

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 6179

Regulasiekoerant

Vol. 395

PRETORIA, 8 MAY
MEI, 1998

No. 18886

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 661

8 May 1998

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY: (CAPE OF GOOD HOPE): EXTENSION OF COLLECTIVE AGREEMENT FOR THE BOLAND TO NON-PARTIES

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Building Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from **11 May 1998** and for the period ending 10 May 2000.

T. T. MBOWENI
Minister of Labour

SCHEDULE**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (CAPE OF GOOD HOPE)****BOLAND AGREEMENT**

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

Boland Meesterbouers en Verwante Bedrywe Vereniging
Master Masons' and Quarry Owners' Association (South Africa)

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

Building Construction and Allied Workers' Union
Building Workers' Union
Construction and Allied Workers' Union
South African Operative Masons' Society
South African Woodworkers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
 being parties to the Bargaining Council for the Building Industry (Cape of Good Hope).

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Building and the Monumental Masonry Industries—
 - (a) by all employers who are members of the employers' organisations and by all the employees who are members of the trade unions;
 - (b) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Strand and Malmesbury (excluding that portion which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville).
- (2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply to—
 - (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to—
 - (a) clerical employees and administrative staff;
 - (b) university students and graduates and Building Science and to construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training;
 - (c) non-parties in respect of clauses 1 (1) (a) (2) and 19 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force for two years from such date.

3. INDUSTRIAL ACTION

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

4. DEFINITIONS

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

"Act" means the Labour Relations Act, 1995;

"Building Industry" or "Industry", means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose 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 prepared or the necessary articles are made on the site of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations:

Bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting;

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

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the article used;

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

masonry, which includes stone cutting and building, also the cutting and building of ornamental and monumental stone work, concreting and the fixing or building or precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stone polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal work 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 the processes of decorating, enameling, graining, marbling, staining, varnishing, gilding, lining, stenciling, sizing, paperhanging, spraying, glazing, oiling, wax-polishing, distempering, lime and colour washing, woodwork preservation, and which also includes paint removal, scraping, washing and cleaning painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning is preparatory to any of the said processes;

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stone work, wall and floor tiling, paving and mosaic work, including the application of asphaltic or bituminous mortars for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire prevention installation, and the manufacture and fitting of all sheet metal work, whether or not the fixing on 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, shown cases, counters, screens and interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering and supervising the bending, placing and fixing in position of steel and concrete;

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

woodworking, which includes carpentry, woodworking, machining, turning, carving, the fixing of corrugated iron, asbestos tiles, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering woodwork and metal, block and other flooring, including wood, cork and rubber, and sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

"artisan" means a person who is registered as such in terms of clause 7 (7) of this Agreement;

"area A" means the Magisterial District of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West (excluding that portion which prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg), and Strand;

"area B" means the Magisterial District of Malmesbury (excluding that portion which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville);

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

"Council" means the Bargaining Council for the Building Industry, (Cape of Good Hope), registered in terms of section 29 of the Act;

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

- (a) In respect of vehicles which require the driver to be in possession of a Code 10 licence or above;
- (b) in respect of vehicles which require the driver to be in possession of a Code 9 licence;
- (c) in respect of vehicles which require the driver to be in possession of a Code 8 licence or below;

"fixed-term contract" means a contract terminating on a specified date, which shall be stipulated in the contract;

"general worker" means an employee not registered as a cleaner, driver/plant operator, trainee tradesman, tradesman, artisan, previously recognised craftsman, apprentice or watchman in terms of this Agreement;

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

"joinery assembler" means an employee who is registered as a tradesman, Class 3, in terms of clause 7 of this Agreement;

"machine operator" means an employee who is registered as a tradesman, Class 2, in terms of clause 7 of this Agreement;

"manufacturing worker" means an employee who is registered as a tradesman, Class 4, in terms of clause 7 of this Agreement;

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

- (a) Operators of plant which requires the plant operator to be in possession of a Code 10 licence or above;
- (b) operators of plant which requires the plant operator to be in possession of a Code 9 licence;
- (c) operators of plant which requires the plant operator to be in possession of a Code 8 licence;

"trainee tradesman" means an employee registered as such in terms of clause 7 of this Agreement;

"tradesman" means an employee registered as such in terms of clause 7 of this Agreement;

"wage" means the basic wage prescribed in terms of clause 9 of this Agreement in respect of the ordinary hours worked in terms of clause 8 (1): Provided that if an employer regularly pays an employee an amount higher than the basic wage in respect of such ordinary hours, it shall mean such higher amount;

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

5. LEVELS OF BARGAINING

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

6. REGISTRATION OF EMPLOYERS

(1) Every employer in the Industry to whom this Agreement is applicable from time to time, shall ensure that at all times he is registered with the Council.

(2) An employer shall register with the Council by furnishing the required particulars to the Council on the prescribed form.

(3) Every employer shall notify the Council in writing of any change in the particulars furnished on registration or of ceasing operations in the Industry within 14 days of such change or of ceasing operations.

(4) A certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to each employer registered.

(5) An employer who does not pay to the Council the levies and contributions payable by him and his employees each week on due date as prescribed in this Agreement, shall pay interest to the Council at the prime bank rate charged by the Council's bank plus 2%, calculated from due date to date of payment.

(6) An employer shall keep employee records as prescribed in the Basic Conditions of Employment Act, 1983.

(7) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, within 21 days of such date or on the date upon which such employer commences operations, lodge with the Council a guarantee acceptable and equal to the aggregate, but not exceeding R10 000 of—

- (a) two weeks' wages at the rates prescribed in clause 9 (1);
- (b) two weeks' levies in terms of clause 17;
- (c) two weeks' contributions in terms of clause 13, 14, 15, 18, 20 and 24.

7. REGISTRATION OF EMPLOYEES

- (1) All persons employed in the Building Industry shall be registered with the Council.
- (2) The Council shall issue to each registered employee a Bargaining Council identity card and the employee shall be required to retain that card at all times whilst engaged in work in the Building Industry.
- (3) The Council shall bear the initial costs of the Bargaining Council identity card, but the employee shall be liable for the costs of the replacement of any lost identity card.
- (4) If, at any stage, the employer is of the opinion that a registered artisan is not performing his duty to an acceptable level of proficiency, the employer may, at his own cost, require that the employee undergo a proficiency test.
- (5) **Trainee tradesman:** (a) A registered employer may employ any person as a trainee tradesman, after such person has been registered by the Council.
(b) Upon receipt of the application form, the Council shall register the trainee as a trainee tradesman, Class 4, and the trainee shall then be entitled to perform work in the designated trade in respect of which he has been registered.
(c) The trainee shall be entitled to undergo training under the auspices of the Building Industries Training Board, or any other accredited training institution, and his employer.
(d) Upon successful completion of each stage of any training course, the Council shall re-register the trainee in the appropriate stage, as prescribed by the Building Industries Training Board.
(e) The trainee shall be entitled to payment of wages in accordance with the wage prescribed in respect of his category in terms of clause 9 of this Agreement.
- (6) **Tradesman:** (a) A trainee tradesman in a specified category shall be registered as a tradesman in that category in the following circumstances:
 - (i) In respect of Class 4, where he has failed to complete 55 per cent of the modules of the prescribed course content within two years of registration as a trainee in that class;
 - (ii) in respect of Class 3, where he has failed to complete 75 per cent of the modules of the prescribed course content within two years of registration as a trainee in that class;
 - (iii) in respect of Class 2, where he has failed to complete all of the modules of the prescribed course content within two years of registration as a trainee in that class.
 (b) Employers and trade unions shall endeavour to ensure that trainee tradesman complete their training within the specified time.
(c) Any person who has been employed outside the jurisdiction of the Council as a skilled worker, other than an artisan qualified in terms of subclause (7), shall be required to undergo the proficiency test prescribed by the Building Industries Training Board, and shall be registered as a tradesman in a particular category, to be determined as follows:

	Proficiency	Class
(i)	Below 55 per cent	4
(ii)	55-74 per cent	3
(iii)	75-99 per cent	2
(iv)	100 per cent and passed the trade test	artisan

- (d) An employee shall be registered as an artisan once he has passed the trade test prescribed by the Building Industries Training Board.
- (e) The Council shall register a tradesman and the tradesman shall be entitled to perform those facets of skilled work that fall within the modules for which he has obtained a proficiency level within the trade category in respect of which he has been registered.
- (f) The tradesman shall be entitled to payment of wages in accordance with the wage prescribed for his category in terms of clause 9 of this Agreement.
- (7) **Artisan:** (a) No person shall be registered as an artisan unless he has completed the trade test prescribed by the Building Industries Training Board, or is employed in a non-designated trade as prescribed by the Council.
(b) Subject to the provisions of paragraph (a), the following persons shall be registered as artisans:
 - (i) A trainee tradesman, Class 2, or a skilled worker employed in the Building Industry, who has passed 100 per cent of the modules of the proficiency test prescribed by the Building Industries Training Board for this purpose; and
 - (ii) an employee who has successfully completed a contract of apprenticeship, and has further passed the prescribed trade test.
- (c) An artisan shall be entitled to payment of wages in accordance with the wage prescribed for his category in terms of clause 9 of this Agreement.

(8) **Previously designated craftsman:** (a) Any person who has been issued with a certificate of registration as a craftsman under any former Agreement of the Council shall be deemed to be a previously designated craftsman under this Agreement.

(b) The Council shall no longer register craftsmen.

(c) The previously designated craftsman and his employer may agree in writing that the previously designated craftsman will accept the wages and benefit stamps of an artisan.

(d) The previously designated craftsman shall be entitled to payment of wages in accordance with the wage prescribed for his category in terms of clause 9 of this Agreement.

(9) **Special training provisions for employees employed in the painting trade:** (a) Any employee who is employed in the painting trade who is not registered as a trainee tradesman as provided in this clause or registered as an artisan in the painting trade as provided in subclause 7, shall be required to register as a trainee tradesman, Class 3, and shall be required to undergo training as contemplated by this clause and shall complete all the training modules within 18 months of registration as a trainee tradesman, Class 3.

(b) Any employee in possession of an artisan's card in the painting category who has not passed a trade test shall, by consultation and mutual written agreement with the employer, be required to undergo training and pass the trade test as contemplated in this clause.

8. TERMS OF EMPLOYMENT

(1) **Ordinary hours of work:** (a) No employee shall ordinarily be required to work more than the following hours:

Category	Daily hours	Weekly hours
Watchman	10 hours	60 hours
Driver	9 hours 30 minutes	46 hours
General worker and cleaner	9 hours	44 hours
All other employees	9 hours	44 hours

(b) With the exclusion of watchmen, who shall be required to work no more than six consecutive days in any week, ordinary hours shall be worked between 07:00 and 19:00 daily, Monday to Friday.

(2) **Rest intervals:** (a) Every employee shall be entitled to daily meal and/or rest intervals totalling no more than (60) minutes, which shall not form part of ordinary working hours, and shall be at such times as agreed with his employer.

(b) No employer shall require an employee to work more than five continuous hours without an interval.

(3) **Shift work:** An employer may require his employees to work in shifts, provided that no employee shall be required to work more than one 8-hour or 12-hour shift during any period of 24 hours.

(4) **Overtime:** (a) All time worked in excess of the number of ordinary hours of work in one week shall be overtime.

(b) An employer may request, which request shall not be unreasonably, rejected, an employee to work overtime not exceeding four hours per day, Monday to Friday, and not exceeding eight hours on Saturdays or Sundays: Provided that the maximum number of hours, overtime worked in any week shall not exceed the maximum hours overtime prescribed in the Basic Conditions of Employment Act.

(c) An employee who is engaged in a continuous process of work shall be obliged to work until that process is completed, and shall be paid at overtime rates, if applicable.

(5) **Public holidays:** The public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays if they fall on a normal working day, Monday to Friday: Provided that wages for 16 December, 25 December, 26 December and 1 January public holidays shall be paid in benefit stamps and shall be included in the annual holiday fund payment made by the Council.

(6) **Annual leave:** (a) Every employee shall be entitled to annual leave during the annual Building Industry shutdown period, the dates of which shall be decided upon by the Council by no later than 30 June every year.

(b) Notwithstanding the provisions of paragraph (a), an employee may agree with his employer to work during the period of annual leave and shall be paid the basic wage in terms of clause 9 (1) for any time worked during that period.

(c) Watchmen and other employees who work during the above period shall be granted leave by agreement with their employers equal to the period worked during the annual shutdown.

(7) **Sick leave:** An employee shall be entitled to sick leave in accordance with the provisions of the Sick Leave Pay Fund for the Building Industry, and clause 15 of this Agreement, and to payment for the period of such sick leave in terms thereof.

(8) **Termination of contract of employment other than retrenchment:** (a) An employer or employee who intends terminating a contract of employment shall give the other party at least five working days, written notice of termination of such contract, which notice shall be given before 12 noon on any working day and shall commence on that same working day.

(b) Notwithstanding the provisions of paragraph (a), either party shall be entitled to terminate the contract of employment without notice by making payment in lieu of the requisite notice.

(c) In the event of an employee absconding or not making the appropriate payment in lieu of notice and where the employer has proven such, the employer shall be entitled to recover from the Council, the appropriate notice pay from any moneys that have been paid to the Council and due to the employee by the Holiday Fund.

(d) Nothing in this clause shall affect the right of an employer or employee to terminate a contract of employment without notice for any reason recognised by law or by mutual consent.

(e) A contract of employment shall be automatically terminated if an employee is absent from work without the employer's consent for a continuous period of five calendar days, unless such absence is due to circumstances beyond his control.

(9) **Lay-off and suspension:** (a) An employer shall be entitled to lay off an employee temporarily:

- (i) On account of inclement weather;
- (ii) on account of a shortage of materials owing to circumstances beyond the control of the employer; and
- (iii) on account of a temporary shortage of work: Provided that one day's notice is given, and that such notice includes the reason for the lay-off, and the period of the lay-off where possible: Provided further that the employer shall not be liable to pay the employee any remuneration during such lay-off.

(b) An employee may be laid off for a continuous period not exceeding 20 working days: Provided that at the end of such period the employee is given the option of being retrenched according to the procedure outlined in subclause (10), or being laid off for a further continuous period of 20 working days, upon expiry of which the option is repeated: Provided further that employees shall be entitled to apply for unemployment benefits during the period of lay-off.

(c) No employer shall unilaterally suspend an employee from work for any period as a disciplinary measure.

