstelsels.
- 1.1.13 *Oprigting van afskortings*: Oprigting en installering van aluminium- en droëmuurafskortings volledig met deure en slotte maar uitgesonderd doelgemaakte afskortings.
- 1.1.14 *Installering van voorafvervaardigde rakkaste*: Oprigting en installering van voorafvervaardigde staal- en houtrakke en -kabinette.
- 1.1.15 *Hulp by pleisterwerk (pleisteraar se assistent)*: Saksmeerwerk, eenlaagpleisterwerk op mure en plafonne, uitgesonderd kolomme, koepels, balke, penante en boë afvlak van betonvloere, uitgesonderd trappe en deurdrumpels.
- 1.1.16 *Hulp by teëlwerk (teëllêer se assistent)*: Afvlak van vloere; lê van vloerteëls, met inbegrip van sny- en laswerk; vassit van muurteëls en gepleisterde muur met kleefmiddel; met inbegrip van snywerk, maar uitgesonderd dakwange, drumpels, kolomme en penante.
- 1.1.17 *Hulp by waterdigting (waterdigtingswerke se assistent)*: Waterdigting en vogdigting van alle horisontale en/of skuins en vertikale oppervlakke met inbegrip van tenks met alle soorte Dakmembrane, plate en lak- of semi-lakmastiklae.
- 1.1.18 *Geutwerk*: Vassit van metaal-, PVC- of asbesgeute en geutpype, afmerk en vassit van ondervoegskorte of trappiesvoegskorte.
- 1.1.19 *Asfaltwerk*: Aanwending van asfalt op alle oppervlakke.
- 1.1.20 *Hulp by verfwerk (verwer se assistent)*: Aanwending van grondverf en onderlae op alle oppervlakke; aanwending van eindlae op mure en plafonne met 'n roller, met inbegrip van insnywerk van geverfde panele met 'n kwas.
- 1.1.21 *Aanwendingswerk*: Uittêwerk; meng en aanwending van alle soorte spesiale muurbedekkings en/of tekstuurlae.
- 1.1.22 *Huisbeglasing*: Insit van en voorwerk aan gewone staal- of houtrame en staal- of houtkraalrame.
- 1.1.23 *Mattêwerk*: Uittê- en afmerkwark; sny, lê en/of span en las van alle soorte matte.
- 1.1.24 *Veerkragtigevloerlêwerk*: Uittê- en afmerkwark; die lê en vassit van hout-, en mosaïek- en komposisie-rubbervloere en vloere van enige ander materiaal, die insit van alle soorte vloer- en muurbedekkings van teëls of stroke met inbegrip van veerkragtige bevoering, linoleum, Malthoid, asfaltteëls of materiaal met asfaltbasis, kurk-, rubber-, viniel- en plastiekkomposisies.
- 1.1.25 *Hulp by loodgieterswerk (loodgieter se assistent)*: Aanmeakaarsit en vassit van gietyster-, staal-, PVC-, koper- en plastiekpype en toebehore aan mure en vloere, vassit van sanitêre los en vaste toebehore, met inbegrip van geisers, aan mure.
- 1.1.26 *Hulp by rioolaanlegwerk (rioolleër se assistent)*: PVC-, pikvesel- en erde-, gietyster- en betonpype lê; rioolputte, vetsperders en soortgelyke toebehore aanbring.
- 1.1.27 *Oprigting van voorafgegiete mure en heinings*: Uittêwerk oprigting en loodregstel van voorafgegiete mure en heinings, met inbegrip van die installering van deure en hekke.
- 1.1.28 *Oprigting van klipgedenkstene*: Uittêwerk; hoogtes bepaal, fondamente lê, denkstene oprig en afbreek, voertuie dryf, hystoerusting bedien.

In die geval van 'n meningsverskil oor die vertolking van bogenoemde onderwerpe, moet die Raad 'n beslissing gee wat finaal en bindend is.

2. NIE-AANGEWESSE AMBAGTE (AMBAGSMANAMBAGTE)

2.1 'n Ambagsman of kwekeling-ambagsman kan een of meer van die volgende werksaamhede verrig in die ambagte wat gedeeltes is van 'n aangewese ambag soos hieronder aangedui:

- 2.1.1 *Messelaar*: Uittêwerk; pleister- en sierstene in fondamente en bobou inmessel, venster- en deurrame inbou, hoeke in die lood bring, profiele en setmate opstel, maar uitgesonderd die bou van boë, penante, kappe, drumpels, en dekoratiewe steenwerk.
- 2.1.2 *Boutimmerwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes, alle tipes bekisting maak en oprig, uittê werk en skoring maak en oprig.
- 2.1.3 *Afwerktimmerwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes, deure hang, slotte installeer, rakkaste, kabinette, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring vloerlyste en lyswerk vassit.
- 2.1.4 *Daktimmerwerk*: Uittêwerk; vertolking van tekeninge en afmerkwark, hoogtes bepaal, houtkapdrastukke en kappe, wolfoeke en kiele maak, vassit en oprig, voegskorte opmaak en aanbring, toesig hou oor die aanbring, sny en/of vassit van dakteëls, dakplate en nokdekking van beton, asbes, leiklip en metaal of soortgelyke materiaal.
- 2.1.5 *Plafon- en afskortingsoprigting*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes, alle tipes afskortings en plafonne oprig, met inbegrip van deure hang en slotte installeer.
- 2.1.6 *Verfwerk*: Vertolking van tekeninge en verskedules; alle lae verf, vernis, beits en lakvernis of dergelike materiaal op allerlei oppervlakke aanwend; kleure meng en pas.
- 2.1.7 *Beglasing (patent)*: Uittêwerk; vertolking van tekeninge en afmerkwark; gewone staal- en houtrame en staal- en houtkraalrame insit en beglaas, staal-, hout- en aluminiumkomponente met verskillende soorte glas insit en beglaas, met gebruikmaking van gewone en patentruitwerkmodes, verseëling met silikon, polisulfied en dergelike produkte.
- 2.1.8 *Waterdigting*: Vertolking van tekeninge; uittêwerk; toesig hou oor en uitvoering van alle waterdigting- en vogdigtingswerk met inbegrip van tenks.
- 2.1.9 *Houtmasjiënwerk*: Uittêwerk; vertolking van tekeninge; sirkelsaagponse, radiaalraamsae, kettingsae, uitsnysae, skaaf-, lys-, taggat-, tapsny- en skuurmasjiëne opstel en bedien; houtdraaimasjiëne bedien; profielbeitels ontwerp en skerpmaak; slypmasjiëne, profiel- en skerpmaaktoerusting opstel en bedien; patroonplate en setmate maak en gebruik.
- 2.1.10 *Rioolaanlegwerk*: Uittêwerk; vertolking van tekeninge en bepaling van hoogtes; afmerkwark; riole lê volgens 'n val; betonbedekking; toetsing; mangate bou; vloevulling en skoring; toesig hou oor ander kategorieë werknemers.
- 2.1.11 *Loodgieterswerk*: Uittêwerk; vertolking van tekeninge; afmerkwark; hoogtes bepaal; toesig hou oor ander kategorieë werknemers; plaatmetaalwerk; alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype; sanitêre los- en toebehore installeer, met inbegrip van geisers en kleppe.
- 2.1.12 *Pleisterwerk*: Uittêwerk; afmerkwark en vertolking van tekeninge; een- en tweelaagpleisterwerk aan alle oppervlakke; afvlakking van alle oppervlakke; met inbegrip van granolietafwerking.
- 2.1.13 *Klipkapwerk*: Uittêwerk; afmerkwark; vertolking van tekeninge; kap, vlakmaak en profilerings van klip; patroonplate maak; toesig hou oor die oprig van gedenkstene.
- 2.1.14 *Muurpapierplakwerk*: Afmerkwark; alle soorte muurpapier plak, met inbegrip van sny- of afwerking.
- 2.1.15 *Algemene ambagsman*: 'n Werknemer word toegelaat om die omskrewe take van twee of meer van die nie-aangewese ambagte te verrig.
- 2.1.16 *Aanbring van staalwapening*: Uittêwerk; vertolking van buigskedules en wapenuitlegplanne; toesig hou; aanbring van alle klasse staal- en gaasdraadwapening.
- 2.1.17 *Klipmesselwerk*: Afmerkwark; uittêwerk; vertolking van tekeninge; bepaling van hoogtes; oprigting, vasheg en demontering van natuurlike en fineerklip.
- 2.1.18 *Lettersnywerk/klipdekorasiëwerk*: Uittêwerk; afmerkwark; uitsny van alle tipes letters en versierings; toesig hou oor alle ander kategorieë van werknemers.

