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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1335

6 November 1998

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN): EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, 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 16 November 1998 and for the period ending 15 November 1999.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1335

6 November 1998

WET OP ARBEIDSVERHOUDINGE, 1995

BOUNYWERHEID BEDINGINGSRAAD (BLOEMFONTEIN): UITBREIDING VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die Kollektiewe Ooreenkoms wat in die Bylae by die Engelse kennisgewing hiervan verskyn, en wat in die Bounywerheid Bedingsraad 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 16 November 1998 en vir die tydperk wat op 15 November 1999 eindig.

M. M. S. MDLADLANA**Minister van Arbeid**

Nota: 'n Afrikaanse vertaling van die Bylae by die Engelse kennisgewing is op aanvraag beskikbaar by die Bounywerheid Bedingsraad (Bloemfontein)

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SCHEDULE**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)****COLLECTIVE AGREEMENT**

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

Construction Industries Association, Free State (formerly Bloemfontein Master Builders' and Allied Trades' Association)

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

Amalgamated Union of Building Trade Works of South Africa

Bouwerkersvakbond and

Construction and Allied Workers' 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 (Bloemfontein).

1. SCOPE OF APPLICATION

(1) The terms and conditions of this Agreement shall be observed—

(a) in the Magisterial District of Bloemfontein;

(b) by all employers and employees who are members of the employers' organisations or by all employees who are members of the trade union/s;

(c) by all employers and employees to whom the Minister of Labour may extend this Agreement;

(d) by all employers and employees who are directly or indirectly involved in the Building Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—

(a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, 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;

(c) working partners, directors and owners of a building-related business.

(3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to—

(a) clerical and administrative employees;

(b) university students and graduates in Building Science and to construction supervisors, construction surveyors, architects and other persons doing practical work in the completion of their academic training;

(c) casual employees as defined in clause 3, hereof;

(d) non-parties in respect of clauses 1 (1) (b), 2, 11 (5) and 16 (2) (c).

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour and shall remain in force for a period of one year.

3. DEFINITIONS

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

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

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

"agent" means any person appointed by the Council in terms of the provisions of section 33 of the Act;

"Agreement" means this collective Agreement;

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

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

"area" means any part or all the magisterial districts as referred to in clause 1 of this Agreement;

"artisan" means a skilled worker who has completed a trade test as determined by the Building Industries Training Board;

"basis of contract" means that the contract of employment of an employee shall be on a weekly basis and such employee shall be paid in respect of the hours worked during that week at the rate as prescribed herein;

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and their employees are associated for the purposes of erecting, completing, renovating, repairing, maintaining or altering, buildings and structures, and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the site of the building or structure or elsewhere, and shall include all work executed or carried out by persons therein;

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

"casual employee" means an employee who is employed by the same employer for no longer than four consecutive weeks;

"CCMA" means the Commission for Conciliation, Mediation and Arbitration, established in terms of section 112 of the Act;

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

"code of good practice" means a code of good practice issued by the Minister of Labour in terms of Schedule 8 of the Act;

"continuous employment" means an employee's period of uninterrupted employment with the same employer or with an employer to whom the contract of employment is transferred; such continuous employment shall not be interrupted during the time that an employee is absent from work in terms of an entitlement of leave, owing to suspension pending a disciplinary hearing, a lay-off, participation in protected industrial action or a public holiday;

"continuous process of work" means a specific piece of work which once it has been started, must be completed;

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

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

"Council" means the Bargaining Council for the Building Industry (Bloemfontein) as registered in terms of the Act;

"dangerous work" means any work classified as dangerous in the Occupational Health and Safety Act, 1993, and/or any municipal building regulation pertaining to the industry;

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

"Department" means the Department of Labour;

"designated agent" means any person appointed by the Council in terms of the provisions of Section 33 of the Act;

"dispute" includes an alleged dispute;

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

"emergency service" means any work that must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency that cannot be done during the ordinary hours of work prescribed in clause 7 (1) (a);

"employee" means—

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

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

"employers' organisation" means the registered employer organisations as referred to in the preamble of this Agreement;

"employment law" means—

- (a) the Labour Relations Act, 1995;
- (b) the Basic Conditions of Employment Bill, 1997;
- (c) the Unemployment Insurance Act, 1996;
- (d) the Guidance and Placement Act, 1981;

- (e) the Compensation for Occupational Injuries and Diseases Act, 1993; and any other Act, the administration of which has been assigned to the Minister.

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

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

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

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

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

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

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

"labour-only contract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than laid down in clause 5, and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

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

"levies" means any payment that the employer or employees are liable to make to the Council in terms of this Agreement; and

"contributions" has a corresponding meaning;

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

"ordinary hours of work" means the hours of work permitted in terms of clause 7 (1) of this Agreement;

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 7 (1);

"person" includes—

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

"piecework" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done: Provided that such earnings shall not be less than the remuneration earned for ordinary hours worked;

"prescribed wage" means that portion of the remuneration payable to an employee in terms of clause 8 (1) in respect of the ordinary hours laid down in clause 7 (1) (a): Provided that if an employer regularly pay an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 8, it means such higher amount; and for the purposes of this definition;

"regularly" means two consecutive payments;

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

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

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

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

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

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

"structure" includes walls, monuments, paving and temporary and permanent buildings;

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

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

"wage" means the amount of money paid or payable to an employee in terms of clause 8 (1) of this Agreement in respect of ordinary hours of work or the hours an employee ordinarily works;

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

"working week" means from Monday to Friday.