(10) **Retrenchment:** (a) An employer who proposes retrenchment shall, by no later than ten working days before the proposed date of notice of the termination of any employee's services, provide any of the trade unions of which to his knowledge prospective retrenchees may be members, with the following information in writing:

- (i) The number of employees who may be retrenched together with their names, duration of service, Council Holiday Fund numbers, and job categories;
- (ii) the proposed date of implementation of retrenchment;
- (iii) the reasons for the proposed retrenchment, including all alternatives which the employer has considered and the reasons for rejecting them;
- (iv) the proposed selection criteria in respect of retrenchees;
- (v) the proposed date for consultations with the trade union(s) and/or employee(s) likely to be affected;
- (vi) the proposed severance pay; and
- (vii) the employer's proposals for assistance to retrenchees, including the possibility of re-employment.

(b) In the event of an employee likely to be affected by the proposed retrenchment not being a union member, the information referred to in paragraph (a) shall be forwarded direct to that employee.

(c) The trade union(s) and/or the employee(s) shall provide the employer with a written response to its retrenchment proposals by no later than three working days before the proposed date of consultation, which shall include all of its/their proposals in respect of the retrenchment.

(d) The employer shall attempt to reach consensus with the trade union(s) and/or employee(s) on the retrenchment proposals through consultation: Provided that should consensus not be reached before the expiry of the ten-day period referred to in paragraph (a), the employer shall be entitled to implement its retrenchment proposals.

(e) The employer shall be entitled to implement its retrenchment proposals at any stage if the trade union(s) and/or employee(s) do not provide written responses or refuse and/or fail to consult with the employer in accordance with this subclause.

(f) An employee who is retrenched in terms of this subclause shall be entitled to severance payment of one week of that employee's current remuneration per completed year of continuous service with his employer: Provided that the employer has not been exempted from the provisions of this subclause in terms of the Act.

9. REMUNERATION

(1) **Basic wages:** (a) The basic wages in the Industry shall be as follows:

Category of employee		Minimum wage Cents per hour	
		Area A	Area B
(i)	General worker.....	621	539
(ii)	Cleaner.....	435	377
(iii)	Trainee tradesman, Class 4, and tradesman, Class 4.....	742	643
(iv)	Trainee tradesman, Class 3, and tradesman, Class 3.....	863	748
(v)	Trainee tradesman, Class 2, tradesman, Class 2, artisan's assistant and blocklayer.....	1 105	957
		<i>Per week</i>	<i>Per week</i>
(vi)	Driver, Code 10/plant operator A	R356,00	R307,91
(vii)	Driver, Code 9/plant operator B	R302,92	R261,98
(viii)	Driver, Code 8/plant operator C/hoist/dumper	R263,21	R227,66
		<i>Cents per hour</i>	<i>Cents per hour</i>
(ix)	Artisan	1 428	1 235
(x)	Previously designated craftsman	1 607	1 389
		<i>Per week</i>	<i>Per week</i>
(xi)	Watchman	R256,87	R222,16
			<i>Cents per hour</i>
(xii)	Painter.....	N/a	1 111

(b) Apprentices shall be paid in accordance with the formula prescribed in terms of the Manpower Training Act, 1981, but shall at no time receive less than the basic wage and benefits of a trainee tradesman, Class 4.

(c) Nothing in this clause shall prevent an employer from paying more than the prescribed basic wage: Provided that no party to this Agreement or any employee shall be entitled to embark upon industrial action to compel an employer to pay more than the basic wage prescribed in this Agreement.

(2) **Overtime:** An employee shall be entitled to payment in respect of overtime worked in accordance with clause 8 (4) (a) as follows:

- (a) In respect of overtime up to one hour daily on Mondays to Thursdays, inclusive of the basic wage as provided in subclause (1) (a).
- (b) In respect of all other overtime:

Days worked	Basic wage— multiple of
(i) Mondays to Saturdays, inclusive	1 $\frac{1}{3}$
(ii) Sundays	2

(3) **Public holidays:** (a) An employee who is not required to work on a public holiday that would normally be a working day, shall receive his normal daily basic wage in respect of that public holiday.

(b) An employee who is required to work on a public holiday that would normally be a working day shall, in addition to wages paid in terms of paragraph (a), be paid at a rate equal to his ordinary basic wage in respect of all hours worked on that day.

(c) An employee who is required to work on a public holiday that falls on a Saturday or a Sunday shall be remunerated in accordance with normal overtime rates, and shall not be entitled to any additional payment on such a public holiday if such public holidays are not normal working days.

(4) **Shift work:** An employee who works any shift other than the shift during the ordinary hours of work shift shall receive the basic wage payable under subclause (1), plus 15%: Provided that the provisions of this subclause shall not apply to watchmen.

(5) **Dangerous work:** In addition to the wages prescribed in subclause (1), an employer shall pay his employee 10% of such wage in respect of each hour or part of an hour during which such employee is engaged in performing dangerous work. For the purposes of this subclause, "dangerous work" means any work classified as dangerous in any statute, provincial ordinance, municipal by-law or regulation relating to the Building Industry.

(6) **Allowances:** (a) The basic wage payable in terms of subclause (1) shall be deemed to include allowances for inclement weather, walking time and transport costs.

(b) An employee who is required to work away from his ordinary place of residence shall be provided with suitable sleeping accommodation.

10. WAGE PAYMENT PROCEDURE

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

(i) In weekly, fortnightly or monthly intervals;

(ii) in cash, by cheque or by means of electronic bank transfer, as agreed between the employer and the employee;

(iii) by no later than the close of business on the final working day of each pay interval.

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

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

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

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

(f) An employer shall, at the time of payment of an employee's remuneration, make the requisite benefits payment to the Council via the auto stamp system.

(2) **Deductions from wages:** An employer shall be entitled to make deductions from an employee's wages—

(a) in respect of deductions prescribed in the following clauses:

(i) 14 (4) in terms of the Pension Fund;

(ii) 17 (1) in terms of the Council levy;

(iii) in terms of trade union subscriptions;

(iv) 21 in terms of the WP Building and Allied Trades' Sick Fund;

(v) 24 (3) in terms of the Medical Aid Fund;

(b) if he is entitled or required to do so by law; and

(c) in respect of any other matter, with the employee's written consent.

11. STORAGE AND PROVISION OF TOOLS

(1) Every artisan, trainee tradesman, tradesman or apprentice shall be required at all times to be in possession of such tools as are necessary to perform the designated category of work in respect of which he is registered, and shall further be required to maintain such tools in good working order and condition at all times.

(2) Every employee shall be required to provide his own toolbox, which is capable of being securely locked, for storage of his tools when not in use.

(3) An employer shall provide a suitable place to store an employee's toolbox at each site, and shall ensure that such place is locked at all times. This provision shall not apply to jobbing work.

12. BENEFIT STAMPS

(1) Every employee who works for an employer for not more than seven hours less than the normal required hours per week shall be entitled to receive benefit stamps in terms of this Agreement, and shall for purposes of this Agreement be deemed an eligible employee. An employee who works more than 20 hours in any week for an employer, but is prevented from working the eligible hours per week owing to circumstances beyond his control or for any other good reason accepted by his employer, shall also be deemed to be an eligible employee in respect of that week.

(2) An employer shall use the Council's auto stamp system for the purposes of purchasing benefit stamps in terms of this Agreement on completion of each pay period, and the Council shall retain each eligible employee's benefits record, and the benefits purchased by the employer shall be indicated on the employee's payslip.

13. HOLIDAY FUND

(1) The Holiday Fund is hereby continued and shall continue to be administered by the Council for the purpose of providing eligible employees with leave pay for the annual leave period in terms of clause 8 (6). Moneys contributed to the fund by employers shall be invested as provided for in terms of section 53 (5) of the Act.

(2) An employer shall contribute to the Holiday Fund on behalf of an eligible employee in respect of each week that the employee remains in his employ ("a contribution week"), an amount which shall be calculated as follows:

Category of employee		Amount per week Rand	
		Area A	Area B
(i)	General worker.....	15,61	13,55
(ii)	Cleaner.....	10,94	9,48
(iii)	Trainee tradesman, Class 4.....	18,66	16,17
(iv)	Tradesman, Class 4.....	18,66	16,17
(v)	Trainee tradesman, Class 3.....	21,70	18,81
(vi)	Tradesman, Class 3.....	21,70	18,81
(vii)	Trainee tradesman, Class 2.....	27,78	24,06
(viii)	Tradesman, Class 2, artisan's assistant and blocklayer.....	27,78	24,06
(ix)	Driver, Code 10/plant operator A.....	20,34	17,60
(x)	Driver, Code 9/plant operator B.....	17,32	14,97
(xi)	Driver, Code 8/plant operator C.....	15,04	13,01
(xii)	Artisan.....	35,90	31,05
(xiii)	Previously designated craftsman.....	40,40	34,92
(xiv)	Watchman.....	14,68	12,70
(xv)	Painter.....	n/a	27,93

(3) Every employer shall pay the contribution to the Council within the period determined by the Council for such purposes.

(4) The Council shall determine a date before the commencement of the annual leave period in terms of clause 8 (6) upon which eligible employees shall receive payment of the amount standing to their credit in the Holiday Fund: Provided that no payment shall be made from the Holiday Fund—

- in respect of benefits issued by an employer after 31 October each year, which benefits shall be deemed to have been issued during the following year;
- in respect of benefits for more than 51 weeks in any single year ending on 31 October of that year;
- if an employee fails to claim the value of the benefits within six months of the commencement of the annual leave period, unless the Council in its discretion decides otherwise, in which event the value of the stamps will accrue to the general funds of the Council;
- in respect of deductions made in respect of an employee's Holiday Fund entitlement in terms of clause 8 (8) (c);
- subject to the provisions of subclause (5), prior to the date determined by the Council in terms of this clause.

(5) In the event of an eligible employee's death, all amounts to his credit in the Holiday Fund shall be paid to his duly appointed nominee, if any. Should no nominee survive the employee, or should a surviving nominee fail to claim payment within 12 months of the date of the employee's death, the amount to his credit shall be paid into his estate.

(6) Subject to the provisions of subclause (5), the amount standing to an employee's credit in the Holiday Fund shall not be transferable, and any employee who attempts to assign, transfer, cede, pledge or lend any benefit shall forfeit the value of such benefit to the general funds of the Council.

(7) Notwithstanding the expiry or cancellation of this Agreement, the Council shall continue to administer the Holiday Fund until such time as it is liquidated or transferred to any other fund created for the purpose of providing annual leave pay to employees.

(8) In the event of the Council being wound up or dissolved, the Holiday Fund shall continue to be administered by a committee appointed for such purpose by the parties before the winding up or dissolution of the Council, which committee shall consist of an equal number of employer and employee representatives. In the event of such committee being unable to carry out its duties for any reason, the parties shall appoint a trustee or trustees to carry out the duties of the committee and such trustees shall have the same powers as the committee for this purpose.

(9) In the event of there being no Council in existence at the time of expiry of this Agreement, the Holiday Fund shall be liquidated by the committee or trustees appointed in terms of subclause (8).

(10) In the event of the liquidation of the Holiday Fund in terms of subclause (7) or (8) the moneys remaining after the payment of all claims against the Holiday Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council having been wound up before the liquidation of the Holiday Fund, the moneys remaining shall be distributed equally among the parties to the Council immediately prior to its dissolution.

14. PENSION/PROVIDENT FUND

(1) The Building Industry Pension Scheme (W.P.) (the "Pension Fund"), is hereby continued and shall continue to be administered by the Council in accordance with the provisions of the Act for the purpose of providing pensions to employees in respect of whom contributions are made in terms of this clause, and shall further be entitled to establish a provident fund as contemplated in the Pension Funds Act, 1956, which it deems fit for this purpose.

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

(3) An employer shall contribute the following amounts to the Pension Fund on behalf of each eligible employee in respect of each contribution week:

Category of employee		Amount per week Rand	
		Area A	Area B
(i)	General worker.....	35,66	30,95
(ii)	Cleaner.....	nil	nil
(iii)	Trainee tradesman, Class 4.....	42,61	36,92
(iv)	Tradesman, Class 4.....	42,61	36,92
(v)	Trainee tradesman, Class 3.....	49,55	42,95
(vi)	Tradesman, Class 3.....	49,55	42,95
(vii)	Trainee tradesman, Class 2.....	63,45	54,95
(viii)	Tradesman, Class 2, artisan's assistant and blocklayer.....	63,45	54,95
(ix)	Driver, Code 10/plant operator A.....	46,46	40,18
(x)	Driver, Code 9/plant operator B.....	39,53	34,19
(xi)	Driver, Code 8/plant operator C.....	34,35	29,71
(xii)	Artisan.....	82,00	70,91
(xiii)	Previously designated craftsman.....	92,27	79,76
(xiv)	Watchman.....	33,52	28,99
(xv)	Painter.....	n/a	63,79

(4) Every employer shall further deduct a contribution from the remuneration of each eligible employee in respect of each contribution week, which shall be calculated as follows:

Category of employee		Amount per week Rand	
		Area A	Area B
(i)	General worker.....	3,96	3,44
(ii)	Cleaner.....	nil	nil
(iii)	Trainee tradesman, Class 4.....	4,73	4,10
(iv)	Tradesman, Class 4.....	4,73	4,10
(v)	Trainee tradesman, Class 3.....	5,51	4,77
(vi)	Tradesman, Class 3.....	5,51	4,77
(vii)	Trainee tradesman, Class 2.....	7,05	6,11
(viii)	Tradesman, Class 2, artisan's assistant and blocklayer.....	7,05	6,11
(ix)	Driver, Code 10/plant operator A.....	5,16	4,46
(x)	Driver, Code 9/plant operator B.....	4,39	3,80
(xi)	Driver, Code 8/plant operator C.....	3,82	3,30
(xii)	Artisan.....	9,11	7,88
(xiii)	Previously designated craftsman.....	10,25	8,86
(xiv)	Watchman.....	3,73	3,22
(xv)	Painter.....	n/a	7,09

(5) The contributions deducted from an employee's remuneration in terms of subclause (4) shall be increased on by 1,45% of the basic minimum wage each year in order to achieve parity with the contribution made by the employer, and the employer's contribution shall decrease by 1,45% of the basic minimum wage each year until parity of contributions is reached.

(6) Every employer shall pay the above contributions to the Council within the period determined by the Council.

(7) Subject to an eligible employee's right to nominate a beneficiary to receive any amounts which may become due in terms of the Pension Fund in the event of his death before retirement, any pension benefits accruing to an employee in terms of this Agreement shall not be transferable, and may not be ceded or pledged.

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

15. SICK LEAVE PAY FUND

(1) The Sick Leave Pay Fund for the Building Industry ("the Fund") is hereby continued and shall continue to be administered by the Council for the purposes of recompensing employees during periods of absence from work owing to incapacity, and paying gratuities to employees in the event of permanent disability, in accordance with the rules of the Fund.