3. AANGEWESSE AMBAGTE (VAKMANSAMBAGTE)

3.1 'n Vakman of vakleerling kan een of meer van die volgende werksaamhede verrig in die vakmansambagte wat hieronder aangedui word:

- 3.1.1 *Messelwerk*: Uittêwerk; bepaling van hoogtes; vertolking van tekeninge; pleister- en sierstene in alle tipes verbande in fondamente in bobou inmessel; lateie bou; plaveiwerk in dagha; dekoratiewe steenwerk; alle tipes boë, penante, kappe en drumpels bou; venster- en deurrame opstel en inbou; hoeke in die lood bring; profiele of setmate opstel.

- 3.1.2 *Timmerwerk*: Uittêwerk; vertolking van tekeninge; bepaling van hoogtes; alle tipes bekisting maak en oprig; uittêwerk; skoring maak en oprig; uittêwerk en wapening aanbring; vertolking van kraalskedules en wapeninguittêplanne; vorms vir voorafgegiëte eenhede maak; deure hang; slotte installeer; kabinette, rakkaste, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring; vloerlyste en lyswerk aanbring; houtkapdrastukke en kappe, wolfoeke en kiele maak, vassit en oprig; voegskorte, opmaak en aanbring; aanbring, sny en/of vassit van dakteëls en nokdekking van beton, asbes, leiklip of dergelike materiaal; aanbring, sny en/of vassit van metaaldakteëls of -dakplate en -nokdekking; alle tipes afskortings en plafonne oprig.
- 3.1.3 *Skrynerwerk en houtmasjienerwerk*: Uittêwerk; vertolking van tekeninge; alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuis-kaste, afskortings en paneelwerk vervaardig, aanmekearsit, installeer, hang en vassit; alle houtwerkmasjiene bedien, slotte en ysterware installeer.
- 3.1.4 *Winkeltoerustingwerk*: Uittêwerk; vertolking van tekeninge; alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuis-kaste, afskortings en paneelwerk vervaardig, aanmekearsit, installeer, hang en vassit; alle houtwerkmasjiene bedien; slotte en ysterware installeer; gas- of boogswaerwerk; vou- en buigwerk; vensterrame, deurrame, deure, vensters, winkelfronte, afskortings en gordynmure uit aluminium of ander metale vervaardig en installeer.
- 3.1.5 *Pleister- en teëlwerk*: Uittêwerk, vertolking van tekeninge en bepaling van hoogtes, vloere, trappe en deurdrumpels afvlak, vloere, trappe en deurdrumpels granolities afwerk; vorms *in situ* maak; plaveiblokke, plaveistene en slasto lê; een- en tweelaagpleister aan alle oppervlakke aanbring; gepoleerde terazzo aan mure, vloere en trappe aanbring en afwerk; dekoratiewe pleisterwerk aanbring; alle soort muur- en vloerteëls of alle tipes oppervlakke aanbring; mosaïek op alle tipes oppervlakke vassit.
- 3.1.6 *Loodgieters- en rioolaanlegwerk*: Afmerk- en uittêwerk; bepaling van hoogtes; vertolking van tekeninge; toesig hou oor ander kategorieë werknemers; plaatmetaalwerk, alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype; sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe; riole lê volgens 'n val; betonbedekking; toetsing; mangate bou; vloevulling en skoring.
- 3.1.7 *Verfwerk en versiering*: Uittêwerk; vertolking van tekeninge en verskedules; toesig hou oor alle kategorieë werknemers; verf, vernis en beits op alle oppervlakke aanwend; verf met 'n sproeispuut aanwend; kleure meng en pas; dekoratiewe afwerking soos marmering en vlamskildering, sjablonering, lakpolering, stippeling, muurplakwerk en huishoudelike beglasing aanwend.

HOOFSTUK 3

MASSAVERVAARDIGING

1. ALGEMEEN

1.1 Hierdie Hoofstuk moet nagekom word deur alle werkgewers en werknemers wat betrokke by of werksaam is in die Massavervaaardigingsseksie van die Bounywerheid.

1.2 Die bepalinge van Hoofstukke 1, 2, 5, 6 en 7 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk. Waar die bepalinge van bogenoemde Hoofstukke strydig is met die bepalinge in hierdie Hoofstuk vervat, is die bepalinge van laasgenoemde Hoofstuk van toepassing en moet dit voorkeur geniet.

2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Hoofstuk gebruik word en nie hierin omskryf word nie maar wat omskryf is in Hoofstukke 1 en 2 van hierdie Ooreenkoms, het dieselfde betekenis as in daardie Hoofstukke; voorts beteken—

“ambagsman (skrynerwerker) (massavervaaardiging)” 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 6.1.2 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (a) Houtwerk afmerk en uittê;
- (b) vervaardig;
- (c) monteer;
- (d) skaaf; en
- (e) afwerk;

“ambagsman (houtmasjienerwerker) (massavervaaardiging)” 'n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 6.1.2 van Hoofstuk 1 voldoen het, en wat een of meer van die volgende werksaamhede kan verrig:

- (a) Toesig hou oor masjienerbedieners en vervaardigingswerkers;
- (b) snymesse meganies monteer, met inbegrip van die opstel, verwydering, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende masjiene:
 - (i) Regop- en vormspille;
 - (ii) snyerlysmasjiene;
 - (iii) skaafmasjiene;

- (iv) dikteskaafmasjiene;
- (v) tapsnymasjiene;
- (vi) viersydige masjiene; en
- (vii) tapgat- en meerkop-tapgatmasjiene;

(c) kragmasjiene versorg, bedien, aan- en afskakel;

“ingebou” 'n proses waarvolgens 'n artikel struktureel permanent met 'n gebou geïntegreer of op 'n ander wyse daarby ingelyf word, of bedoel word daarmee geïntegreer of op 'n ander wyse daarby ingelyf te wees, op so 'n wyse dat dit sy afsonderlike identiteit en karakter verloor en deel van die samestel van die gebou word;

“vakman (massavervaardiging)” 'n werknemer wat as sodanig geregistreer is en wat aan die vereistes van klousule 6.1.1 van Hoofstuk 1 voldoen het;

“vervaardigingswerker (massavervaardiging)” 'n werknemer wat onder toesig enigeen van die volgende werksaamhede verrig:

- (a) Een of meer van die volgende masjiene versorg, bedien, aan- en afskakel maar nie sodanige masjiene opstel of verstelwerk daaraan verrig nie, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:
 - (i) Dubbel- of driedrom- of breëbandskuurmasjiene;
 - (ii) paneel- of deurskuurmasjiene;
 - (iii) skuifbandskuurmasjiene;
 - (iv) dwarssae;
 - (v) tapgat- en meerkop-tapgatmasjiene;
- (b) materiaal in meganies gevoerde houtwerk-kragmasjiene voer en dit daarvan afhaal;
- (c) onder toesig enigeen of meer van die volgende:
 - (i) Gestootlaste materiaal aanmeekaarsit en vassit en vervaardigde komponente in setapparate of klampe monteer;
 - (ii) deur- en vensterrame vasklamp of vasklem;
 - (iii) outomatiese of handperse bedien;
 - (iv) venster- of deurkosyne in paneelopeninge in posisie plaas en vassit;
 - (v) plafon- en vloerpaneel volgens setmate aanmeekaarsit;
 - (vi) rugstukke aan toebehore vassit;
 - (vii) laaie en vlaklaaie (met inbegrip van bome) vasspyker;
 - (viii) timmerhout met verplaasbare skuurmasjiene skuur;
 - (ix) gate in timmerhout boor, met gebruikmaking van draagbare kraggereedskap;
 - (x) wie sny en afwerk;
 - (xi) 'n grondverlaag of 'n eerste verlaag op allerlei ongeverfde oppervlakke aanbring;

“Massavervaardigingseksie van die Bounywerheid” behoudens die bepalings van 'n Afbakeningsvasstelling kragtens die Wet, die Seksie van die Bounywerheid wat in klousule 3 van Hoofstuk 1 van die Ooreenkoms omskryf word, waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werkwinkels buite die terrein, en met gebruikmaking van herhalingsprosesse om artikels en/of onderdele vir artikels te vervaardig en/or die aanmeekaarsit van sodanige artikels wat hoofsaaklik vervaardig is uit hout of hoofsaaklik uit 'n kombinasie van hout en plastiek en/of enige metaal en/of ander materiaal, vir gebruik by die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue of bouwerke en, sonder om enigsins die betekenis van die uitdrukking te beperk, omvat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word;

“werkwinkel buite die terrein” 'n perseel wat nie op 'n plek geleë is waar bouwerksaamhede aan die gang is nie.

“skrynwerkermonteerder (gespesifiseerde ambag) (massavervaardiging)” 'n werknemer wat as sodanige geregistreer is, wat aan die vereistes van klousule 6.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (a) 'n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjiene of uitsnysaag volgens 'n setmaak bedien;
- (b) glassny, voorstopverfwerk en die verwydering en herbevestiging van kraallyste;
- (c) selfstand- en vasgepende deurkosyne, vensterkosyne, vensterrame en deure, tap, settap, setmonteer en vasspyker;
- (d) skarniere, stuiters en hegstukke vasheg met gebruikmaking van setmate, vensterrame, en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

“masjienbediener (gespesifiseerde ambag) (massavervaardiging)” ’n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 6.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (a) Toesig hou oor vervaardigingswerkers;
- (b) een of meer van ondergenoemde masjiene versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van voorafbepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:
 - (i) Besemstokmasjiene;
 - (ii) sirkelsae;
 - (iii) bandnasaagmasjiene;
 - (iv) kant- en kantafwerkmasjiene;
 - (v) alle blokkiesvloer- en mosaïekvloermasjiene;
 - (vi) regop- en vormspille;
 - (vii) snyerlysmasjiene;
 - (viii) skaafmasjiene;
 - (ix) dikteskaafmasjiene;
 - (x) tapsnymasjiene;
 - (xi) viersydige masjiene;
 - (xii) tapgat- en meerkop-tapgatmasjiene;

“hout” hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak.

3. WERKDAE EN WERKURE

3.1 Die gewone werkure is—

- 3.1.1. Vanaf die datum van inwerkingtreding van hierdie ooreenkoms tot 9 Oktober 1998: 44 ure in ’n bepaalde week, bereken teen hoogstens 8,8 ure per dag, Maandae tot Vrydae;
- 3.1.2 van 12 Oktober 1998 tot 8 Oktober 1999: 42 ure in ’n bepaalde week, bereken teen hoogstens 8,4 ure per dag, Maandae tot Vrydae; en
- 3.1.3 van 11 Oktober 1998 tot 13 Oktober 2000: 40 ure in ’n bepaalde week, bereken teen hoogstens 8 ure per dag, Maandae tot Vrydae.

HOOFSTUK 4

DIMENSIONELE KLIPNYWERHEID

1. ALGEMEEN

1.1 Die bepalings van hierdie hoofstuk moet nagekom word deur alle werkgewers wat lede is van die werkgewers-assosiasie en deur alle werknemers wat lede is van die vakverenigings wat partye by die Gauteng Boudnywerheidsraad is en wat betrokke is by die Dimensionele Klipnywerheid.

1.2 Die bepalings van Hoofstukke 1, 2, 5, 6 en 7 is *mutatis mutandis* op hierdie Hoofstuk van toepassing. Waar die bepalings van vermeldde hoofstukke onbestaanbaar is met die bepalings in hierdie Hoofstuk, is laasgenoemde bepalings van toepassing en geniet hulle voorkeur.

2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie hoofstuk gebesig word en nie hierin omskryf word nie, maar in Hoofstukke 1 en 2 van hierdie Ooreenkoms omskryf word, het dieselfde betekenis as in daardie hoofstukke; voorts beteken—

“Dimensionele Klipnywerheid” die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om monumentklipwerk op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat betrokke is by klipmesselwerk, soos die voorbereiding van klip of geboue, of ander klipwerk, en omvat dit ook die winning van klipblokke met voorafbepaalde fatsoene en groottes deur metodes soos boor, propping of saag vir bou-, klipmessel- en monumentdoeleindes.

“algemene werker” ’n werknemer wat enige taak of werksaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van “geskoolde werknemer” en “half-geskoolde werknemer” soos omskryf in Hoofstuk 1, en omvat dit die volgende werknemers:

- (a) Versendingswerker;
- (b) oprigtingsassistent;
- (c) werkwinkelwerker: onderhoud;
- (d) klipjoggie; en
- (e) lugboor-/handbooroperateur;

"graad 1-werknemer" enigee van die volgende kategorieë werknemers:

- (a) Elementêre tipe handkraanoperateur;
- (b) sandstraaloperateur;
- (c) werkwinkelassistent;
- (d) verpakkingswerker;
- (e) operateursassistent;

"graad 2-werknemer" enigee van die volgende kategorieë werknemers:

- (a) Handpoleerder;
- (b) draagbare poleermasjienoperateur;
- (c) sy/kantpoleermasjienoperateur;
- (d) poleermasjienoperateur (Spekard/Jenilin);
- (e) staanbooroperateur;

"graad 3-werknemer" enigee van die volgende kategorieë werknemers:

- (a) Een-, twee- of drielemsaagoperateur;
- (b) dubbellembriugsagoperateur;
- (c) kwaliteitskontroleur;
- (d) profielskuurder;

"graad 4-werknemer" enigee van die volgende kategorieë werknemers:

- (a) Outomatiese poleermasjienoperateur;
- (b) poleerblokmaker;
- (c) diamantbloksaagoperateur;
- (d) swaaisaagoperateur;
- (e) veellemsaagoperateur;
- (f) spanleier;
- (g) vurkhyserdrywer;
- (h) drywer van 'n motorvoertuig met kode 8-lisensie;
- (i) vlammasjienoperateur;
- (j) kraandrywer.

3. VOORGESKREWE LONE

3.1 **Algemeen:** Lone van werknemers moet aangepas word óf volgens die nuwe voorgeskrewe lone kragtens klousule 3.1.2 van hierdie Hoofstuk, óf met die bedrag van die algemene verhoging kragtens klousule 3.1.3 van hierdie Hoofstuk, watter ook al die grootste is, en voorts mag geen werkgewer lone betaal en geen werknemer lone aanvaar nie wat laer is as dié hieronder genoem, gelees met die res van die bepalings van hierdie klousule:

3.1.1 Die volgende formules is van toepassing om die loonskale van die verskillende graad te bereken:

Graad 1-werknemer: Algemene werkersloon plus 20% van die verskil tussen algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 2-werknemer: Algemene werkersloon plus 40% van die verskil tussen algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 3-werknemer: Algemene werkersloon plus 60% van die verskil tussen algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 4-werknemer: Algemene werkersloon plus 80% van die verskil tussen algemene werkersloon en die loon vir gespesifiseerde ambagte.

3.1.2 Geskoolde, halfgeskoolde en ongeskoolde werknemers:

BYLAE

Kategorie van werknemer	Loon per uur		
	Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Met ingang van 12 Oktober 1998	Met ingang van 11 Oktober 1999
	R	R	R
Vakman	22,30	24,31	26,50
Ambagsman	16,94	18,63	20,49
Werknemer (gespesifiseerde ambag)	10,09	11,10	12,21

Kategorie van werknemer	Loon per uur		
	Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Met ingang van 12 Oktober 1998	Met ingang van 11 Oktober 1999
		R	R
Graad 1-werknemer	7,35	8,13	9,00
Graad 2-werknemer	8,03	8,87	9,80
Graad 3-werknemer	8,72	9,62	10,61
Graad 4-werknemer	9,40	10,36	11,41
Algemene werker	6,66	7,39	8,20

- 3.1.3 Algemene verhoging: Die minimum verhoging vir werknemers wat meer as die voorgeskrewe lone verdien op die datum van elke loonverhoging soos per bylae 3.1.2 moet soos volg wees:

BYLAE

Kategorie van werknemer	Loon per uur		
	Vanaf die datum van inwerkingtreding van hierdie ooreenkoms	Met ingang van 12 Oktober 1998	Met ingang van 11 Oktober 1999
		R	R
Vakman	1,84	2,01	2,19
Ambagsman	1,54	1,69	1,86
Werknemer (gespesifiseerde ambag)	0,92	1,01	1,11
Graad 1-werknemer	0,72	0,78	0,87
Graad 2-werknemer	0,76	0,84	0,93
Graad 3-werknemer	0,82	0,90	0,99
Graad 4-werknemer	0,86	0,96	1,05
Algemene werker	0,66	0,73	0,81

HOOFSTUK 5

1. FONDSBYDRAES EN HEFFINGS

Ondanks enige bepalings vervat in hierdie Ooreenkoms wat die gewone werkure bepaal, moet die toelaes en bydraes in klousule 2 bedoel, bereken word teen 40 uur per week.