(2) The Fund shall be administered by the Council in accordance with the rules which may make from time to time for this purpose ("the Rules"), and all moneys of the Fund shall be administered, invested and paid out in accordance with the Rules. Copies of the Rules shall be available for inspection at the offices of the Council.

(3) Every employer shall contribute to the Fund in respect of each week that an eligible employee remains in his employ, an amount which shall be calculated as follows:

Category of employee	Amount per week Rand	
	Area A	Area B
(i) General worker.....	3,24	3,24
(ii) Cleaner.....	3,24	3,24
(iii) Trainee tradesman, Class 4.....	3,57	3,57
(iv) Tradesman, Class 4.....	3,57	3,57
(v) Trainee tradesman, Class 3.....	6,66	6,66
(vi) Tradesman, Class 3.....	6,66	6,66
(vii) Trainee tradesman, Class 2.....	8,59	8,59
(viii) Tradesman, Class 2, artisan's assistant and blocklayer.....	8,59	8,59
(ix) Driver, Code 10/plant operator A.....	3,57	3,57
(x) Driver, Code 9/plant operator B.....	3,24	3,24
(xi) Driver, Code 8/plant operator C.....	3,24	3,24
(xii) Artisan.....	10,81	10,81
(xiii) Previously designated craftsman.....	10,81	10,81
(xiv) Watchman.....	3,24	3,24
(xv) Painter.....	n/a	10,81

(4) An employee shall receive payment in the amount set out below in respect of each working day, excluding public holidays, that he is absent (owing to illness or injury) in a cycle of 365 calendar days:

Working days absent	Class off employee	% of minimum basic wage prescribed in Clause 9 (1)
1st-10th.....	All employees.....	60%
11th-130th.....	General workers, cleaners, drivers, plant operators, watchmen.....	50%
11th-25th.....	Trainee tradesman, tradesmen, artisans, previously designated craftsmen.....	50%
26th-130th.....	Trainee tradesmen, tradesmen, artisans, previously designated craftsmen.....	33%

(5) Subject to the Rules of the Fund, an employee shall not be entitled to sick leave pay—

- until 26 consecutive weeks' contributions have been made to the Fund in respect of such employee: Provided that contributions interrupted by a period of unemployment or a change of employer shall be deemed to be consecutive;
- for more than 130 working days in any 365-day cycle, calculated from the first day in respect of which the employee is entitled to sick pay;
- if he is absent from work owing to an accident compensatable under the Compensation for Occupational Injuries and Diseases Act, 1993;

- (d) if his absence from work is related to the use of alcohol or illegal drugs, or he is incapacitated through sickness owing to his own negligence or misconduct;
 - (e) if he fails to observe the instructions of a medical practitioner, or has in the opinion of that practitioner aggravated his condition or retarded his recovery through his own actions;
 - (f) if he suffers from injury for which a third party is liable to pay or pays compensation to him;
 - (g) while he undergoes treatment prescribed by any person other than a registered medical practitioner;
 - (h) if he fails to provide the Council with any relevant information which it may require;
 - (i) if he is found by the Council to be fit to resume his employment or to be permanently disabled, in which event he shall cease to be entitled to sick leave pay from a date fixed by the Fund for this purpose; and
 - (j) at any time when the amount to the credit of the Fund drops below R100 000,00, and until such time as the amount to the credit of the Fund exceeds R500 000,00.
- (6) The Fund shall be entitled to recover any amount paid to an employee—
- (a) in consequence of false information furnished to the Fund by or on behalf of such employee; and
 - (b) if the employee fails to notify the Fund timeously of any change in his circumstances which could lead to the amount of the benefits being reviewed or withdrawn, in which event the Fund may claim from the employee any money overpaid to him.
- (7) In the case of an employee taking maternity leave, the Fund shall pay that employee 33% of her current wages for a maximum period of 90 days.
- (8) The Fund shall continue to pay contributions to the Holiday and Pension Funds, and the contribution prescribed in the Agreement for the Building Industry Medical Aid Fund, on behalf of the employee during the period for which the employee receives sick pay in terms of this clause.
- (9) In the event of the expiration of this Agreement, the dissolution or winding up of the Council or a cessation of its operations, the provisions of clause 13 (7), (8) and (9) relating to the Holiday Fund shall apply equally to this Fund.

16. AUDIT AND ACCOUNTING

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

17. EXPENSES OF THE COUNCIL

- (1) Every employer shall deduct an amount of R0,05 per week from the wages of each eligible employee, and shall add an equal amount to the amount so deducted.
- (2) Every employer shall pay the contributions in terms of subclause (1) to the Council within the period determined by the Council.
- (3) The contribution paid to the Council in terms of this clause shall be utilised for the purpose of meeting its general expenses, and shall be administered in accordance with the provisions of the Council's Constitution.

18. TRADE UNION SUBSCRIPTIONS

Trade unions may opt for either one of the following mechanisms. In each case deductions of trade union subscriptions may only be authorised by the affected employee, in writing:

- (a) (i) Each trade union shall be entitled to approach each employer in the Industry direct for the purpose of establishing stoporder facilities for the deduction of trade union subscriptions.
- (ii) Every employer who grants such facilities shall be entitled to deduct a negotiated administration fee for the subscriptions so collected.

OR

- (b) (i) Every employer shall deduct an amount of not more than 1% of the weekly wage of an employee who is a member of a registered trade union and for whom wages are prescribed in clause 9 of this Agreement.
- (ii) An employer shall pay the amounts deducted by him in terms of paragraph (b) (i) to the Council within the period determined by the Council.
- (iii) Each month the Council shall pay over to the trade unions all moneys collected in respect of stamps purchased by the employers in terms of paragraph (b) (ii), less a collection fee of 2,5% on gross sales, which amount shall accrue to the general funds of the Council.

19. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

- (1) Each member of an employers' organisation shall pay a membership levy to that employers' organisation in respect of each employee employed by such member who receives a benefit stamp in terms of this Agreement.
- (2) An employers' organisation shall be entitled to use the facilities of the Council for the collection of such levies, in which event the Council shall be entitled to an administration fee of 2,5% of the subscriptions so collected.

20. BUILDING INDUSTRY TRAINING SCHEME

- (1) Every employer shall pay to the Council the contribution prescribed by the Building Industry Training Fund from time to time.
- (2) The Council shall be entitled to deduct a 2,5% collection fee from the amounts received in terms of this clause, and shall pay the remainder to the Building Industries Training Scheme.

21. WESTERN PROVINCE BUILDING AND ALLIED TRADES' SICK FUND

Trade unions may opt for either one of the following mechanisms. In each instance deductions of Sick Fund contributions may only be authorised by the affected employee, in writing:

- (a) (i) Each trade union shall be entitled to approach each employer in the Industry directly for the purposes of establishing stop order facilities for the deduction of trade union sick fund subscriptions in respect of its consenting members.
- (ii) Every employer who grants such facilities shall be entitled to deduct an administration fee of 2,5% of the subscription so collected.

OR

- (b) (i) Every employer shall deduct an amount equal to 0,4% of the weekly wage of an employee who is a member of a registered trade union and for whom wages are prescribed in clause 9 of the Agreement.
- (ii) An employer shall pay the amounts deducted by him in terms of paragraph (b) (i) above to the Council within the period determined by the Council.
- (iii) Each month the Council shall pay over to the Western Province Building and Allied Trades' Sick Fund all moneys collected in respect of stamps purchased by the employers in terms of paragraph (b) (ii) above, less a collection fee of 2,5% on gross sales, which amount shall accrue to the general funds of the Council.

22. GENERAL

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

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

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

(2) **Value added tax:** All monetary values quoted in this Agreement are exclusive of value added tax.

(3) **Shelter and ablution facilities:** (a) At any site where building operations are being carried out employers shall provide suitable accommodation—

- (i) to serve as shelter for employees during wet weather; and/or
- (ii) to serve as a change room: Provided that the provisions of this subclause shall not apply to jobbing work and on sites where fewer than ten employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit of accommodation for a change room.

(b) Such accommodation may be any lockable shed, room or similar place constructed of walls and a roof composed of concrete, brickwork, wood, iron or any combination thereof or any other material approved by the Council, and the whole to be so constructed as to provide a place for employees to change their clothes, to wash and to take shelter.

(c) Such accommodation may include clothes lockers or similar lock-up facilities in which employees can safely store changes of clothing and other personal possessions while at work.

(d) An employer shall provide proper and adequate sanitary accommodation on each job, which shall at all times be maintained in a hygienic and proper condition, and shall further conform to the legislation of the local authority in whose area the job is situated.

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

23. EXEMPTIONS

(1) In terms of section 32 of the Labour Relations Act, 1995, the Council hereby establishes an Independent Body to consider applications for exemption from non-parties from any of the provisions of this Agreement for any good and sufficient reason.

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

(3) All application for exemption shall be substantiated, and such substantiation shall include the following details:

- (a) The period for which the exemption is required;
- (b) the Agreement and clauses or subclauses of the Agreement from which exemption is required;

- (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, are to be included with the application.
- (4) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Council meeting, for comment.
- (5) The Secretary of the Council shall provide the Independent Body with details of all the applications for exemption.
- (6) The Independent Body 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 Independent Body 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.
- (7) Once the Independent Body has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) of its decision within 14 days.
- (8) When the Independent Body decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) of such decision within 14 days and shall provide the reason or reasons for not granting an exemption.
- (9) **Exemption criteria:** The Independent Body shall consider all applications for exemption with reference to the following criteria:
- The written and verbal substantiation provided by the applicant;
 - 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;
 - the terms of the exemption;
 - the infringement of basic conditions of employment rights;
 - the fact that a competitive advantage is not created by the exemption;
 - that exemption from any employee benefit fund or training provision should be viewed in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
 - the extent to which the proposed exemption undermines collective bargaining and labour peace in the Building Industry;
 - any existing special economic or other circumstances which warrant the granting of the exemption;
 - reporting requirements by the applicant and monitoring and re-evaluation processes; and
 - cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

24. MEDICAL AID FUND

- (1) The Building Industry Medical Aid Fund ("the Fund") is hereby continued and shall continue to be administered by the Council in terms of section 2 (1) (a) of the Medical Schemes Act, 1967, and in terms of the Act, for the purposes of—
- assisting members in regard to the cost of medical services incurred by them or their dependants, as may be provided in the Rules of the Fund;
 - taking such measures the Council deems necessary for the prevention of sickness and for the improvement and promotion of health among members and their dependants;
 - contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services; and
 - meeting the cost of such arrangements and the medical expenses of members of their dependants as provided in the Rules of the Fund.
- (2) The Fund shall be managed by the Council in accordance with the Rules which it may make from time to time for this purpose ("the Rules"), and all moneys of the Fund shall be administered, invested and paid out in accordance with the Rules, of which copies shall be available for inspection at the offices of the Council. The Council shall appoint auditors to audit the books of account of the Fund annually.
- (3) An employee who is eligible in terms of the Rules to become a member of the Fund shall contribute half of the total contribution and his employer shall contribute the remaining half of the contribution for each week that the employee remains in his employ, which contribution shall be as follows:

	Amount per week	
	Member/Employee	Employer
Artisan.....	24,48	24,48
Previously designated craftsman.....	24,48	24,48

(4) Every employer shall deduct a contribution from remuneration of each eligible employee in respect of each contribution week and the employer shall add to it an equal amount.

(5) Every employer shall pay the above contributions to the Council within the period determined by the Council for such purpose.

(6) In the event of the expiration of this Agreement, the dissolution or winding up of the Council or a cessation of its operations, the provisions of clause 13 (7), (8) and (9) relating to the Holiday Fund shall apply equally to this Fund.

25. RESOLUTION OF DISPUTES

(1) **Procedure to enforce compliance with this Agreement:** The Council shall take all reasonable steps necessary to ensure compliance with this Agreement. If, whether through its own investigations or through any other source, it appears as if the provisions of this Agreement have been breached then the following procedure shall apply to enforce compliance:

- (a) The Secretary of the Council shall appoint an agent to investigate the alleged breach.
- (b) If, upon completion of the investigation, the agent has reason to believe that this Agreement has been breached, the agent may endeavour to secure compliance with the Agreement through conciliation.
- (c) At the end of the conciliation process the designated agent shall submit a report to the Secretary of the Council as to the result of the investigation, the steps taken to secure compliance with this Agreement through conciliation and the outcome thereof.
- (d) Upon receipt of the report, the Secretary of the Council may—
 - (i) require the designated agent to make further investigations; or
 - (ii) refer the matter for arbitration in terms of this Agreement; or
 - (iii) take such other steps as he may deem reasonable.
- (e) If the Secretary to the Council decides to refer the matter for arbitration, he shall appoint an arbitrator to hear and determine the alleged breach of this Agreement.
- (f) The arbitrator, in consultation with all parties who may have a legal interest in the outcome of the arbitration, shall decide the date, time and venue of the arbitration hearing.
- (g) The Secretary of the Council shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of the arbitration.
- (h) Any party who has a legal interest in the outcome of the arbitration shall have the right to—
 - (i) give evidence;
 - (ii) call witnesses;
 - (iii) question the witnesses of any other party;
 - (iv) address concluding arguments to the arbitrator;
 - (v) be represented by a legal practitioner or co-employee or an office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.
- (i) The arbitrator shall have the following powers:
 - (i) To determine whether there has been a breach of the Agreement.
 - (ii) To make any appropriate award that gives effect to the collective Agreement and ensures compliance therewith.
 - (iii) To determine the appropriate form of and the procedure to be followed at the arbitration proceedings.
 - (iv) To make any order as to costs that he deems appropriate.
 - (v) To make an award in the absence of a party who is alleged to have breached the Agreement—
 - (aa) the such party fails to appear in person or be represented at the arbitration proceedings;
 - (ab) proof is presented that such party has been notified of the proceedings: Provided that notice of the arbitration proceedings shall be deemed to have been given if proof is presented that written notification has been forwarded to such party—
 - (A) by registered mail to such party's last-known address and 14 days have elapsed since such notification has been mailed; or
 - (B) by fax transmission to such party's last-known fax number; or
 - (C) by hand delivery to such party's last-known business or residential address;
 - (ac) prima facie evidence has been presented to the arbitrator that the party in question has failed to comply with this Agreement.
 - (vi) vary, rescind or amend any arbitration award made by him or any other arbitrator on good cause shown. Without limiting the generality hereof the arbitrator shall have this power if—
 - (a) the award was erroneously sought or erroneously made in the absence of any part affected by the award;

- (b) the award is ambiguous or contains an obvious error or omission, but only to the effect of that ambiguity, error or omission;
- (c) the award was granted as a result of a mistake common to the parties to the proceedings.