2. BYDRAES EN HEFFINGS

2.1 Waar 'n werknemer drie volle werkdade of meer in 'n week vir 'n werkgever gewerk het, moet die werkgever benewens ander besoldiging waarop die werknemer ingevolge hierdie Ooreenkoms geregtig is, die bydraes ten opsigte van die loonband waarin sodanige werknemer se werklike loon val, soos, in die Bylae hieronder uiteengesit, aan die Raad betaal ten behoeve van die werknemer:

- KOLOM: A = Vakansiefondsbydraes en bonus.
 B = Pensioen-/Voorsorgfondsbydraes.
 C = Mediesefondsbydraes.
 D = Bystandfondsbydraes.
 E = Raadsheffings.
 F = Geskilbeslegtingsheffing.
 G = GMBA-ledeloonwaarborg.
 H = Totale waarde van bydraes.

BYLAE

WEEKLIKSE BYDRAES DEUR WERKGEWER

Vanaf die datum van inwerkingtreding van hierdie ooreenkoms:

	A	B	C	D	E	F	G	H
Loonbande min. tot maks. tarief per uur	Vakansiefonds en bonus	Pensioen-/Voorsorgfonds	Mediesefonds	Bystandsfonds	Raadsheffings	Geskilbeslegtingsheffing	GMBA-ledeloonwaarborg	Totale waarde
Geskoolde en halfgeskoolde werknemers:								
24,00 en meer ...	83,20	75,20	70,00	1,20	0,75	0,75	0,09	231,19
22,00 tot 23,99 ..	76,80	69,20	64,40	1,20	0,75	0,75	0,09	213,19

Loonbande min. tot maks. tarief per uur	A Vakansiefonds en bonus	B Pensioen-/Voorsorgfonds	C Mediese fonds	D Bystandsfonds	E Raadsheffings	F Geskilbeslegtingsheffing	G GMBA-ledeloonwaarborg	H Totale waarde
20,00 tot 21,99 ..	70,00	63,20	58,80	1,20	0,75	0,75	0,09	194,79
18,00 tot 19,99 ..	63,20	57,20	53,20	1,20	0,75	0,75	0,09	176,39
16,00 tot 17,99 ..	56,80	51,20	47,60	1,20	0,75	0,75	0,09	158,39
14,00 tot 15,99 ..	50,00	45,20	42,00	1,20	0,75	0,75	0,09	139,99
12,00 tot 13,99 ..	43,20	39,20	36,40	1,20	0,75	0,75	0,09	121,59
10,00 tot 11,99...	36,80	33,20	30,80	1,20	0,75	0,75	0,09	103,59
9,00 tot 9,99	31,60	28,40	26,80	1,20	0,75	0,75	0,09	89,59
8,00 tot 8,99	28,40	25,60	24,00	1,20	0,75	0,75	0,09	80,79
7,00 tot 7,99	25,20	22,40	21,20	1,20	0,75	0,40	0,09	71,24
6,00 tot 6,99	21,60	19,60	18,40	1,20	0,75	0,40	0,09	62,04
Algemene werker (met mediese fonds):								
7,00 en meer	25,20	22,40	21,20	0,40	0,15	0,40	0,09	69,84
6,00 tot 6,99	21,60	19,60	18,40	0,40	0,15	0,40	0,09	60,64
5,00 tot 5,99	18,40	16,40	15,60	0,40	0,15	0,40	0,09	51,44
Algemene werker (sonder mediese fonds):								
7,00 en meer	25,20	22,40	—	0,40	0,15	0,40	0,09	48,64
6,00 tot 6,99	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
5,00 tot 5,99	18,40	16,40	—	0,40	0,15	0,40	0,09	35,84
Nuwe algemene werker:								
5,10 en meer	—	—	—	—	0,15	0,40	0,09	0,64

BYLAE

WEEKLIKSE BYDRAES DEUR DIE WERKGEWER met ingang van 12 Oktober 1998

Loonbande min. tot maks. tarief per uur	A Vakansiefonds en bonus	B Pensioen-/Voorsorgfonds	C Mediese fonds	D Bystandsfonds	E Raadsheffings	F Geskilbeslegtingsheffing	G GMBA-ledeloonwaarborg	H Totale waarde
Geskoolde en halfgeskoolde werknemers:								
26,00 en meer...	90,00	81,20	75,60	1,20	0,75	0,75	0,09	249,59
24,00 tot 25,99 ..	83,20	75,20	70,00	1,20	0,75	0,75	0,09	231,19
22,00 tot 23,99 ..	76,80	69,20	64,40	1,20	0,75	0,75	0,09	213,19
20,00 tot 21,99 ..	70,00	63,20	58,80	1,20	0,75	0,75	0,09	194,79
18,00 tot 19,99 ..	63,20	57,20	53,20	1,20	0,75	0,75	0,09	176,39
16,00 tot 17,99 ..	56,80	51,20	47,60	1,20	0,75	0,75	0,09	158,39
14,00 tot 15,99 ..	50,00	45,20	42,00	1,20	0,75	0,75	0,09	139,99
12,00 tot 13,99 ..	43,20	39,20	36,40	1,20	0,75	0,75	0,09	121,59
10,00 tot 11,99...	36,80	33,20	30,80	1,20	0,75	0,75	0,09	103,59
9,00 tot 9,99	31,60	28,40	26,80	1,20	0,75	0,75	0,09	89,59
8,00 tot 8,99	28,40	25,60	24,00	1,20	0,75	0,75	0,09	80,79
7,00 tot 7,99	25,20	22,40	21,20	1,20	0,75	0,40	0,09	71,24
Algemene werker (met mediese fonds):								
7,00 en meer...	25,20	22,40	21,20	0,40	0,15	0,40	0,09	69,84
6,00 tot 6,99	21,60	19,60	18,40	0,40	0,15	0,40	0,09	60,64
5,00 tot 5,99	18,40	16,40	15,60	0,40	0,15	0,40	0,09	51,44

Loonbande min. tot maks. tarief per uur	A Vakansiefonds en bonus	B Pensioen-/Voorsorgfonds	C Mediese fonds	D Bystandsfonds	E Raadsheffings	F Geskilbeslegtingsheffing	G GMBA-lede-loonwaarborg	H Totale waarde
Algemene werker (sonder mediese fonds):								
7,00 en meer...	25,20	22,40	—	0,40	0,15	0,40	0,09	48,64
6,00 tot 6,99	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
5,99 tot 5,99	18,40	16,40	—	0,40	0,15	0,40	0,09	35,84
Nuwe algemene werker:								
5,66 en meer—	—	—	—	0,15	0,40	0,09	0,64	

BYLAE

WEEKLIKSE BYDRAES DEUR WERKGEWER met ingang van 11 Oktober 1999

Loonbande min. tot maks. tarief per uur	A Vakansiefonds en bonus	B Pensioen-/Voorsorgfonds	C Mediese fonds	D Bystandsfonds	E Raadsheffings	F Geskilbeslegtingsheffing	G GMBA-lede-loonwaarborg	H Totale waarde
Geskoolde en halfge-skoolde werknemers:								
28,00 en meer ...	96,40	87,20	81,20	1,20	0,75	0,75	0,09	267,59
26,00 tot 27,99 ..	90,00	81,20	75,60	1,20	0,75	0,75	0,09	249,59
24,00 tot 25,99 ..	83,20	75,20	70,00	1,20	0,75	0,75	0,09	231,19
22,00 tot 23,99 ..	76,80	69,20	64,40	1,20	0,75	0,75	0,09	213,19
20,00 tot 21,99 ..	70,00	63,20	58,80	1,20	0,75	0,75	0,09	194,79
18,00 tot 19,99 ..	63,20	57,20	53,20	1,20	0,75	0,75	0,09	176,39
16,00 tot 17,99 ..	56,80	51,20	47,60	1,20	0,75	0,75	0,09	158,39
14,00 tot 15,99 ..	50,00	45,20	42,00	1,20	0,75	0,75	0,09	139,99
12,00 tot 13,99 ..	43,20	39,20	36,40	1,20	0,75	0,75	0,09	121,59
10,00 tot 11,99...	36,80	33,20	30,80	1,20	0,75	0,75	0,09	103,59
9,00 tot 9,99	31,60	28,40	26,80	1,20	0,75	0,75	0,09	89,59
8,00 tot 8,99	28,40	25,60	24,00	1,20	0,75	0,75	0,09	80,79
Algemene werker (met mediese fonds):								
8,00 en meer	28,40	25,60	24,00	0,40	0,15	0,40	0,09	79,04
7,00 tot 7,99	25,20	22,40	21,20	0,40	0,15	0,40	0,09	69,84
6,00 tot 6,99	21,60	19,60	18,40	0,40	0,15	0,40	0,09	60,64
Algemene werker (sonder mediese fonds):								
8,00 en meer	28,40	25,60	—	0,40	0,15	0,40	0,09	55,04
7,00 tot 7,99	25,20	22,40	—	0,40	0,15	0,40	0,09	48,64
6,00 tot 6,99	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
Nuwe algemene werker:								
6,28 en meer	—	—	—	—	0,15	0,40	0,09	0,64

2.2 Elke werkgewer moet weekliks die bedrae soos in die Bylae hieronder uiteengesit, aftrek van die besoldiging van 'n werknemer wie se werklike loonskaal in enige van ondergenoemde loonbande val en wat drie volle werkdade of meer in een week gewerk het, en dié bedrae is die werknemer se bydrae tot die Pensioenfonds, Mediese Fonds, Gereedskapsversekeringsfonds, Raadsheffing, Geskilsbeslegtingsheffing en Werknemerpartyeheffing.

KOLOM: A = Pensioenfondsbydraes.

B = Mediesefondsbydraes.

C = Gereedskapversekeringsbydraes.

D = Raadsheffings.

E = Geskilbeslegtingsheffing.

F = Werknemerpartyeheffing.

G = Totale waarde van bydraes.

BYLAE

WEEKLIKSE BYDRAES DEUR WERKNEMER

Vanaf die datum van inwerkingtreding van hierdie ooreenkoms:

Loonbande min. tot maks. tarief per uur	A Pensioen/ Voorsorg fonds	B Mediese fonds	C Gereed- skapsver- sekerings fonds	D Raads- heffings	E Geskil- beslegtings- heffing	F Werk- nemer heffing	G Totale waarde
Geskoolde en halfgeskoolde werknemers							
24,00 en meer	75,20	70,00	0,46	0,75	0,75	3,70	150,86
22,00 tot 23,99	69,20	64,40	0,46	0,75	0,75	3,70	139,26
20,00 tot 21,99	63,20	58,80	0,46	0,75	0,75	3,70	127,66
18,00 tot 19,99	57,20	53,20	0,46	0,75	0,75	3,70	116,06
16,00 tot 17,99	51,20	47,60	0,46	0,75	0,75	3,70	104,46
14,00 tot 15,99	45,20	42,00	0,46	0,75	0,75	3,70	92,86
12,00 tot 13,99	39,20	36,40	0,46	0,75	0,75	3,70	81,26
10,00 tot 11,99	33,20	30,80	0,46	0,75	0,75	3,70	69,66
9,00 tot 9,99	28,40	26,80	0,46	0,75	0,75	3,70	60,86
8,00 tot 8,99	25,60	24,00	0,46	0,75	0,75	3,70	55,26
7,00 tot 7,99	22,40	21,20	0,46	0,75	0,40	3,70	48,91
6,00 tot 6,99	19,60	18,40	0,46	0,75	0,40	3,70	43,31
Algemene werker (met mediese fonds):							
7,00 en meer	22,40	21,20	—	0,15	0,40	2,50	46,65
6,00 tot 6,99	19,60	18,40	—	0,15	0,40	2,50	41,05
5,00 tot 5,99	16,40	15,60	—	0,15	0,40	2,50	35,05
Algemene werker (sonder mediese fonds):							
7,00 en meer	22,40	—	—	0,15	0,40	2,50	25,45
6,00 tot 6,99	19,60	—	—	0,15	0,40	2,50	22,65
5,00 tot 5,99	16,40	—	—	0,15	0,40	2,50	19,45
Nuwe algemene werker:							
5,10 en meer	—	—	—	0,15	0,40	2,50	3,05

BYLAE

WEEKLIKSE BYDRAES DEUR WERKNEMER

Met ingang van 12 Oktober 1998:

Loonbande min. tot maks. tarief per uur	A Pensioen/ Voorsorg- fonds	B Mediese fonds	C Gereed- skapsver- sekerings- fonds	D Raads- heffings	E Geskil- beslegtings- heffing	F Werk- nemer heffing	G Totale waarde
Geskoolde en halfgeskoolde werknemers							
26,00 en meer	81,20	75,60	0,46	0,75	0,75	3,70	162,46
24,00 tot 25,99	75,20	70,00	0,46	0,75	0,75	3,70	150,86
22,00 tot 23,99	69,20	64,40	0,46	0,75	0,75	3,70	139,26
20,00 tot 21,99	63,20	58,80	0,46	0,75	0,75	3,70	127,66
18,00 tot 19,99	57,20	53,20	0,46	0,75	0,75	3,70	116,06
16,00 tot 17,99	51,20	47,60	0,46	0,75	0,75	3,70	104,46
14,00 tot 15,99	45,20	42,00	0,46	0,75	0,75	3,70	92,86

Met ingang van 12 Oktober 1998:

Loonbande min. tot maks. tarief per uur	A Pensioen/ Voorsorg- fonds	B Mediese fonds	C Gereed- skapsver- sekerings- fonds	D Raads- heffings	E Geskil- beslegtings- heffing	F Werk- nemer heffing	G Totale waarde
12,00 tot 13,99	39,20	36,40	0,46	0,75	0,75	3,70	81,26
10,00 tot 11,99	33,20	30,80	0,46	0,75	0,75	3,70	69,66
9,00 tot 9,99	28,40	26,80	0,46	0,75	0,75	3,70	60,66
8,00 tot 8,99	25,60	24,00	0,46	0,75	0,75	3,70	55,26
7,00 tot 7,99	22,40	21,20	0,46	0,75	0,40	3,70	48,91
Algemene werker (met mediese fonds):							
7,00 en meer	22,40	21,20	—	0,15	0,40	2,50	46,65
6,00 tot 6,99	19,60	18,40	—	0,15	0,40	2,50	41,05
5,00 tot 5,99	16,40	15,60	—	0,15	0,40	2,50	35,05
Algemene werker (sonder mediese fonds):							
7,00 en meer	22,40	—	—	0,15	0,40	2,50	25,45
6,00 tot 6,99	19,60	—	—	0,15	0,40	2,50	22,65
5,00 tot 5,99	16,40	—	—	0,15	0,40	2,50	19,45
Nuwe algemene werker:							
5,66 en meer	—	—	—	0,15	0,40	2,50	3,05

BYLAE

WEEKLIKSE BYDRAES DEUR WERKNEMER met ingang van 11 Oktober 1999

Loonbande min. tot maks. tarief per uur	A Pensioen/ Voorsorg- fonds	B Mediese fonds	C Gereed- skapver- sekerings fonds	D Raads- heffings	E Geskil- besleg- tings heffing	F Werk- nemer- heffing	G Totale waarde
Geskoolde en halfgeskoolde werknemers:							
28,00 en meer	87,20	81,20	0,46	0,75	0,75	3,70	174,06
26,00 tot 27,99	81,20	75,60	0,46	0,75	0,75	3,70	162,46
24,00 tot 25,99	75,20	70,00	0,46	0,75	0,75	3,70	150,86
22,00 tot 23,99	69,20	64,40	0,46	0,75	0,75	3,70	139,26
20,00 tot 21,99	63,20	58,80	0,46	0,75	0,75	3,70	127,66
18,00 tot 19,99	57,20	53,20	0,46	0,75	0,75	3,70	116,06
16,00 tot 17,99	51,20	47,60	0,46	0,75	0,75	3,70	104,46
14,00 tot 15,99	45,20	42,00	0,46	0,75	0,75	3,70	92,86
12,00 tot 13,99	39,20	36,40	0,46	0,75	0,75	3,70	81,26
10,00 tot 11,99	33,20	30,80	0,46	0,75	0,75	3,70	69,66
9,00 tot 9,99	28,40	26,80	0,46	0,75	0,75	3,70	60,86
8,00 tot 8,99	25,60	24,00	0,46	0,75	0,75	3,70	55,26
Algemene werker (met mediese fonds):							
8,00 en above	25,60	24,00	—	0,15	0,40	2,50	52,65
7,00 tot 7,99	22,40	21,20	—	0,15	0,40	2,50	46,65
6,00 tot 6,99	19,60	18,40	—	0,15	0,40	2,50	41,05
Algemene werker (sonder mediese fonds):							
8,00 en above	25,60	—	—	0,15	0,40	2,50	28,65
7,00 tot 7,99	22,40	—	—	0,15	0,40	2,50	25,45
6,00 tot 6,99	19,60	—	—	0,15	0,40	2,50	22,65
Nuwe algemene werker:							
6,28 en above	—	—	—	0,15	0,40	2,50	3,05