- (j) Any award made by the arbitrator together with any reasons shall be served on all interested parties by the Council.
- (k) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of section 158 (1) of the Labour Relations Act.
- (l) The provisions of this procedure stands in addition to any other legal remedy which the Council may apply to enforce a collective Agreement.

(2) **Procedure for the resolution of disputes about the application or interpretation of this Agreement:** (a) Any person who falls within the registered scope of the Council may refer a dispute about the interpretation or application of this Agreement to the Council for resolution in terms of this Agreement.

(b) If a dispute is so referred to the Council, it shall attempt to resolve the dispute—

- (i) through conciliation; and
- (ii) if the dispute remains unresolved after conciliation, the Council shall appoint an arbitrator to arbitrate the dispute. The powers of the arbitrator shall be the same as in subclause (1) (i) above.

(c) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of section 158 (1) of the Labour Relations Act.

Signed at Paarl this 9th day of February 1998.

P. LE ROUX

for the Boland Meesterbouers en Verwante Bedrywe Vereniging

W. C. CLIFT

for the Master Masons' and Quarry Owners' Association (South Africa)

E. TYEMBILE

for the Building, Construction and Allied Workers' Union

R. C. DAMON

for the Building Workers' Union

T. MULONDO

for the Construction and Allied Workers' Union

N. MAART

for the South African Woodworkers' Union

G. KRIEL

for the South African Operative Masons' Society

[being parties to the Building Industry Bargaining Council (Cape of Good Hope)], in the presence of

J. J. KITSHOFF

Secretary

No. R. 661

8 Mei 1998

WET OP ARBEIDSVERHOUDINGE, 1995

BOUNYWERHEID BEDINGINGSRAAD: (KAAP DIE GOEIE HOOP): UITBREIDING VAN KOLLEKTIEWE OOREENKOMS VIR DIE BOLAND NA NIE-PARTYE

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Bounywerheid Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van **11 Mei 1998** en vir die tydperk wat op 10 Mei 2000 eindig.

T. T. MBOWENI

Minister van Arbeid

BYLAE**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (KAAP DIE GOEIE HOOP)****OOREENKOMS VIR DIE BOLAND**

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

Boland Meesterbouers en Verwante Bedrywe Vereniging
Master Masons' and Quarry Owners' Association (South Africa)

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

Building Construction and Allied Workers' Union
Building Workers' Union
Construction and Allied Workers' Union
South African Operative Masons' Society
South African Woodworkers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant,

wat die partye is by die Bedingingsraad vir die Bounywerheid (Kaap die Goeie Hoop).

1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet in die Bou- en die Monumentklipmesselnywerhede nagekom word—
 - (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakbonde is;
 - (b) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd enige gedeeltes van laasgenoemde twee distrikte wat, voor die publikasie van Goewermmentskennisgewing No. 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd die gedeelte wat, voor 9 Maart 1973 (Goewermmentskennisgewing No. 173 van 9 Februarie 1973), binne die landdrosdistrik Wynberg geval het] Strand en Malmesbury (uitgesonderd die gedeelte wat, voor die publikasie van Goewermmentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het).
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—
 - (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie;
 - (b) kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met daardie Wet of met voorwaardes wat daarkragtens gestel is nie.
- (3) Ondanks subklousule (1) (a) is die bepalings van hierdie Ooreenkoms nie van toepassing nie op—
 - (a) klerke en administratiewe personeel;
 - (b) universiteitstudente en gegradueerdes in die Bouwetenskap, en op konstruksietoesighouers, konstruksie-opmeters en ander persone wat besig is met praktiese werk ter voltooiing van hulle akademiese opleiding;
 - (c) nie-partye ten opsigte van 1 (1) (a) (2) en 19, van hierdie Ooreenkoms.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. NYWERHEIDSOPTREDE

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

4. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, 1995;

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

"ambagsman" iemand wat as sodanig geregistreer is ingevolge klousule 7 (6) van hierdie Ooreenkoms;

“gebied A” beteken die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd enige gedeeltes van laasgenoemde twee distrikte wat, voor die publikasie van Goewermentskennisgewing No. 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het), Somerset-Wes (uitgesonderd die gedeelte wat voor 9 Maart 1973 (Goewermentskennisgewing No. 173 van 9 Februarie 1973), binne die landdrosdistrik Wynberg geval het en Strand;

“gebied B” beteken die landdrosdistrik Malmesbury (uitgesonderd die gedeelte wat, voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het);

“Bounywerheid” of **“Nywerheid”**, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die Nywerheid waarin die werkgewer en die werknemer met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terrein van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde werksaamhede of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy die betrokke werkgewer bewys kan lewer dat sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie;

Messelwerk, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating;

lakpolitoering, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

skrynwark, wat die vervaardiging van alle skrynwarkartikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameborde en die beglasing in verband daarmee;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sier- en monument-klipwerk, betonnering, en die aanbring of bou van voorafgegiëte en/of kunsklip of marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling die bediening van klipwerkmasjinerie, uitgesonderd klip-poleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word 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 metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende prosesse insluit: Versiering, emaljering, vlamskildering, marmering, beitsing, vernissing, vergulding, belyning, sjablonering, planering, muurplakking, spuitskildering, glasuuring, olie, waspolering, distempering, afwitting, kleurkalking en houtverduursaming, en wat ook insluit die verwydering van verf, die skraping, was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

pleisterwerk, wat die volgende insluit: Modelleerwerk, granoliet- en komposisiebevloering, komposisiemuur-bedekking en -polering, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, met inbegrip van die aanwending van asfaltmastiek of bitumineuse mastiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die anlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, aan die gebou of bouwerk aangebring word of nie;

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

staalwapening, wat die volgende insluit: Die maak en oprigting van bekisting en toesighouding oor die buig, plasing en vassit in die regte posisie van staal en beton;

staalkonstruksie, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, leërs, staalbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, masjinerie, draaiwerk, houtsnijwerk, die aanbring van golfyster, asbesteëls, dakspaanbedekking en ander dakbedekkings, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, kromposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevoering, met inbegrip van bevoering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, die aanbring van asfaltversadigde vilt of materiaal op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het in die gebou of bouwerk aangebring word of nie;

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

"Raad" die Bedingsraad vir die Bounywerheid (Kaap die Goeie Hoop), geregistreer ingevolge artikel 29 van die Wet;

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

- Ten opsigte van voertuie waarvoor daar vereis word dat die drywer in besit van 'n Kode 10-lisensie of hoër moet wees;
- ten opsigte van voertuie waarvoor daar vereis word dat die drywer in besit van 'n Kode 9-lisensie moet wees;
- ten opsigte van voertuie waarvoor daar vereis word dat die drywer in besit van 'n Kode 8- of laer lisensie moet wees.

"vastetermyntontrak" 'n kontrak wat eindig op 'n bepaalde datum in die kontrak gestipuleer;

"algemene werker" 'n werknemer wat nie as 'n skoonmaker, drywer/kragaangedrewe-masjienbediener, kwekelingbouwerker, bouwerker, ambagsman, voorheen aangewese vakman, vakleerling of wag ingevolge hierdie Ooreenkoms geregistreer is nie;

"nywerheidsopptrede" enige optrede beoog ingevolge die omskrywing van onderskeidelik "staking" en "uitsluiting" in die Wet;

"winkelskrynmonteerder" 'n werknemer wat geregistreer is as 'n bouwerker, Klas 3, ingevolge klousule 7 van hierdie Ooreenkoms;

"masjienbediener" 'n werknemer wat geregistreer is as 'n bouwerker, Klas 2, ingevolge klousule 7 van hierdie Ooreenkoms;

"vervaardigingswerker" 'n werknemer wat geregistreer is as 'n bouwerker, Klas 4, ingevolge klousule 7 van hierdie Ooreenkoms

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

- Bedieners van masjinerie wat van die bediener vereis dat hy in besit moet wees van 'n Kode 10-lisensie of hoër;
- bedieners van masjinerie wat van die bediener vereis dat hy in besit moet wees van 'n Kode 9-lisensie;
- bedieners van masjinerie wat van die bediener vereis dat hy in besit moet wees van 'n Kode 8-lisensie;

"kwekelingbouwerker" 'n werknemer as sodanig geregistreer ingevolge klousule 7 van hierdie Ooreenkoms;

"bouwerker" 'n werknemer wat as sodanig geregistreer is ingevolge klousule 7 van hierdie Ooreenkoms;

"loon" die basiese loon voorgeskryf ingevolge klousule 9 van hierdie Ooreenkoms ten opsigte van gewone ure gewerk ingevolge klousule 8 (1): Met dien verstande dat as 'n werkgewer op 'n gereelde basis 'n werknemer 'n bedrag hoër as die basiese loon betaal ten opsigte van gewone ure gewerk, word so 'n hoër bedrag bedoel;

"wag" 'n werknemer wat persele patroleer en eiendom bewaak.

5. VLAKKE VAN BEDINGING

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

6. REGISTRASIE VAN WERKGEWERS

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

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

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

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

(5) Elke werkgewer wat nie op die keurdatum voorgeskryf in die Ooreenkoms aan die Raad die nodige heffings en bydraes betaalbaar deur hom en sy werknemer elke week betaal nie, moet rente teen die primakoers deur die Raad se bank vasgestel plus 2%, aan die Raad betaal vanaf die betrokke datum tot die datum van betaling.

(6) Elke werkgewer moet werknemerrekords hou soos voorgeskryf in die Wet op Basiese Diensvoorwaardes, 1983.

(7) Elke werkgewer wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms in die Nywerheid is en elke werkgewer wat die Nywerheid betree na daardie datum, moet binne 21 dae na sodanige datum of op die datum waarop sodanige werkgewer begin werk, 'n aanvaarbare waarborg en gelykstaande aan die gemiddelde, maar wat nie R10,000 oorskry nie, by die Raad deponeer, of

(a) twee weke se lone teen die tariewe soos voorgeskryf in klousule 9 (1);

(b) twee weke se heffings ingevolge klousule 17;

(c) twee weke se bydraes ingevolge klousules 13, 14, 15, 18, 20 en 24.

7. REGISTRASIE VAN WERKNEMERS

(1) Alle persone in diens in die Bounywerheid moet by die Raad geregistreer wees.

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

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

(4) As die werkgewer op enige stadium van mening is dat 'n geregistreerde ambagsman nie diens verrig wat gelykstaande is aan 'n aanvaarbare vlak van vaardigheid nie, mag die werkgewer op eie koste, sodanige werknemer 'n vaardigheids-toets laat ondergaan.

(5) **Kwekelingbouwerker:** (a) 'n Geregistreerde werkgewer kan enige persoon in diens neem as 'n kwekelingbouwerker nadat sodanige persoon deur die Raad geregistreer is.

(b) By ontvangs van die aansoekvorm, moet die Raad die kwekeling as 'n kwekelingbouwerker Klas 4 registreer. Die kwekeling word dan toegelaat om werk te doen in die aangewese ambag ten opsigte waarvan hy geregistreer is.

(c) 'n Kwekeling is daarop geregtig om opleiding te ondergaan onder die beskerming van die Bounywerheidsopleidingsraad, of enige ander goedgekeurde opleidingsinrigting, en sy werkgewer.

(d) Na geslaagde voltooiing van elke vlak van enige opleidingskursus moet die Raad die kwekeling herregistreer op die gepaste vlak, soos voorgeskryf deur die Bounywerheidsopleidingsraad.

(e) Die kwekeling is geregtig op die betaling van lone ooreenkomstig die loon voorgeskryf vir sy kategorie ingevolge klousule 9 van hierdie Ooreenkoms.

(6) **Bouwerker:** (a) 'n Kwekelingbouwerker in 'n bepaalde kategorie word geregistreer as 'n bouwerker in daardie kategorie onder die volgende omstandighede:

(i) Ten opsigte van Klas 4, waar hy nie daarin geslaag het om 55% van die modules van die voorgeskrewe kursusinhoud binne twee jaar van registrasie as 'n kwekelingbouwerker in daardie klas, te voltooi nie;

(ii) ten opsigte van Klas 3, waar hy nie daarin geslaag het om 75% van die modules van die voorgeskrewe kursusinhoud binne twee jaar van registrasie as 'n kwekeling in daardie klas, te voltooi nie;

(iii) ten opsigte van Klas 2, waar hy nie daarin geslaag het om al die modules van die voorgeskrewe kursusinhoud binne twee jaar van registrasie as 'n kwekeling in daardie klas, te voltooi nie.

(b) Werkgewers en vakbonde moet probeer verseker dat kwekelingbouwerkers hulle opleiding binne die bepaalde tydperk voltooi.

(c) Behoudens die bepalings van paragraaf (d) moet 'n persoon wat buite die bestekgebied van die Raad in diens was as 'n geskoolde werker, uitgesonderd 'n ambagsman gekwalifiseer ingevolge subklousule 7, In vaardigheidstoets, soos voorgeskryf deur die Bounywerheidsopleidingsraad, ondergaan, en moet as 'n bouwerker in 'n besondere kategorie geregistreer word, wat soos volg bepaal word:

	Vaardigheid	Klas
(i)	Onder 55 persent.....	4
(ii)	55-74 persent.....	3
(iii)	75-99 persent.....	2
(iv)	100 persent en die vakoetsgeslaag.....	ambagsman

(d) 'n Werknemer word nie as 'n bouwerker geregistreer nie, tensy hy die vakoets voorgeskryf deur die Bounywerheidsopleidingsraad geslaag het.

(e) Die Raad moet 'n bouwerker registreer, en die bouwerker is daarop geregtig om daardie fasette van geskoolde werk te verrig wat val binne die modules waarvoor hy 'n vaardigheidsvlak bereik het binne die vakkategorie ten opsigte waarvan hy geregistreer is.

(f) Die bouwerker is geregtig op die betaling van lone ooreenkomstig die loon voorgeskryf vir sy kategorie by klousule 9 van hierdie Ooreenkoms.

(7) **Ambagsman:** (a) Geen persoon word as 'n ambagsman geregistreer nie, tensy hy 'n vakoets, soos deur die Bounywerheidsopleidingsraad bepaal, voltooi het nie, of in diens is in 'n nie-aangewese ambag, soos van tyd tot tyd deur die Raad voorgeskryf.