2.3 Bo en behalwe die aftrekkings in klousule 2.2 hiervan bedoel, moet die werkgewer, waar 'n werknemer drie volle werkdade of meer, maar minder as vyf volle werkdade in een week gewerk het, die bydraes soos aangetoon in die Bylae hieronder, aftrek ten opsigte van elke uur wat sodanige werknemer minder as 40 uur per week gewerk het:

BYLAE

Vanaf die datum van inwerkingtreding van hierdie ooreenkoms:

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
Geskoolde en halfgeskoolde werknemers:	
24,00 en meer	5,74
22, tot 23,99.....	5,29
20,22 tot 21,99.....	4,83
18,00 tot 19,99.....	4,37
16,00 tot 17,99.....	3,92
14,00 tot 15,99.....	3,46
12,00 tot 13,99.....	3,00
10,00 tot 11,99.....	2,55
9,00 tot 9,99.....	2,20
8,00 tot 8,99.....	1,98
7,00 tot 7,99.....	1,75
6,00 tot 6,99.....	1,52
Algemene werker (met mediese fonds):	
7,00 en above	1,73
6,00 tot 6,99.....	1,50
5,00 tot 5,99.....	1,27
Algemene werker (sonder mediese fonds):	
7,00 en meer	1,20
6,00 tot 6,99.....	1,04
5,00 tot 5,99.....	0,88

BYLAE

Met ingang van 12 Oktober 1998:

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
Geskoolde en halfgeskoolde werknemers:	
26,00 en meer	6,20
24,00 tot 25,99.....	5,74
22,00 tot 23,99.....	5,29
20,00 tot 21,99.....	4,83
18,00 tot 19,99.....	4,37
16,00 tot 17,99.....	3,92
14,00 tot 15,99.....	3,46
12,00 tot 13,99.....	3,00
10,00 tot 11,99.....	2,55
9,00 tot 9,99.....	2,20
8,00 tot 8,99.....	1,98
7,00 tot 7,99.....	1,75
Algemene werker (met mediese fonds):	
7,00 en meer	1,73
6,00 tot 6,99.....	1,50
5,00 tot 5,99.....	1,27
Algemene werker (sonder mediese fonds):	
7,00 en meer	1,20
6,00 tot 6,99.....	1,04
5,00 tot 5,99.....	0,88

BYLAE

Met ingang van 11 Oktober 1999:

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
Geskoolde en halfgeskoolde werknemers:	
28,00 en meer	6,65
26,00 tot 27,99	6,20
24,00 tot 25,99	5,74

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
22,00 tot 23,99	5,29
20,00 tot 21,99	4,83
18,00 tot 19,99	4,37
16,00 tot 17,99	3,92
14,00 tot 15,99	3,46
12,00 tot 13,99	3,00
10,00 tot 11,99	2,55
9,00 tot 9,99	2,20
8,00 tot 8,99	1,98
Algemene werker (met mediese fonds):	
8,00 en meer	1,96
7,00 tot 7,99	1,73
6,00 tot 6,99	1,50
Algemene werker (sonder mediese fonds):	
8,00 en meer	1,36
7,00 tot 7,99	1,20
6,00 tot 6,99	1,04

2.4 Die aftrekkings in klousule 2.3 hiervan bedoel, moet net gemaak word as 'n werknemer sonder toestemming van diens afwesig was of korttyd gewerk het ingevolge klousule 8.3 van Hoofstuk 1.

2.5 Die bydraes en heffings in klousule 2.1 hiervan bedoel en die aftrekkings wat ingevolge klousule 2.2 hiervan gemaak word, moet deur die werkgever op 'n weeklikse grondslag aan die Raad betaal word, tensy vrystelling van die Raad verkry is om die bedoelde bedrae met 'n langer tussenpose as een maal per week oor te betaal.

2.6 Enige werkgever wat versuim om die bepalings van klousules 2.2 en 2.3 hiervan na te kom, is in weerwil daarvan verplig om die bedrae wat afgetrek moes word, aan die Raad te betaal.

3. SPESIALE BEPALINGS

3.1 Geen werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat drie volle werkdae of langer per week gewerk het, mag instem of versoek of 'n ooreenkoms met sy werkgever aangaan met die strekking dat die bydraes en/of aftrekkings in klousule 2 bedoel of regstreeks aan hom betaal word of nie aan die Raad betaal word nie.

3.2 'n Werkgever en sy algemene voormanne en voormanne kan skriftelik daartoe ooreenkom om nie aan die bepalings van klousule 2 van hierdie Hoofstuk te voldoen nie. Die werkgever moet die Raad binne sewe dae van sodanige ooreenkoms verwittig.

3.3 'n Werkgever wat in gebreke bly of nalaat om bydraes soos voorgeskryf ten opsigte van elke werknemer tydig by die Raad in te betaal, moet rente voorgeskryf volgens die Wet op die Voorgeskrewe Rentekoers, 1975, op die waarde van sodanige bydraes betaal, bereken vanaf die datum waarop die bydraes by die Raad inbetaal behoort te gewees het, tot en met die datum waarop dit werklik betaal is.

3.4 Ondanks die feit dat 'n bepaalde bydrae vir 'n werknemer betaal is, is sodanige werknemer slegs geregtig op die voordele soos voorgeskryf deur die reëls van die verskeie fondse ter waarde van die bydrae wat werklik namens hom by die Raad inbetaal is.

4. VAKANSIEFONDSREGISTRASIE

4.1 Elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy in die Nywerheid begin werk het, by die Raad aansoek doen om Vakansiefondsregistrasie.

4.2 Die Sekretaris moet 'n alfabetiese en numeriese register hou van alle aansoeke om Vakansiefondsregistrasies en 'n spesifieke nommer aan elke aansoeker toeken. Genoemde register moet die volgende inligting verstrek ten opsigte van elke werknemer vir wie hierdie Ooreenkoms bindend is:

- (a) Volle naam;
- (b) geboortedatum;
- (c) identiteitsnommer;
- (d) bedryf of beroep;
- (e) geslag; en
- (f) Vakansiefondsnommer deur die Fonds toegeken.

4.3 Die sluitingsdatum ten opsigte van bydraes vir enige besondere jaar is die tweede Vrydag van Oktober.

4.4 Elke werkgever vir wie hierdie Ooreenkoms bindend is, moet, wanneer betalings ten opsigte van toelaes en/of bydraes aan die Raad gemaak word, die werknemers se Vakansiefondsnommer en identiteitsnommer aanteken.

HOOFSTUK 6

FONDSE

1. STIGTING EN VOORTSETTING VAN DIE FONDSE

Die volgende Fondse word hierby voortgesit:

- (a) Die Vakansiefonds van die Bounywerheid (Transvaal), wat oorspronklik ingestel is by Goewermmentskennisgewing Nos. 2688 van 21 November 1952 en R. 956 van 13 Junie 1969, soos gewysig en verleng;
- (b) die Bystandsfonds van die Bounywerheid (Transvaal), ingestel by Goewermmentskennisgewings Nos. 2828 van 5 Desember 1952 en R. 3971 van 19 Desember 1969, soos gewysig en verleng;
- (c) die Mediese Hulpfonds vir die Bounywerheid (Transvaal), ingestel by Goewermmentskennisgewing No. 1164 van 20 Julie 1962, en soos gewysig en verleng;
- (d) die Gereedskapversekeringsfonds van die Bounywerheid (Transvaal), ingestel by Goewermmentskennisgewing No. R. 202 van 6 Februarie 1959, soos gewysig en verleng.

2. ADMINISTRASIE VAN DIE FONDSE

2.1 Die onderskeie Fondse word geadministreer deur 'n Bestuurskomitee deur die Raad aangestel en bestaan uit gelyke verteenwoordiging van die vakverenigings en werkgewersorganisasie wat partye by die Raad is. Die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul ampstermyn en die belê en hou van vergaderings van die Raad en die reg van plaasvervangers vir die verteenwoordigers is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

2.2 Die Fondse moet geadministreer word ooreenkomstig reëls wat vir die doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met hierdie Ooreenkoms, die Wet, of 'n ander wet wees nie, en moet onder andere die volgende voorskryf:

- 2.2.1 Die Fondse se bystand en die kwalifikasies daaraan verbonde;
- 2.2.2 Die prosedure vir die indiening en betaling van eise;
- 2.2.3 ander sake waarvoor die Raad besluit.

2.3 Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek, en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Arbeid ingedien word.

2.4 Die Raad moet 'n sekretaris wat as die Sekretaris van die Fondse bekend staan, en die ander personeel wat nodig is vir die behoorlike administrasie van die Fondse aanstel.