(b) Behoudens die bepalings van paragraaf (a) word die volgende persone as ambagsmanne geregistreer:

(i) 'n Kwekelingbouwerker, Klas 2, of 'n geskoolde werker in diens in die Bounywerheid, wat 100% van die modules voltooi het of 'n bevoegdheidstoets, soos voorgeskryf deur die Bounywerheidsopleidingsraad, vir hierdie doel geslaag het; en

(ii) 'n werknemer wat 'n vakleerlingskapkontrak suksesvol voltooi het en wat verder die voorgeskrewe vakoets geslaag het.

(c) 'n Ambagsman is geregtig op die betaling van lone ooreenkomstig die voorgeskrewe loon vir sy kategorie ingevolge klousule 9 van hierdie Ooreenkoms.

(8) **Voorheen aangewese vakman:** (a) Enige prsoon wat voorheen in besit was van 'n registrasiesertifikaat as 'n vakman onder 'n vorige Ooreenkoms van die Raad, sal geag te wees 'n voorheen aangewese vakman onder hierdie Ooreenkoms.

(b) Die Raad registreer nie meer vakmanne nie.

(c) Die voorheen aangewese vakman en sy werkgewer mag skriftelik ooreenkom dat die voorheen aangewese vakman die lone en voordeleëls van 'n Ambagsman sal ontvang.

(d) 'n Voorheen aangewese vakman is geregtig op die betaling van lone ooreenkomstig die voorgeskrewe loon vir sy kategorie ingevolge klousule 9 van hierdie Ooreenkoms.

(9) **Spesiale opleidingsbepalings vir werknemers in die verbodryf:** (a) Enige werknemer wat in die verbodryf in diens is en wat nie geregistreer is as 'n kwekelingbouwerker soos voorgeskryf in hierdie klousule of geregistreer is as 'n ambagsman in die verbodryf soos voorgeskryf in subklousule (7) nie, is verplig om opleiding te ondergaan soos beoog deur hierdie klousule en moet al die opleidingsmodules voltooi binne 18 maande van registrasie as 'n kwekelingbouwerker, Klas 3.

(b) Enige werknemer wat in besit is van 'n ambagsmankaart in die verfkategorie en wat nie 'n vakoets geslaag het nie is, deur oorlegpleging en wedersydse skriftelike ooreenkoms met die werkgewer, verplig om opleiding te ondergaan en om die vakoets te slaag soos beoog in hierdie klousule.

8. DIENSVOORWAARDES

(1) **Gewone werkure:** (a) Gewoonweg sal daar van geen werknemer verwag word om meer as die volgende ure te werk nie:

Kategorie	Daaglikse ure	Weeklikse ure
Wag	10 uur	60 uur
Drywer	9 uur 30 minute	46 uur
Algemene werker en skoonmaker	9 uur	44 uur
Alle ander werknemers	9 uur	44 uur

(b) Met die uitsondering van wagte, wat nie verplig mag word om meer as ses opeenvolgende dae per week te werk nie, word gewone ure daaglikse gewerk tussen 07:00 en 19:00, Maandae tot Vrydae.

(2) **Ruspouses:** (a) Elke werknemer is geregtig op daaglikse ete- en/of ruspouses wat in totaal nie meer as 60 minutes is nie, wat dan ook nie deel van sy gewone werkure uitmaak nie, en wat geneem word op tye soos ooreengekom met sy werkgewer.

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

(3) **Skofwerk:** 'n Werkgewer kan van sy werknemers vereis dat hulle skofte werk, op voorwaarde dat dit nie van enige werknemer vereis word om meer as 8 uur- of 12 uur-skofte te werk tydens enige tydperk van 24 uur nie.

(4) **Oortyd:** (a) Alle ure wat die gewone werkure in enige week oorskry, word geag oortyd te wees.

(b) Enige werkgewer kan versoek, welke versoek nie onredelik van die hand gewys mag word nie, dat 'n werknemer oortyd werk vir 'n tydperk van meer as vier uur daaglikse, Maandae tot Vrydae, en hoogstens agt uur op Saterdag of Sondag: Met dien verstande dat die maksimum aantal ure oortyd gewerk in enige week, nie die maksimum ure oortyd soos voorgeskryf in die Wet op Basiese Diensvoorwaardes oorskry nie.

(c) 'n Werknemer betrokke in 'n aaneenlopende proses van werk, is verplig om te werk totdat daardie proses voltooi is, en ontvang oortydbetaling, waar van toepassing.

(5) **Openbare vakansiedae:** Die openbare vakansiedae, soos geproklameer ingevolge die Wet op Openbare Vakansiedae, 1994, word erken as betaalde openbare vakansiedae as dit op 'n gewone werksdag, Maandag tot Vrydag, val; Behalwe dat lone vir die openbare vakansiedae 16 Desember, 25 Desember, 26 Desember en 1 Januarie, in voordeleeseëls betaal sal word en sal ingesluit word by die jaarlikse vakansiefondsbetaling wat deur die Raad gemaak word.

(6) **Jaarlikse verlof:** (a) Elke werknemer is geregtig op jaarlikse verlof tydens die jaarlikse sluitingstydperk van die Bounywerheid, waarvan die datums deur die Raad bepaal moet word teen nie later nie as 30 Junie van elke jaar.

(b) Ondanks die bepalings van paragraaf (a), kan 'n werknemer met sy werkgever ooreenkom om tydens die jaarlikse verloftydperk te werk en moet daarvoor betaling ontvang, soos bepaal in klousule 9 (1) vir die tyd tydens daardie tydperk gewerk.

(c) Wagte en ander werknemers, wat tydens die jaarlikse verloftydperk werk, moet verlof toegestaan word, soos met hulle werkgevers ooreengekom, gelyk aan die tydperk gewerk tydens die jaarlikse sluitingstydperk.

(7) **Siekteverlof:** 'n Werknemer is geregtig op siekteverlof ooreenkomstig die bepalings van die Siekefonds vir die Bounywerheid, en klousule 15 van hierdie Ooreenkoms, en op betaling vir die tydperk van sodanige siekteverlof ingevolge die bepalings daarvan.

(8) **Beëindiging van dienskontrak wat nie aflegging is nie:** (a) 'n Werkgever of werknemer wat van voorneme is om 'n dienskontrak te beëindig, moet die ander party vyf werksdae skriftelik kennis gee van beëindiging van sodanige kontrak, welke kennis ingedien moet word voor 12:00 op enige werksdag en aanvang sal neem op dieselfde werksdag.

(b) Ondanks die bepalings van paragraaf (a) is enige party daarop geregtig om die dienskontrak sonder kennisgewing te beëindig deur betaling van 'n bedrag in plaas van die voorgeskrewe kennisgewingstydperk.

(c) In die geval waar 'n werknemer dros, of nie die voorgeskrewe betaling, in plaas van die kennisgewingstydperk maak nie, en waar die werkgever dit kan bewys, is die werkgever daarop geregtig om die toepaslike kennisgewingstydperkbetaling te verhaal uit enige gelde betaal aan die Raad en aan die werknemer verskuldig ingevolge die Vakansiefonds.

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

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

(9) **Aflegging en skorsing:** (a) 'n Werkgever is daarop geregtig om 'n werknemer se dienste tydelik te beëindig—

(i) as gevolg van gure weer;

(ii) as gevolg van 'n tekort aan materiale weens omstandighede buite die beheer van die werkgever; en

(iii) as gevolg van 'n tydelike tekort aan werk: Met dien verstande dat een dag se kennisgewing hiervoor gegee is, en dat sodanige kennisgewing die rede vir die tydelike ontslag gee, asook die tydperk van die ontslag, waar moontlik: Met dien verstande voorts dat die werkgever nie verplig is om 'n werknemer enige betaling te gee gedurende sodanige ontslag nie.

(b) 'n Werknemer mag tydelik ontslaan word vir 'n aaneenlopende tydperk van hoogstens 20 werksdae: Met dien verstande dat aan die einde van sodanige tydperk, die werknemer die keuse gegee word om afgelê te word ooreenkomstig die prosedure bepaal in subklousule (10), of vir 'n verdere aaneenlopende tydperk van 20 dae ontslaan te word, by verstryking waarvan hierdie keuse herhaal mag word: Met dien voorwaarde voorts dat werknemers geregtig sal wees om aansoek te doen om werkloosheidsvoordele gedurende die afleggingstydperk.

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

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

(i) Die aantal werknemers wat afgelê mag word, tesame met hulle name, dienstydperk, Vakansiefondsnummers van die Bedingsraad en werkskategorieë;

(ii) die beoogde datum van aflegging;

(iii) die redes vir die beoogde aflegging, insluitende alle opsies wat die werkgever oorweeg het om die afleggings te vermy asook die redes waarom hulle nie aanvaar is nie;

(iv) die beoogde siftingskriteria ten opsigte van die persone wat afgelê moet word;

(v) die beoogde datum van oorlegpleging met die vakbond(e) en/of werknemer(s) wat moontlik geraak sal word;

(vi) die beoogde afleggingsbetaling; en

(vii) die werkgever se voorstelle ten opsigte van bystand aan die afgelegdes, wat die moontlikheid van herindiensneming insluit.

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

(c) Die vakbond(e) en/of werknemer(s) moet skriftelik reageer op die werkgewer se afleggingsvoorstelle, nie later nie as drie werkdade voor die voorgestelde datum van oorlegpleging, wat al sy/hulle voorstelle ten opsigte van die aflegging moet insluit.

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

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

(f) 'n Werknemer wat afgelê is ingevolge hierdie subklousule, is geregtig op 'n afleggingsbetaling van een week van sodanige werknemer se huidige basiese loon vir elke voltooide jaar van aaneenlopende diens by sy werkgewer: Met dien verstande dat die werkgewer nie vrygestel is van die bepalings van hierdie subklousule ingevolge die Wet nie.

9. BESOLDIGING

(1) **Basiese lone:** (a) Die basiese lone in die Nywerheid is soos volg:

Kategorie van werknemer		Minimum loon Sent per uur	
		Gebied A	Gebied B
(i)	Algemene werker	621	539
(ii)	Skoonmaker	435	377
(iii)	Kwekelingbouwerker, Klas 4, en bouwerker, Klas 4	742	643
(iv)	Kwekelingbouwerker, Klas 3, en bouwerker, Klas 3	863	748
(v)	Kwekelingbouwerker, Klas 2, bouwerker, Klas 2, ambagsman se assistent en bloklêer	1 105	957
		<i>Per week</i>	<i>Per week</i>
(vi)	Drywer, Kode 10/kragaangedrewe-masjineriebediener A	R356,00	R307,91
(vii)	Drywer, Kode 9/kragaangedrewe-masjineriebediener B	R302,92	R261,98
(viii)	Drywer, Kode 8/kragaangedrewe-masjineriebediener C/hyser/ stortwa	R263,21	R227,66
		<i>Sent per uur</i>	<i>Sent per uur</i>
(ix)	Ambagsman	1 428	1 235
(x)	Voorheen aangewese vakman	1 607	1 389
		<i>Per week</i>	<i>Per week</i>
(xi)	Wag	R256,87	R222,16
			<i>Sent per uur</i>
(xii)	Verwer	n.v.t.	1 111

(b) Vakleerlinge moet betaal word ooreenkomstig die formule van tyd tot tyd voorgeskryf ingevolge die Wet op Mannekragopleiding, 1981, maar mag te gener tyd 'n basiese loon en voordele minder as dié van 'n kwekelingbouwerker, Klas 4, ontvang nie.

(c) Niks in hierdie klousule verhinder 'n werkgewer om meer as die voorgeskrewe basiese loon te betaal nie: Met dien verstande dat geen party by hierdie Ooreenkoms of enige werknemer daarop geregtig is om nywerheidsoprede te gebruik om 'n werkgewer te dwing om meer as die basiese voorgeskrewe loon in hierdie Ooreenkoms, te betaal nie.

(2) **Oortyd:** 'n Werknemer is soos volg geregtig op die betaling ten opsigte van oortyd gewerk ooreenkomstig klousule 8 (4) (a):

(a) Ten opsigte van oortyd gewerk tot op een uur daaglik op Maandae tot Donderdae, die basiese loon soos voorgeskryf in subklousule (1) (a).

(b) Ten opsigte van alle ander oortyd:

Dae gewerk	Veelvoud van basiese loon
(i) Maandae tot en met Saterdag	1 $\frac{1}{3}$
(ii) Sondag.....	2

(3) **Openbare vakansiedae:** (a) 'n Werknemer van wie dit nie verwag word om op 'n openbare vakansiedag, wat gewoonweg 'n werksdag is, te werk nie, moet sy gewone daaglikse basiese loon ontvang ten opsigte van daardie openbare vakansiedag.

(b) 'n Werknemer van wie dit verwag word om op 'n openbare vakansiedag te werk, wat gewoonweg 'n werksdag is, moet bo en behalwe die betaling ingevolge paragraaf (a), ook betaal word teen 'n skaal gelyk aan sy gewone basiese loon ten opsigte van alle ure gewerk op daardie dag.

(c) 'n Werknemer van wie dit verwag word om te werk op 'n openbare vakansiedag wat op 'n Saterdag of 'n Sondag val, moet betaal word volgens die gewone oortydbetaling, en is nie geregtig op enige bykomende betaling ten opsigte van sodanige openbare vakansiedag nie, indien sodanige vakansiedae nie normale werksdae is nie.

(4) **Skofwerk:** 'n Werknemer wat 'n ander skof werk as die gewone werkure, moet sy gewone basiese loon ingevolge subklousule 1 ontvang plus 15%. Met dien verstande dat die bepalinge van hierdie subklousule nie op 'n wag van toepassing is nie.

(5) **Gevaarlike werk:** Bo en behalwe die lone voorgeskryf in (subklousule 1), moet 'n werkgewer aan sy werknemer 10% van sodanige loon betaal ten opsigte van elke uur of gedeelte daarvan, waartydens hy betrokke is in die verrigting van gevaarlike werk. Vir die doeleindes van hierdie klousule beteken "gevaarlike werk" enige werk wat as gevaarlike werk beskryf word in 'n wet, provinsiale ordonnansie, munisipale verordening of regulasie, wat op die Boubedryf van toepassing is.

(6) **Toelaes:** (a) Die basiese loon betaalbaar ingevolge subklousule (1) word geag toelaes ten opsigte van gure weer, looptyd en vervoerkostes in te sluit.

(b) 'n Werknemer van wie dit verwag word om weg van sy gewone woonplek te werk, moet voorsien word van toepaslike slaapakkommodasie.

10. LOONBETALINGSPROSEDURE

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

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

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

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

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

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

(f) 'n Werkgewer moet ten tyde van die betaling van die werknemer se besoldiging die voorgeskrewe voordelebetaling aan die Raad via die outoseëlstelsel doen.