2.5 Die Komitee kan enige of alle bystand weier aan en/of weerhou van 'n lid en/of sy afhanklikes wat, na die Komitee se mening, op 'n wyse opgetree het wat bereken was om die belange van die Fondse of hul lede te benadeel of wat dit na alle waarskynlikheid benadeel het: Met dien verstande dat aan sodanige lid die geleentheid gebied moet word om die Raad, wie se beslissing finaal is, appél aan te teken teen die beslissing van die Komitee.

2.6 Geskille betreffende die uitleg, betekenis of bedoeling van enigeen van die bepalinge van hierdie Ooreenkoms of rakende die administrasie van die Fondse wat die Komitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

2.7 Die lede van die Bestuurskomitee, die Sekretaris beampstes en werknemers van die Fondse is nie aanspreeklik vir die skulde van die Fondse nie en hulle word hierby deur die Fondse gevrywaar teen alle eise wat teen hulle ingestel mag word by of in verband met die bone fide-uitvoering van hul pligte.

2.8 Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse, kom ten laste van die Fondse.

3. WERKING VAN DIE FONDSE

3.1 Die Fondse bestaan uit—

- 3.1.1 alle bydraes wat ooreenkomstig klousule 2 van Hoofstuk 4 in die Fondse gestort word;
- 3.1.2 alle rente wat verkry word uit die belegging van geld van die Fondse; en
- 3.1.3 alle ander gelde waarop die Fondse geregtig word.

3.2 Alle gelde wat aan die Fondse toeval, moet binne drie dae nadat dit ontvang is, op 'n afsonderlike rekening vir elke Fonds by 'n geregistreerde bank- of bougenootskap in die krediet van die Fondse gedeponeer word.

3.3 Die gelde van die Fondse moet aangewend word om bystand en uitgawes ingevolge die reëls van die onderskeie Fondse te betaal.

3.4 Die Raad kan van die Vakansiefondsbedrag betaalbaar aan 'n werknemer alle bedrae aftrek wat deur sodanige werknemer verskuldig is aan enige van die Fondse van die Raad.

3.5 Ingeval 'n werknemer te sterwe kom, moet die bedrag wat uit die Fondse verskuldig is, per tjek, wat ten gunste van sodanige boedel uitgemaak is, aan sy boedel betaal word nadat 'n gesertifiseerde kopie van die doodsertifikaat aan die Sekretaris van die Fondse voorgelê is.

3.6 Alle uitbetalings uit die Fondse geskied per tjek wat geteken is deur die Voorsitter, die Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad as waarop die Raad van tyd tot tyd besluit, en medeonderteken is deur die Sekretaris of sodanige ander plaasvervangers vir die Sekretaris as waarop die Raad van tyd tot tyd besluit.

3.7 Gelde wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as soos voorgeskryf ingevolge artikel 53 (5) van die Wet op Arbeidsverhoudinge, 1995.

4. OUDITERING VAN DIE FONDSE

4.1 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet minstens een keer per jaar die rekenings van die Fondse ouditeer en voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon:

4.1.1 Alle gelde wat ingevolge hierdie Ooreenkoms ontvang word;

4.1.2 uitgawes wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fondse op daardie datum toon.

4.2 Die geouditeerde staat en die balansstaat van die Fondse moet daarna by die kantoor van die Raad vir inspeksie lê en kopieë daarvan, behoorlik deur die ouditeur onderteken en deur die Voorsitter van die Raad mede-onderteken, tesame met 'n verslag wat die ouditeur daarvoor uitgebring het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Direkteur-generaal van Arbeid ingedien word.

5. LIKWIDASIE VAN DIE FONDSE

5.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval, moet die Raad wat dan bestaan of die trustee of trustes wat ingevolge klousule 6 van hierdie Hoofstuk deur die Registrateur van Arbeidsverhoudinge aangestel is, voortgaan om vir 'n tydperk van twee jaar die Fondse te administreer ten einde geld wat aan die werknemers verskuldig is, uit te betaal, en behoudens die goedkeuring van die Registrateur van Arbeidsverhoudinge, moet geld wat na genoemde tydperk van twee jaar in die krediet van die Fondse staan aan die algemene fondse van die Raad toeval.

5.2 Behoudens die bepalinge van artikel 59 van die Wet as die sake van die Raad na afloop van genoemde tydperk van twee jaar reeds gelikwideer en die bates verdeel is, moet die saldo van die Fondse soos volg verdeel word:

5.2.1 Vyftig persent aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede in elke sodanige organisasie ingevolge die Wet op die datum van sodanige likwidasië;

5.2.2 vyftig persent aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging soos op die datum van likwidasië verdeel word; die uitdrukking "lidmaatskap" is beperk tot die lede wat deur hierdie Ooreenkoms gedek word.

6. VERSTRYKING VAN DIE OOREENKOMS

6.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en ingeval daar nie binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende ooreenkoms onderhandel word met die oog op die voortgesette werking van die Fondse nie, moet die Raad die Fondse ingevolge klousule 5 van hierdie Hoofstuk likwideer.

6.2 Ingeval die Raad nie die Fondse ingevolge hierdie klousule kan administreer en/of likwideer nie en/of nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur van Arbeidsverhoudinge ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die Raad nakom en wat vir sodanige doel die bevoegdheid van die Raad het.

6.3 Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge die Wet, moet die Fondse geadministreer word deur die Raad wat dan bestaan. Vakatures wat in die Raad ontstaan, kan deur die Registrateur van Arbeidsverhoudinge uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Raad is.

6.4 Ingeval die Raad wat dan bestaan, nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur van Arbeidsverhoudinge ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad na te kom en sodanige trustee of trustees het vir die doel al die bevoegdhede van die Raad.

6.5 Wanneer hierdie Ooreenkoms verstryk, moet die Fondse, behoudens klousules 6.1 en 6.2 hiervan, ingevolge klousule 5 van hierdie Hoofstuk deur die Raad wat dan bestaan of deur die trustees wat deur die Registrateur van Arbeidsverhoudinge aangestel is, gelikwideer word.

7. SPESIALE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKEIE FONDSE

7.1 Vakansiefonds van die Bounywerheid (Transvaal):

7.1.1 Alle rente op gelde ontvang ten behoeve van die Vakansiefonds moet aangewend word om die administrasiekoste te dek.

7.1.2 Geen bedrag ten opsigte van die Vakansiefonds mag sonder magtiging van die Raad voor die jaarlikse vakansietydperk aan 'n werknemer betaal word nie.

- 7.1.3 Aan elke werknemer vir wie Vakansiefondsbydraes by die Raad inbetaal is, moet ooreenkomstig die bedrag van die bydraes wat inbetaal is, sy vakansiegeld betaal word voor of op die aanvangsdatum van die jaarlikse vakansietydperk elke jaar.
- 7.1.4 As 'n werknemer in gebreke sou bly of nalaat om binne 'n tydperk van 12 maande vanaf die datum waarop die vakansietydperk ten einde loop, die waarde van die bydrae wat ten opsigte van vakansiegeld by die Raad inbetaal is, op te eis, word die waarde daarvan verbeur en kom dit die algemene fonds van die Raad toe. Die Raad moet egter alle laat eise vir betaling ten opsigte van vakansiegeld oorweeg.
- 7.1.5 Ondanks hierdie klousule kan die Raad van die bedrag wat uit die Vakansiefonds aan 'n werknemer betaalbaar is, sy vakverenigingledegeld aftrek: Met dien verstande dat—

7.1.5.1 die betrokke werknemer die Sekretaris skriftelik daartoe magtig;

7.1.5.2 die Sekretaris bogemelde bedrae aan vakverenigingledegeld hoogstens een maand na invordering daarvan betaal aan die vakvereniging wat deur die werknemers benoem is.

7.2 Bystandsfonds van die Bounywerheid (Transvaal):

7.2.1 *Doelstellings:* Die doelstellings van die Fonds is om aan lede bystand te verleen ingeval van die volgende gebeurlikhede—

7.2.1.1 slegte weersomstandighede;

7.2.1.2 verlies van loon weens siekte of ongeluk in sekere omstandighede.

7.2.2 *Lidmaatskap van die Fonds:* Alle werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die Fonds.

7.2.3 *Reserwes:* Indien die bedrag wat uit die krediet van die Fonds staan, te eniger tyd tot onder die R50 000-merk sou daal, moet uitbetalings van bystand opgeskort word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan, meer as R100 000 is.