(2) **Aftrekkings van lone:** Werkgewers is daarop geregtig om aftrekkings van 'n werknemer se lone te maak—

(a) ten opsigte van enige aftrekkings voorgeskryf in die volgende subklousules:

- (i) 14 (4) kragtens die Pensioenskema;
- (ii) 17 (1) kragtens die Raadsheffing;
- (iii) 18 (3) kragtens vakbondledegeld;
- (iv) 21 kragtens Siekefonds vir die Westelike Provinsie Bou- en Aanverwante Ambagte; en
- (v) 24 (3) kragtens die Mediese Hulpfonds;

(b) indien hy wetlik daartoe geregtig of verplig is; en

(c) ten opsigte van enige ander saak, met die werknemer se skriftelike toestemming.

11. BERGING EN VOORSIENING VAN GEREEDSKAP

(1) Daar word van elke ambagsman, kwekelingbouwerker, bouwerker of vakleerling verwag om te alle tye in besit te wees van sodanige gereedskap as wat nodig mag wees om uitvoering te gee aan die aangewese kategorie van werk ten opsigte waarvan hy geregistreer is, en daar sal verder van hom verwag word om sodanige gereedskap te alle tye in goeie werkende toestand te hou.

(2) Daar sal van elke werknemer verwag word om sy eie gereedskapkas, wat behoorlik gesluit kan word, vir die berging van sy gereedskap wanneer dit nie in gebruik is nie, te verskaf.

(3) 'n Werknemer moet 'n geskikte plek vir die berging van die werknemer se gereedskapkas op elke terrein voorsien en moet verseker dat sodanige bergingsplek te alle tye gesluit is. Hierdie bepalings is nie op los werk of stukwerk van toepassing nie.

12. VOORDELESEËLS

(1) Elke werknemer wat nie meer as 7 ure minder as die gewone ure werk wat van hom verwag word om in enige week vir 'n werkgewer te werk, is daarop geregtig om 'n voordeleseël te ontvang ingevolge hierdie Ooreenkoms, en word vir die doeleindes van hierdie Ooreenkoms geag 'n "geskikte werknemer" te wees. 'n Werknemer wat meer as 20 uur in 'n week vir 'n werkgewer werk, maar wat verhoed word om die voorgeskrewe ure in daardie week te werk as gevolg van omstandighede buite sy beheer of om vir enige ander goeie rede wat vir die werkgewer aanvaarbaar is, word geag 'n "geskikte" werknemer ten opsigte van daardie week te wees.

(2) 'n Werkgewer moet gebruik maak van die Raad se outoseëlstelsel met die doel om ingevolge hierdie Ooreenkoms onmiddellik na elke voltooide betaaltydperk voordeleseëls aan te koop, in welke geval die Raad elke geskikte werknemer se voordelerekord moet hou, en die voordele so deur die werkgewer aangekoop, moet op die werknemer se betaalstrokie aangedui word.

13. VAKANSIEFONDS

(1) Die Vakansiefonds word hierby voortgesit en gaan voort om deur die Raad geadminestreer te word met die doel om geskikte werknemers te voorsien van verlofbetaling vir die tydperk van die jaarlikse verloftydperk ingevolge klousule 8 (6). Gelde deur die werkgewers bygedra tot die fonds, moet belê word soos bepaal ingevolge artikel 53 (5) van die Wet.

(2) 'n Werkgewer moet tot die vakansiefonds bydra namens 'n geskikte werknemer ten opsigte van elke week wat daardie werknemer in sy diens is ("n bydraeweek"), welke bedrag soos volg bereken word:

Kategorie van werknemer		Bedrag per week	
		Rand	
		Gebied A	Gebied B
(i)	Algemene werker	15,61	13,55
(ii)	Skoonmaker	10,94	9,48
(iii)	Kwekelingbouwerker, Klas 4	18,66	16,17
(iv)	Bouwerker, Klas 4	18,66	16,17
(v)	Kwekelingbouwerker, Klas 3	21,70	18,81
(vi)	Bouwerker, Klas 3	21,70	18,81
(vii)	Kwekelingbouwerker, Klas 2	27,78	24,06
(viii)	Bouwerker, Klas 2, ambagsman se assistent en bloklêer	27,78	24,06
(ix)	Drywer, Kode 10/kragaangedrewe-masjienbediener A	20,34	17,60
(x)	Drywer, Kode 9/kragaangedrewe-masjienbediener B	17,32	14,97
(xi)	Drywer, Kode 8/kragaangedrewe-masjienbediener C	15,04	13,01
(xii)	Ambagsman	35,90	31,05
(xiii)	Voorheen aangewese vakman	40,40	34,92
(xiv)	Wag	14,68	12,70
(xv)	Verwer	n.v.t.	27,93

(3) Elke werkgewer moet die bydrae aan die Raad betaal binne die tydperk soos deur die Raad voorgeskryf vir sodanige doeleindes.

(4) Die Raad moet 'n datum bepaal voor die aanvang van die jaarlikse verloftydperk ingevolge klousule 8 (6) waarop geskikte werknemers betaling moet ontvang vir die bedrag wat tot hulle krediet in die Vakansiefonds staan: Met dien verstande dat geen betaling uit die Vakansiefonds gemaak mag word nie—

(a) ten opsigte van voordele deur die werkgewer uitgereik na 31 Oktober elke jaar, welke seëls geag word ten opsigte van die volgende jaar uitgereik te wees;

- (b) ten opsigte van voordele vir meer as 51 weke in een enkele jaar wat op 31 Oktober daardie jaar eindig;
- (c) indien 'n werknemer versuim om die waarde van sy voordele binne ses maande van die aanvang van die jaarlikse verloftydperk te eis, tensy die Raad in sy oordeel andersins besluit, in welke geval die waarde van die voordele die algemene fonds van die Raad sal toeval;
- (d) ten opsigte van aftrekkings gemaak ten opsigte van 'n werknemer se Vakansiefondsgeregtigheid ingevolge klousule 8 (8) (c);
- (e) behoudens subklousule (5), voor die datum soos bepaal deur die Raad ingevolge hierdie klousule.

(5) In die geval van 'n "geskikte werknemer" se dood, moet alle gelde tot sy krediet in die Vakansiefonds, aan sy behoorlik benoemde bevooroordeelde betaal word, indien enige, indien daar geen benoemde bevooroordeelde die werknemer oorleef nie, of indien die oorlewende bevooroordeelde in gebreke bly om die betaling binne 12 maande vanaf die datum van die werknemer se dood te eis, word die bedrag tot sy krediet aan sy boedel betaal.

(6) Behoudens subklousule (5) hierbo, is die bedrag tot die werknemer se krediet in die Vakansiefonds nie oordraagbaar nie, en enige werknemer wat poog om sy seëlboek af te staan, oor te dra, te sedeer, te verpand, te verhipotekeer of uit te leen, verbeur onmiddellik alle reg op die waarde van sodanige seëls wat dan tot die algemene fonds van die Raad toeval.

(7) Ondanks die verstryking of kansellasië van hierdie Ooreenkoms, gaan die Raad voort om die Vakansiefonds te bestuur, totdat dit gelikwider of oorgeplaas is na enige ander fonds wat vir die doel vir die voorsiening vir jaarlikse verlofbetaling aan werknemers, geskep is.

(8) In die geval waar die Raad ontbind of ophou om te funksioneer, moet die Vakansiefonds voortgaan om bestuur te word deur 'n komitee vir daardie doel deur die partye aangestel voor die ontbinding of sluiting van die Raad, welke komitee bestaan uit 'n gelyke aantal werkgever- en werknemerverteenwoordigers. In die geval waar sodanige komitee nie in staat is om sy pligte om enige rede na te kom nie, moet die partye 'n trustee of trustees aanstel om die pligte van die komitee te vervul, en vir hierdie doel het sodanige trustees dieselfde magte as die komitee.

(9) In die geval waar daar geen Raad bestaan ten tyde van die verstryking van hierdie Ooreenkoms nie, moet die Vakansiefonds gelikwider word deur die komitee of trustee soos aangestel ingevolge subklousule (8).

(10) In die geval van die likwidasië van die Vakansiefonds ingevolge subklousule (7) of (8) hierbo, moet die oorblywende gedeelte van die gelde, na die betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en die likwidasië-uitgawes, oorbetaal word in die algemene fonds van die Raad. In die geval waar die Raad gesluit is voor die likwidasië van die Vakansiefonds, moet die oorblywende gelde eweredig verdeel word tussen die partye by die Raad, soos hulle bestaan het onmiddellik voor die ontbinding.

14. PENSIOENFONDS

(1) Die Pensioenfonds vir die Bounywerheid (W.P.) (die "Pensioenfonds"), word hierby voortgesit en sal steeds bestuur word deur die Raad ooreenkomstig die Wet met die doel om pensioene te voorsien vir werknemers ten opsigte van wie bydraes gemaak is ingevolge hierdie klousule, en sal ook verder daarop geregtig wees om enige ander soortgelyke fonds te stig soos beoog in die Wet op Pensioenfondse, 1956, wat hy vir hierdie doel goed dink.

(2) Vir die doel van die bereiking van die doelstellings van hierdie Klousule, is die Raad daarop geregtig om ooreenkomste te sluit soos wat hulle dit goeddink en is verder daarop geregtig om redes ten opsigte van die uitvoering en administrasie daargestel ingevolge hierdie klousule, op te stel, wat van tyd tot tyd gewysig kan word.

(3) 'n Werkgever moet die volgende bydra tot die Pensioenfonds ten opsigte van elke geskikte werknemer ten opsigte van elke bydraeweek:

Kategorie van werknemer		Bedrag per week Rand	
		Gebied A	Gebied B
(i)	Algemene werker	35,66	30,95
(ii)	Skoonmaker	nul	nul
(iii)	Kwekelingbouwerker, Klas 4	42,61	36,92
(iv)	Bouwerker, Klas 4	42,61	36,92
(v)	Kwekelingbouwerker, Klas 3	49,55	42,95
(vi)	Bouwerker, Klas 3	49,55	42,95
(vii)	Kwekelingbouwerker, Klas 2	63,45	54,95
(viii)	Bouwerker, Klas 2, ambagsman se assistent en bloklêer	63,45	54,95
(ix)	Drywer, Kode 10/kragaangedrewe-masjienbediener A	46,46	40,18
(x)	Drywer, Kode 9/kragaangedrewe-masjienbediener B	39,53	34,19
(xi)	Drywer, Kode 8/kragaangedrewe-masjienbediener C	34,35	29,71
(xii)	Ambagsman	82,00	70,91

Kategorie van werknemer		Bedrag per week Rand	
		Gebied A	Gebied B
(xiii)	Voorheen aangewese vakman.....	92,27	79,76
(xiv)	Wag.....	33,52	28,99
(xv)	Verwer.....	n.v.t.	63,79

(4) Elke werkgewer moet ook 'n verdere bydrae van elke geskikte werknemer se lone vir elke bydraeweek aftrek, wat as volg bereken sal word:

Kategorie van werknemer		Bedrag per week Rand	
		Gebied A	Gebied B
(i)	Algemene werker	3,96	3,44
(ii)	Skoonmaker	nul	nul
(iii)	Kwekelingbouwerker, Klas 4	4,73	4,10
(iv)	Bouwerker, Klas 4	4,73	4,10
(v)	Kwekelingbouwerker, Klas 3	5,51	4,77
(vi)	Bouwerker, Klas 3	5,51	4,77
(vii)	Kwekelingbouwerker, Klas 2	7,05	6,11
(viii)	Bouwerker, Klas 2, ambagsman se assistent en bloklêer	7,05	6,11
(ix)	Drywer, Kode 10/kragaangedrewe-masjienbediener A.....	5,16	4,46
(x)	Drywer, Kode 9/kragaangedrewe-masjienbediener B.....	4,39	3,80
(xi)	Drywer, Kode 8/kragaangedrewe-masjienbediener C.....	3,82	3,30
(xii)	Ambagsman	9,11	7,88
(xiii)	Voorheen aangewese vakman.....	10,25	8,86
(xiv)	Wag.....	3,73	3,22
(xv)	Verwer.....	n.v.t.	7,09

(5) Die bydraes van die werknemer se besoldiging ingevolge subklousule (4) afgetrek, moet verhoog word met 1,45% van die basiese minimum loon elke jaar, om sodoende pariteit te bereik met die werkgewer en die werkgewer se bydrae moet met 1,45% van die basiese loon elke jaar verminder word totdat pariteit in die bydraes bereik is.

(6) Elke werkgewer moet die bydraes hierbo genoem, binne die tydperk vir hierdie doel bepaal, aan die Raad betaal.

(7) Behoudens 'n geskikte werknemer se regte om 'n bevooroordeelde te benoem om enige bedrae wat aan hom betaalbaar mag word ingevolge die Pensioenfonds, te ontvang in die geval van sy dood voor aftrede, is enige pensioenvoordele wat oploop tot 'n werknemer ingevolge hierdie Ooreenkoms, nie oordragbaar nie, en mag nie gesedeer of verpand word nie.

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

15. SIEKEFONDS

(1) Die Siekefonds vir die Bounywerheid ("Die Fonds") word hierby voortgesit en gaan voort om deur die Raad bestuur te word vir die doeleindes om werknemers te vergoed gedurende tydperke van afwesigheid van die werk as gevolg van ongeskiktheid, en die betaling van gratifikasie aan werknemers in die geval van algehele ongeskiktheid—ooreenkomstig die Reëls van die Fonds.

(2) Die Fonds word deur die Raad bestuur ooreenkomstig die reëls ("Die Reëls") wat hy van tyd tot tyd vir hierdie doel voorskryf, en alle gelde van die Fonds moet bestuur, belê en uitbetaal word ingevolge die Reëls. Afskrifte van die Reëls moet vir inspeksie by die Raad se kantore beskikbaar wees.

(3) Elke werkgewer moet 'n bedrag tot die Fonds bydra ten opsigte van elke week wat 'n geskikte werknemer in sy diens is, welke bedrag soos volg bereken word:

Kategorie van werknemer	Bedrag per week Rand	
	Gebied A	Gebied B
(i) Algemene werker	3,24	3,24
(ii) Skoonmaker	3,24	3,24
(iii) Kwekelingbouwerker, Klas 4	3,57	3,57
(iv) Bouwerker, Klas 4	3,57	3,57
(v) Kwekelingbouwerker, Klas 3	6,66	6,66
(vi) Bouwerker, Klas 3	6,66	6,66
(vii) Kwekelingbouwerker, Klas 2	8,59	8,59
(viii) Bouwerker, Klas 2, ambagsman se assistent en bloklêer	8,59	8,59
(ix) Drywer, Kode 10/kragaangedrewe-masjienbediener A	3,57	3,57
(x) Drywer, Kode 9/kragaangedrewe-masjienbediener B	3,24	3,24
(xi) Drywer, Kode 8/kragaangedrewe-masjienbediener C	3,24	3,24
(xii) Ambagsman	10,81	10,81
(xiii) Voorheen aangewese vakman	10,81	10,81
(xiv) Wag	3,24	3,24
(xv) Verwer	n.v.t.	10,81

(4) 'n Werknemer moet betaling ontvang volgens die bedrae in die tabel hieronder uiteengesit ten opsigte van elke werkdag wat hy as gevolg van siekte of besering afwesig is gedurende 'n siklus van 365 kalenderdae:

Werkdae afwesig	Klas en Werknemer	% van Minimum Basiese Loon voorgeskryf in Klousule 9 (1)
1ste tot 10de	Alle werknemers	60%
11de tot 130ste	Algemene werkers, skoonmakers, drywers/ Kragaangedrewe-masjienbedieners, wagte	50%
11de tot 25ste	Kwekelingbouwerkers, bouwerkers, ambags- manne, voorheen aangewese vakmanne ..	50%
26ste tot 130ste	Kwekelingbouwerkers, bouwerkers, ambags- manne, voorheen aangewese vakmanne ..	33%

(5) Behoudens die Reëls van die Fonds, is 'n werknemer nie geregtig op siektebetaling nie—

- totdat 26 aaneenlopende weeklikse bydraes gemaak is tot die Fonds ten opsigte van sodanige werknemer: Met dien verstande dat bydraes wat onderbreek is deur 'n tydperk van werkloosheid of verwisseling van werkgewer, geag word aaneenlopend te wees;
- vir meer as 130 dae in enige tydperk van 365 dae, bereken vanaf die eerste dag ten opsigte waarvan die werknemer geregtig is op siektebetaling;
- as hy van die werk afwesig is as gevolg van 'n ongeluk waarvoor hy vergoed sal word ingevolge die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993;
- as sy afwesigheid van werk verband hou met die misbruik van alkohol of onwettige verdowingsmiddels, of as hy ongeskik is as gevolg van siekte weens sy eie nalatigheid of wangedrag;
- as hy in gebreke bly om die opdragte van 'n mediese praktisyn na te kom, of indien hy volgens die mening van daardie praktisyn sy toestand vererger of vertraag het of sy herstel vertraag het as gevolg van sy eie toedoen;
- as hy ly aan 'n besering ten opsigte waarvan 'n derdeparty aanspreeklik is vir vergoeding of wel vir hom daarvoor vergoed;
- terwyl hy behandeling ondergaan wat deur iemand anders as 'n geregistreerde mediese praktisyn voorgeskryf is;
- indien hy in gebreke bly om die Raad te voorsien van enige relevante inligting wat hy mag aanvra;
- indien die Raad bevind dat hy geskik is om sy werk te hervat of dat hy permanent ongeskik is, in welke geval hy sal ophou om geregtig te wees op siektebetaling vanaf 'n datum deur die Fonds vir hierdie doel bepaal; en
- op enige tydstip wanneer die bedrag in die krediet van die Fonds onder R100 000,00 val, of tot op sodanige tydstip daarna wanneer die bedrag tot die krediet van die Fonds weer R500 000,00 oorskry.

(6) Die Fonds is daarop geregtig om enige bedrag van 'n werknemer te verhaal—

- as gevolg van vals inligting aan die Fonds verskaf deur of ten behoeve van sodanige werknemer; en

- (b) indien die werknemer versuim om die Fonds betyds te verwittig van enige verandering in sy omstandighede wat daartoe kon gelei het dat die bedrag van die bystand herooreweeg of gestaak sou word, in welke geval die Fonds enige gelde wat aan 'n werknemer te veel betaal is, kan terugeis.

(7) In die geval waar 'n werknemer kraamverlof neem, moet die Siekefonds aan so 'n werknemer 33% van haar huidige lone betaal vir 'n maksimum tydperk van 90 dae.

(8) Die Fonds moet aanhou om die bydraes tot die Vakansiefonds en Pensioenfonds te betaal, asook die bydraes voorgeskryf in die Ooreenkoms vir die Mediese Hulpfonds van die Boubedryf, ten behoeve van die werknemer tydens die tydperk waarvoor die werknemer siektebesoldiging ontvang ingevolge hierdie klousule.

(9) In die geval van die verstryking van hierdie Ooreenkoms, die ontbinding of sluiting van die Raad of 'n staking van sy werksaamhede, is die bepalings van klousule 13 (7), (8) en (9) betreffende die Vakansiefonds ook van toepassing op hierdie Fonds.

16. OUDITERING EN BOEKHOUDING

Die Raad moet verseker dat behoorlike rekeninge en rekords gehou word ten opsigte van elkeen van die Fondse wat deur hom geadministreer word en dat 'n jaarlikse oudit van elkeen van die Fondse gedoen word ooreenkomstig die bepalings van die Wet en die Raad se Konstitusie.

17. UITGAWES VAN DIE RAAD

(1) Elke werkgewer moet 'n bedrag van R0,05 per week van die lone van elke geskikte werknemer aftrek en 'n gelyke bedrag byvoeg by sodanige bedrag afgetrek.

(2) Elke werkgewer moet sodanige bydraes afgetrek ingevolge subklousule (1) aan die Raad binne die tydperk deur die Raad vir daardie doel bepaal.

(3) Die bydraes aan die Raad betaal ingevolge hierdie klousule, moet gebruik word vir die doel om die algemene uitgawes van die Raad te betaal en moet geadministreer word ooreenkomstig die bepalings van die Raad se Konstitusie.

18. VAKBONDELEGELD

Vakbonde kan kies om een van die volgende meganismes te gebruik. In elke geval kan aftrekkings vir vakbondlegeld alleenlik skriftelik gemagtig word deur die betrokke werknemer.

- (a) (i) Elke vakbond is daarop geregtig om elke werkgewer in die Nywerheid regstreeks te nader vir die doel om stoporderfasiliteite daar te stel vir die aftrekking van vakbondlegelde.
- (ii) Elke werkgewer wat sulke fasiliteite toestaan, is geregtig om 'n administrasiefooi gelyk aan 2,5% te verhaal van die bydraes aldus geïen.

OF

- (b) (i) Elke werkgewer moet 'n bedrag gelyk aan hoogstens 1% van die weeklikse loon van 'n werknemer wat 'n lid van 'n geregistreerde vakbond is, en vir wie lone voorgeskryf word in klousule 9 van hierdie Ooreenkoms, aftrek.
- (ii) 'n Werkgewer moet die bedrae deur hom afgetrek ingevolge paragraaf (b) (i) aan die Raad oorbetal binne die tydperk vir die doel bepaal.
- (iii) Elke maand moet die Raad aan die betrokke vakbond oorbetal alle gelde sodanig geïen ten opsigte van seëls aangekoop deur werkgewers ingevolge paragraaf (b) (ii) min 'n administrasiefooi van 2,5% op bruto verkope, welke bedrag in die algemene fonds van die Raad gestort sal word.

19. SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

(1) Elke lid van 'n werkgewersorganisasie moet 'n lidmaatskapheffing aan daardie werkgewersorganisasie betaal ten opsigte van elke werknemer in sodanige lid se diens wat 'n voordeleseeël ontvang ingevolge hierdie Ooreenkoms.

(2) 'n Werkgewersorganisasie is daarop geregtig om die fasiliteite van die Raad te gebruik vir die invordering van sodanige heffings, in welke geval die Raad geregtig is op 'n administrasiefooi van 2,5% op die ledegeld aldus ingevorder.

20. OPLEIDINGSFONDS VIR DIE BOUNYWERHEID

(1) Elke werkgewer moet aan die Raad 'n bydrae soos van tyd tot tyd deur die Opleidingsfonds vir die Bounywerheid bepaal betaal.

(2) Die Raad is geregtig op 'n administrasiefooi van 2,5% vir die bedrae ontvang ingevolge hierdie klousule, en moet die oorblywende bedrag betaal aan die Bou-Industrieë-Federasie van Suid-Afrika.

21. SIEKEFONDS VIR DIE WESTELIKE PROVINSIE BOU- EN VERWANTE AMBAGTE

Vakbonde kan kies om een van die volgende meganismes te gebruik. In elke geval kan aftrekkings vir die Siekefonds bydraes alleenlik geskied met die skriftelike toestemming van die betrokke werknemer:

- (a) (i) Elke vakbond is daarop geregtig om elke werkgewer in die Nywerheid regstreeks te nader met die doel om stoporderfasiliteite daar te stel vir die aftrekking van vakbond-siekefondsbysdraes ten opsigte van lede wat hulle toestemming daartoe gee.

- (ii) Elke werkgewer wat sulke fasiliteite toestaan, is daarop geregtig om 'n administrasiefooi van 2,5% van die bydraes aldus ingevorder, af te trek.

OF

- (b) (i) Elke werkgewer is daarop geregtig om 'n bedrag gelyk aan 0,4% van die weeklikse loon van 'n werknemer wat 'n lid van 'n geregistreerde vakbond is en vir wie lone voorgeskryf is in klousule 9 van hierdie Ooreenkoms, af te trek.
- (ii) 'n Werkgewer moet die bedrae deur hom afgetrek ingevolge paragraaf b (i) hierbo aan die Raad oorbetaal binne die tydperk deur die Raad betaal.
- (iii) Die Raad moet elke maand aan die Siekefonds vir die Westelike Provinsie Bou- en Verwante Ambagte oorbetaal, alle gelde ingevorder ten opsigte van seëls deur werkgewers gekoop ingevolge paragraaf (b) (ii) min 'n administrasiefooi van 2,5% op bruto verkope, welke bedrag in die Raad se algemene fonds inbetaal moet word.

22. ALGEMEEN

(1) **Vertoning van Ooreenkoms:** (a) Die partye is dit eens dat die Engelse weergawe die betekenis en bedoeling van die partye bepaal en dat die vertalings in Afrikaans en Xhosa deur die Raad beskikbaar gestel sal word vir inspeksie deur enige persoon gedurende werkure by die Raad se kantore.

(b) Enige persoon kan 'n afskrif van hierdie Ooreenkoms bekom deur betaling van 'n bedrag van R5,00 aan die Raad.

(c) Elke party by hierdie Ooreenkoms ontvang twee gratis afskrifte van die Ooreenkoms en Konstitusie.

(2) **Belasting op toegevoegde waarde (BTW):** Alle monetêre bedrae genoem in hierdie Ooreenkoms is uitgesluit van belasting op toegevoegde waarde.

(3) **Sluiting en ablusiefasiliteite:** (a) Op enige bouverseel waar boubedrywighede plaasvind, moet werkgewers geskikte akkommodasie voorsien —

(i) om as skuiling te dien vir werknemers tydens gure weer; en/of

(ii) as kleedkamer te dien: Met dien verstande dat hierdie subklousule nie van toepassing is op stukwerk nie en op 'n terrein waar minder as tien werknemers in diens is of waar omstandighede wat eie is aan die terrein of die aard van die werk wat uitgevoer word, nie ruimte vir 'n kleedkamer laat nie.

(b) Sodanige akkommodasie mag bestaan uit 'n skuur, kamer of soortgelyke plek wat gesluit kan word, en wat opgerig is met mure en 'n dak van beton, baksteenwerk, hout, yster of 'n samestelling daarvan of ander materiaal goedgekeur deur die Raad, en die geheel moet op so 'n wyse opgerig wees dat dit kan dien as plek waar werknemers hul klere kan verwissel, kan was en in kan skuil.

(c) Sodanige onderdak mag toesluitkaste vir klere of soortgelyke toesluitgeriewe insluit waar werknemers skoon klere en ander persoonlike besittings met veiligheid kan berg terwyl hulle werk.

(d) 'n Werkgewer moet behoorlike en toereikende sanitêre geriewe op elke werkplek verskaf wat te alle tye in 'n skoon, higiëniese en behoorlike toestand gehou moet word en wat voldoen aan die wetgewing van die plaaslike owerheid in wie se gebied die werkplek geleë is.

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

23. VRYSTELLINGS

(1) Ingevolge artikel 32 van die Wet word hierby deur die Raad 'n onafhanklike liggaam ingestel om aansoeke om vrystelling van nie-partye, van enige van die voorwaardes van hierdie Ooreenkoms om 'n afdoende rede, te oorweeg.

(2) Alle aansoeke om vrystelling moet skriftelik (op die aansoekvorm voorsien deur die Raad) wees en moet gerig word aan die Sekretaris van die Raad vir oorweging deur die Onafhanklike Liggaam deur die Raad aangestel.

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

(a) Die tydperk waarvoor vrystelling benodig word;

(b) die Ooreenkoms en klousules of subklousules van die Ooreenkoms waarvan vrystelling gevra word;

(c) bewys dat die vrystelling waarvoor aansoek gedoen word, wel bespreek is tussen die werknemer en hul werkgewers en hul onderskeie verteenwoordigers. Die reaksies voortspruitend uit sodanige oorlegplegings, hetsy ten gunste van of teen die aansoek, moet by die aansoek ingesluit word.

(4) Die Sekretaris van die Raad moet in die eerste instansie die aansoeke om vrystelling op die sakelys van die volgende Raadsvergadering, vir kommentaar plaas.

(5) Die Sekretaris moet aan die Onafhanklike Liggaam die besonderhede van die aansoeke om vrystelling verskaf.

(6) Die Onafhanklike Liggaam, moet alle skriftelike aansoeke oorweeg en 'n besluit daaroor neem en mag, wanneer daartoe deur die applikante of beswaarmakers versoek, onderhoude met applikante of enige beswaarmakers tydens sy volgende vergadering voer: Met dien verstande dat die Onafhanklike Liggaam '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.

(7) Sodra die Onafhanklike Liggaam besluit het om vrystelling te verleen, moet dit 'n sertifikaat uitreik en die applikante dienoreenkomstig binne 14 dae na die datum van so 'n besluit verwittig.

(8) Wanneer die Onafhanklike Liggaam 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.

(9) **Vrystellingskriteria:** Die Onafhanklike Liggaam moet alle aansoeke om vrystelling oorweeg met verwysing na die volgende kriteria:

- (a) Die skriftelike en mondelinge staving deur die applikant voorsien;
- (b) 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;
- (c) die bepalings van die vrystelling;
- (d) die inbreuk maak op die regte ingevolge basiese diensvoorwaardes;
- (e) die feit dat 'n mededingende voordeel nie geskep word deur die vrystelling nie;
- (f) dat vrystelling van enige werknervoordele 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;
- (g) die mate waarin die voorgestelde vrystelling die gesamentlike bedinging en arbeidsvrede in die Bounywerheid ondermyn;
- (h) enige bestaande spesiale ekonomiese of ander omstandighede wat die verlening van die vrystelling regverdig;
- (i) die terugvoerbeplanning wat deur die applikant nagekom moet word asook die moniterings- en her-evaluasieprosesse; en
- (j) die inagneming van die aanbevelings vervat in die Verslag van die Presidensiële Kommissie van Ondersoek na die Arbeidsmarkbeleid.