7.3 Mediese Hulpfonds vir die Bounywerheid (Transvaal):

7.3.1 *Doelstellings van die Fonds:* Die doelstellings van die Fonds is—

7.3.1.1 om aan lede bystand te verleen met betrekking tot die koste van mediese dienste soos van tyd tot tyd in die reëls gemeld word, en wat voortvloei uit enige siekte en/of ongeluk;

7.3.1.2 om behoudens die reëls van die Fonds aan lede bystand te verleen met betrekking tot die koste van medisyne en/of mediese dienste wat voortvloei uit enige siekte en/of ongeluk deur hulself of hul afhanklikes opgedoen;

7.3.1.3 om die maatreëls te tref en die stappe te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van gesondheid, onder lede, afhanklikes en persone in diens of betrokke by die Bounywerheid;

7.3.1.4 om 'n kontrak met enige hospitaal, geregistreerde verpleeginrigting, geregistreerde herstellingsoord of ander dergelike inrigting aan te gaan vir die versorging van seek of herstellende lede en hul afhanklikes;

7.3.1.5 om 'n kontrak met enige ander persoon, liggaam, inrigting of owerheid aan te gaan ten opsigte van mediese dienste soos van tyd tot tyd in die reëls gemeld word;

7.3.1.6 om al die dinge te doen wat noodsaaklik is vir, bykomend is by of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van voornoemde doelstellings.

7.3.2 *Lidmaatskap van die Fonds:*

7.3.2.1 Alle geskoolde werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die fonds.

7.3.2.2 Persone, uitgesonderd die persone in (a) hiervan bedoel, wat regstreeks betrokke is of was by of in diens is of was in die Bounywerheid, kan na goeddunke van die Raad as lede van die Fonds toegelaat word en hierdie Ooreenkoms en die reëls van die Fonds is *mutatis mutandis* van toepassing op persone wat aldus toegelaat word.

7.3.3 *Lidmaatskap van die Fonds eindig—*

7.3.3.1 sodra die bydraes kragtens klousule 2 van Hoofstuk 5 vir die Gauteng Boubedingsraad nie by die Raad inbetaal is nie: Met dien verstande dat lidmaatskap behou word in gevalle waar lede siektebystand ontvang het van die Bystandsfonds van die Bounywerheid (Transvaal);

7.3.3.2 sodra 'n lid meer as een maand agterstallig is met bydraes tot die Fonds;

7.3.3.3 sodra 'n lid 'n betrekking het en/of diens aanvaar of betrokke is by 'n ander nywerheid;

7.3.3.4 in die geval van alle lede wat, nadat hulle vir een jaar bystand ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent onbekwaam, geheel en al ongeskik en nie in staat om 'n ambag in die Nywerheid te beoefen nie: Met dien verstande dat kwalifiserende afhanklikes van sodanige lede na die goeddunke van die Raad toegelaat kan word om lid te bly op die voorwaardes wat die Raad vasstel.

7.3.4 'n Lid vir wie geen bydraes ingevolge klousule 2 van Hoofstuk 5 betaal word nie omdat hy werkloos is of in 'n gebied werk wat geleë is buite die jurisdiksiegebied van hierdie Ooreenkoms, kan, indien hy verlang om lid van die Fonds te bly, die vereiste bydrae weekliks kontant aan die Raad betaal.

7.3.5 *Reserwes*: Indien die bedrag in die krediet van die Fonds te eniger tyd tot onder R50 000 daal, moet uitbetaling van bystand gestaak word en nie weer hervat word nie voordat die bedrag in die krediet van die Fonds meer as R100 000 is.

7.4 Die Gereedskapsversekeringsfonds van die Bounywerheid (Transvaal)

7.4.1 *Doelstellings van die Fonds*: Die vernaamste doelstellings van die Fonds, gelees saam met die bepalings van klousule 11 van Hoofstuk, 1 van hierdie Ooreenkoms, is om werknemers te vergoed vir die verlies van gereedskap, noodsaaklik vir hul ambagte, en gereedskapskiste deur diefstal vanuit toesluitplekke.

7.4.2 'n Werknemer wat vergoeding vir verlore gereedskap, noodsaaklik vir sy ambag en vir sy gereedskapkis van die Fonds wil eis, moet by die Raad 'n skriftelike aansoek indien en die Raad van die betrokke inligting ingevolge die reëls voorsien.

7.4.3 Geen vergoeding moet uit die Fonds betaal word nie tensy die werknemers die diefstal so gou moontlik by die polisie aangemeld het, of as die werknemer weier of versuim of aan die Raad die tersaaklike inligting te verstrek wat die Raad vereis.

7.4.4 Die raming van 'n eis en die betaling uit die Fondse moet geskied uitsluitlik na goeddunke van die Raad, wie se beslissing finaal en bindend is. Die Raad hoef geen rede vir sy beslissing te verstrek nie.

7.4.5 *Reserwes*: Betaling van bystand uit die Fonds moet gestaak word wanneer die bedrag wat in die krediet van die Fonds staan, tot minder as R10 000 daal, en verdere betalings moet nie hervat word nie voordat die bedrag wat in die krediet van die Fonds staan, weer die bedrag van R20 000 beloop.

7.5 Geskilbeslegtingsfonds vir die Bounywerheid (Transvaal)

7.5.1 *Doelstellings van die Fonds*: Die doelstellings van die fonds is om die beslegting van geskille en verwante sake te finansier.

7.5.2 *Reserwes*: Indien die bedrag wat in die krediet van die Fonds staan, te eniger tyd tot onder R100 000 daal, moet uitbetaling gestaak word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan, meer as R200 000 is.

8. BYSTAND ONVERVREEMBAAR

Die bystand verskaf deur die Fonds in hierdie Hoofstuk bedoel, is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te sedeer, te verpand of te verhipotekeer, hou onmiddellik op om geregtig te wees op bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes moet beëindig word.

9. TERUGHOU VAN BYSTAND

'n Werknemer wat lid van enige van die Raad se Fondse is en op bystand geregtig is, moet na goeddunke 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 probeer om op bedrieglike of oneerlike wyse bystand te verkry.

10. ANDER FONDSE

10.1 Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds van die Bounywerheid (ingestel deur die Bou-Industrieë Federasie van Suid-Afrika (hierna die Nasionale Ontwikkelingsfonds genoem), magtig hy hierby die invorderings van bydraes ten einde die doelstellings van genoemde Nasionale Ontwikkelingsfonds te verwesenlik.

10.2 Nademaal die Raad verwittig is van die stigting van die Opleidingskema van die Bounywerheid (ingestel deur die Bou-Industrieë Federasie van Suid-Afrika) (hierna die Opleidingskema genoem), magtig hy hierby die invordering van bydraes ten einde die doelstellings van die Opleidingskema te verwesenlik.

10.3 Elke werkgever moet die bedrag wat hy verplig is om by te dra tot die Opleidingskema van die Bounywerheid ingevolge Goewermentskennigewing No. R. 1948 van 11 September 1987, soos gewysig en verleng, aan die Sekretaris van die Raad betaal. Die bedrae ingevorder ingevolge hierdie klousule, moet van tyd tot tyd aan die Bou-Industrieë Federasie van Suid-Afrika oorbetal word.

10.4 Die Pensioenfonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennigewing No. R. 859 van 8 Junie 1962, soos van tyd tot tyd gewysig, en die Voorsorgfonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennigewing No. R. 83 van 22 Januarie 1993, soos van tyd tot tyd gewysig, word hierby voortgesit.

10.5 Elke werknemer het met die inwerkingtreding van hierdie Ooreenkoms die reg om te kies of hy 'n lid van die Pensioenfonds wil bly of 'n lid van die Voorsorgfonds wil word.

10.5 Elke werknemer wat toetree tot die Nywerheid na die inwerkingtreding van die Ooreenkoms, moet binne 30 dae nadat hy toegetree het tot die Nywerheid, kies of hy 'n lid van die Pensioenfonds of van die Voorsorgfonds wil word.

10.7 'n Werknemer is slegs daarop geregtig om eenmaal 'n keuse te maak betreffende lidmaatskap tot die fondse.

10.8 Die bydraes van die Voorsorgfonds is gelyk aan die Pensioenfondsbydraes, soos van tyd tot tyd deur die Raad bepaal.

10.9 Die Raad het die reg om ander reëls te bepaal of om die reëls te wysig vir die doeleindes van die administrasie van die Voorsorgfonds.

Geteken op hede die 6de dag van Oktober 1997 te Johannesburg.

I. J. ELS

Voorsitter

C. DE KOCK

Ondervoorsitter

W. DE J. STAPELBERG

Hoofsekretaris

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