24. MEDIESE BYSTANDFONDS

(1) Die Mediese Bystandfonds vir die Bounywerheid (die "Fonds") word hierdeur voortgesit en gaan voort om deur die Raad geadminestreer te word ingevolge artikel 2 (1) (a) van die Wet op Mediese Skemas, 1967, en ingevolge die bepalings van die Wet, met die doel om—

- (a) lede by te staan met betrekking tot die koste van mediese dienste deur hulle of hulle afhanklikes aangegaan, soos bepaal deur die Reëls van die Fonds;
- (b) om sodanige maatreëls as wat die Raad dit nodig mag ag, in te stel vir die voorkoming van siekte en vir die verbetering en bevordering van gesondheid tussen lede en hulle afhanklikes;
- (c) om kontrakte aan te gaan met enige mediese praktisyn, hospitaal, verpleeginrigting, hersteloorlog of enige ander soortgelyke inrigting, persoon of owerheid ten opsigte van mediese dienste; en
- (d) om die koste van sodanige reëlins en die mediese onkoste van lede en hulle afhanklikes te betaal ingevolge die Reëls van die Fonds.

(2) Die Fonds word bestuur deur die Raad ooreenkomstig die Reëls wat van tyd tot tyd daargestel sal word vir hierdie doel ("die Reëls") en alle gelde van die Fonds word bestuur, belê en uitbetaal ooreenkomstig die Reëls, waarvan afskrifte beskikbaar is vir inspeksie by die kantore van die Raad. Die Raad moet ouditeurs aanstel om die rekeningboeke van die Fonds jaarliks te ouditeer.

(3) 'n Werknemer wat ingevolge die Reëls geregtig is om 'n lid van die Fonds te word, moet die helfte van die totale bydraes bydra en die werkgever moet die ander helfte van die bydrae bydra vir die week wat die werknemer in diens is van sodanige werkgever, welke bydrae die volgende is:

	Bedrag per week	
	Lid/Werknemer	Werkgever
Ambagsman.....	24,48	24,48
Voorheen aangewese vakman	24,48	24,48

(4) Elke werkgever moet die bydrae van die besoldiging van elke geskikte werknemer ten opsigte van elke bydraeweek aftrek en die werkgever moet 'n gelyke bedrag daarby voeg.

- (5) Elke werkgewer moet bogenoemde bydraes aan die Raad oorbetal binne die tydperk soos vir sodanige doel bepaal.
- (6) In die geval waar die Ooreenkoms verstryk, die Raad ontbind of sy werksaamhede sou staak, is klousule 13 (7), (8) en (9) betreffende die Vakansiefonds, ook op hierdie Fonds van toepassing.

25. BESLEGTING VAN GESKILLE

(1) **Prosedure om die nakoming van hierdie Ooreenkoms te verseker:** Die Raad moet alle redelike maatreëls tref om te verseker dat hierdie Ooreenkoms nagekom word. Indien, of deur sy eie ondersoeke of deur enige ander bronne, dit blyk dat die bepalings van hierdie Ooreenkoms oortree is, moet die volgende prosedures in werking gestel word:

- (a) Die Sekretaris van die Raad moet 'n aangewese agent aanstel om die oortreding te ondersoek;
- (b) Indien, na voltooiing van sodanige ondersoek, die agent van mening is dat 'n oortreding van hierdie Ooreenkoms begaan is, mag die agent probeer om die nakoming van die Ooreenkoms te verkry deur middel van versoening;
- (c) Na afloop van die versoeningsproses, moet die agent 'n verslag aan die Sekretaris van die Raad voorlê, wat die uitslag van die versoening uiteensit en die stappe aandui wat gebruik is om die nakoming van die Ooreenkoms te verseker;
- (d) By ontvangs van die verslag mag die Sekretaris van die Raad;
 - (i) van die agent verwag om verder ondersoek in te stel;
 - (ii) die aangeleentheid ingevolge hierdie Ooreenkoms verwys vir arbitrasie; of
 - (iii) sodanige ander stappe neem as wat hy as redelik sou beskou.
- (e) Indien die Sekretaris van die Raad besluit om die aangeleentheid vir arbitrasie te verwys, moet hy 'n arbiter aanstel om die saak aan te hoor.
- (f) Die arbiter, in oorleg met al die partye wat 'n wettige belang by die uitslag van die arbitrasie het, moet die tyd, datum en plek bepaal vir die arbitrasieverhoor.
- (g) Die Sekretaris van die Raad moet kennisgewings beteken op alle partye, wat wetlik 'n belang het by die uitslag van die arbitrasie, wat die tyd, datum en plek van die arbitrasie verhoor, aandui.
- (h) Enige party wat wetlik 'n belang by die uitslag van die arbitrasie het, het die reg om:
 - (i) getuienis te lewer;
 - (ii) getuies te roep;
 - (iii) die getuies van beide partye te ondervra;
 - (iv) slotaanmerkings aan die arbiter voor te hou;
 - (v) verteenwoordig te wees deur 'n wetspraktisyn of medewerker of 'n ampsdraer of beampte van sy/haar vakbond of werkgewersvereniging en, indien die party 'n regspersoon is, deur 'n direkteur of werknemer daarvan.
- (i) Die arbiter beskik oor die volgende magte:
 - (i) Om te bepaal of daar 'n oortreding van die Ooreenkoms was.
 - (ii) Om 'n toepaslike toekenning te maak wat uitvoering aan die kollektiewe Ooreenkoms gee, asook die nakoming daarvan verseker.
 - (iii) Om die toepaslike vorm van en die prosedure wat tydens die arbitrasieverhoor gevolg moet word, te bepaal.
 - (iv) Om 'n bevel uit te reik betreffende die kostes wat hy as toepaslik beskou.
 - (v) Om 'n toekenning te maak in die afwesigheid van die party wat na bewering die Ooreenkoms oortree het as—
 - (aa) sodanige partye in gebreke gebly het om die verhoor by te woon of daar verteenwoordig te word;
 - (ab) bewys gelewer is dat sodanige party in kennis gestel is van die verhoor: Met dien verstande dat kennis van die arbitrasieverrigtinge geag gegee te gewees het indien bewys gelewer kan word dat skriftelike kennisgewing gegee is aan sodanige party—
 - (A) deur middel van aangetekende pos versend aan sy laasbekende adres en 14 dae verstryk het vandat sodanige kennisgewing gepos is; of
 - (B) deur middel van faksversending na sodanige party se laasbekende faksnommer; of
 - (C) per hand afgelewer by sodanige party se laasbekende besigheids- of woonadres;
 - (ac) prima facie-bewyse aan die arbiter voorgelê is dat die betrokke party in gebreke gebly het om aan die vereistes van hierdie Ooreenkoms te voldoen.
 - (vi) Om enige arbitrasietoekenning deur hom of enige ander arbiter gemaak, te wysig of herroep indien goeie gronde voorgelê is. Sonder om in die algemeen die arbiter te beperk, het die arbiter hierdie mag indien—
 - (a) die toekenning verkeerdlik aangevra of verkeerdlik gemaak is in die afwesigheid van die party wat daardeur geraak word;

- (b) die toekenning dubbelsinnig is of ooglopend verkeerd of gebrekkig is, maar alleenlik om die dubbelsinnigheid, fout of leemte reg te stel;
 - (c) die toekenning gegee is as gevolg van 'n fout wat die partye by die prosedure in gemeen het.
 - (j) Enige toekenning wat deur 'n arbiter gemaak is, saam met enige redes daarvoor, sal op alle belanghebbende partye, deur die Raad beteken word;
 - (k) Die Sekretaris van die Raad mag by die Arbeidshof aansoek doen om die arbitrasietoekenning te laat omskep in 'n Arbeidshofbevel ingevolge artikel 158 (1) van die Wet op Arbeidsverhoudinge;
 - (l) Die bepalings van hierdie prosedures is bykomend by enige ander wetlike oplossing wat die Raad mag gebruik om te verseker dat die Ooreenkoms nagekom word.
- (2) **Prosedure vir die oplossing van geskille oor die toepassing of vertolking van hierdie Ooreenkoms:** (a) Enige persoon wat binne die toepassingsbestek van die Raad val, mag 'n geskil wat te doen het met die vertolking of toepassing van hierdie Ooreenkoms na die Raad verwys ingevolge die bepalings van hierdie Ooreenkoms.
- (b) As 'n geskil aldus na die Raad verwys word, moet hy poog om die geskil te besleg:
 - (i) deur versoening; en
 - (ii) indien die geskil na versoening onopgelos bly, moet die Raad 'n arbiter aanwys om die geskil te besleg. Die magte van die arbiter is dieselfde as in subklousule (1) hierbo.
 - (c) Die Sekretaris van die Raad mag aansoek doen om die toekenning 'n bevel van die Arbeidshof te maak ingevolge artikel 158 (1) van die Wet op Arbeidsverhoudinge.
- Geteken te Paarl op hede die 9de dag van Februarie 1998.

P. LE ROUX

vir die Boland Meesterbouers en Verwante Bedrywe Vereniging

W. C. CLIFT

vir die Master Masons' and Quarry Owners' Association (South Africa)

E. TYEMBILE

vir die Building, Construction and Allied Workers' Union

R. C. DAMON

vir die Building Workers' Union

T. MULONDO

vir die Construction and Allied Workers' Union

N. MAART

vir die South African Woodworkers' Union

G. KRIEL

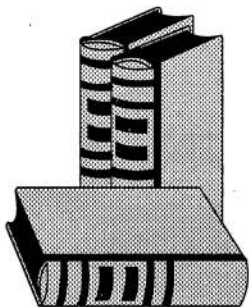
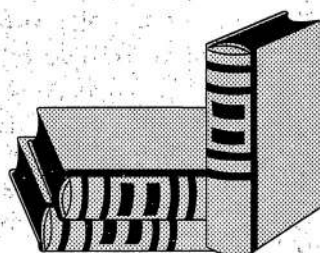
vir die South African Operative Masons' Society

[synde die partye tot die Bounywerheid Bedingingsraad (Kaap die Goeie Hoop)], in die teenwoordigheid van

J. J. KITSHOFF

Sekretaris.

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Department of Environmental Affairs and Tourism
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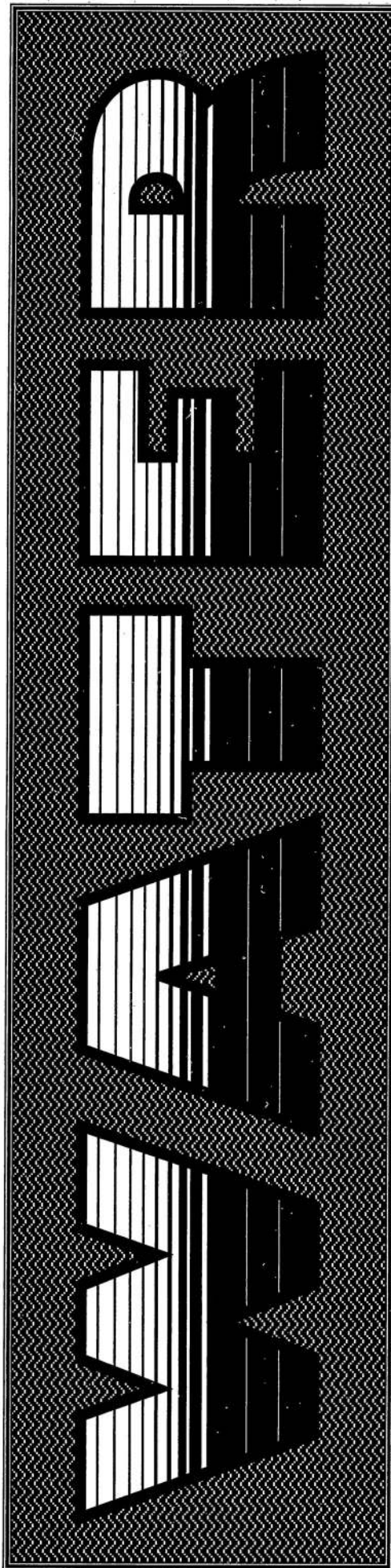
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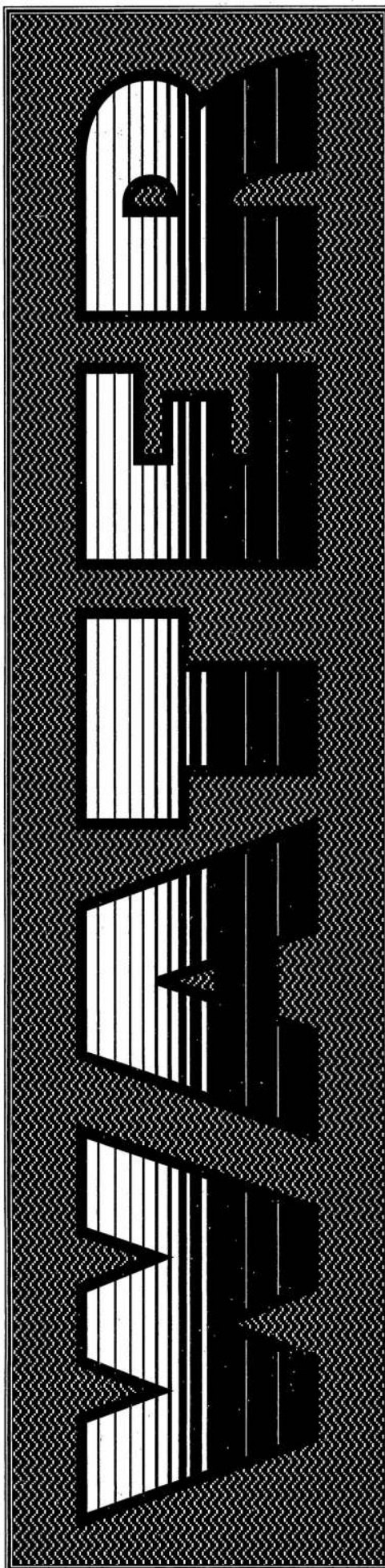


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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Tel: (012) 334-4507, 334-4511, 334-4509, 334-4515

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaat Sak X85, Pretoria, 0001
Tel: (012) 334-4507, 334-4511, 334-4509, 334-4515