4. REGISTRATION OF EMPLOYERS

(1) Every employer in the Building Industry to whom this Agreement is applicable, and who has not yet registered with the Council, shall, within 30 days from the date on which this Agreement becomes effective, register with the Council and furnish the Council with all such information as may be required by the Council on the specified form.

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

(3) A certificate of registration, signed by either the Chairman or Secretary of the Council, shall be issued to each employer after complying with the requirements of the Council. Such certificate shall be the only proof of registration.

(4) An employer shall comply with all the terms and provisions of this Agreement and if this Agreement is silent on a certain issue, also with the terms and provisions of any employment law.

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

(6) An employer who does not pay to the Council the weekly levies and contributions payable by him and his employee on or before 30 days from due date, shall pay penalties as specified by the Council from time to time, as well as interest at the prime rate charged by the Council's bank, plus 2%, calculated from due date to date of actual payment.

5. LABOUR-ONLY SUBCONTRACTS

(1) For the purpose of this clause, the expression "labour-only subcontract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to provide a service or services to a contractor for an agreed sum or sums, which entails performing work that is normally carried out by skilled employees and/or general workers, where such person is not responsible for the payment to manufacturers or suppliers, who in the ordinary course of their business supply material to the Building Industry, for all materials to be used in the execution of such work.

(2) Any person who undertakes work in the Building Industry in terms of a labour-only subcontract shall, whether he is an employer or not, register with the Council as an employer or as if he were an employer in accordance with the provisions of clause 4. The main contractor shall be held responsible for ensuring registration of all labour-only subcontractors.

(3) Any contractor shall—

(a) keep a record of the following particulars in respect of each person to whom work is given out in a labour-only subcontract:

- (i) His first name and his surname;
- (ii) his trading name;
- (iii) his business address and/or residential address;
- (iv) his telephone number;

(b) upon being requested to do so by an agent, produce such records to the agent.

6. REGISTRATION OF EMPLOYEES

(1) All persons employed in the Building Industry shall, within four weeks from being allowed to perform work in the Industry, be registered with the Council. Employers and employees shall be jointly and severally responsible for ensuring that an employee who enters the Building Industry is duly registered with the Council.

(2) Every employee shall notify the Council of any change in particulars furnished on registration or of ceasing to work in the Building Industry, within 14 days of such change.

(3) The Council shall issue a registration card to each employee, which must be shown to an agent of the Council or any employer requesting proof of registration. Such registration card remains the property of the Council and the employee shall be required to retain such card at all times whilst engaged in work in the Building Industry.

(4) The Council shall bear the initial costs of an employee's registration card, but the employee shall be liable for the costs of the replacement of any lost registration card.

(5) An employee shall comply with all the terms and provisions of this Agreement and if this Agreement is silent on a certain issue, also with the terms and provisions of other employment law.

7. TERMS OF EMPLOYMENT

- (1) *Ordinary hours of work:* No employer shall without notifying the Council require an employee to work:
- (a) for more than five days in any week, Monday to Friday;
 - (b) on a Saturday, Sunday or a statutory holiday as well as during the builders' holiday specified in this Agreement;
 - (c) in the Magisterial District of Bloemfontein, more than eight hours from Monday to Friday (40 hours per week).
- (2) *Intervals:* (a) No employer shall require or permit an employee to work more than five continuous hours without a rest/meal interval. Such interval or intervals shall total a minimum of 30 minutes and a maximum of 60 minutes and shall not form part of ordinary working hours. The interval(s) shall be at such times as agreed between employer and employee.
- (b) An employer must allow an employee a daily rest period of at least 12 consecutive hours between ending and recommencing work, and a weekly rest period of at least 36 consecutive hours, which must include Sunday.
- (3) *Statutory public holidays:* (a) Public Holidays shall be as defined in the Public Holidays Act, 1994.
- (b) An employee who is not required to work on a public holiday that would normally be a working day, shall receive his normal daily remuneration in respect of that public holiday.
- (c) An employee who works on a public holiday falling on a day that otherwise is an ordinary working day, must receive his normal daily remuneration, plus the rate equal to his actual basic wage in respect of all hours worked on that day.
- (d) An employee who is required to work on a public holiday that falls on a Saturday or a Sunday shall be paid in accordance with normal overtime rates, and shall not be entitled to any additional payment on such a public holiday.
- (4) *Shiftwork:* (a) An employer may require his employees to work in shifts: Provided that no employee shall be required to work more than one nine-hour shift during any 24-hour period.
- (5) *Annual leave:* (a) Every employee shall be entitled to four weeks' leave during the annual builders' holidays, which shall commence on the Friday prior to 16 December each year, or any such alternative date as the Council may decide upon by not later than 30 June each year. The compulsory closing time each year will be from 23 December to 3 January, which forms part of the annual leave.
- (b) Notwithstanding the terms of subclause (7)(5)(a), an employee may agree with his employer to work during the annual builders' holidays and shall be entitled to the actual wage as well as the supplementary remuneration as prescribed in this Agreement, for any time worked during that period: Provided that such employee shall be entitled to four weeks' leave, or the remainder thereof, at another time during the year, as may be agreed upon between the employer and employee and provided the Council is notified of such mutual agreement in writing.
- (c) Employees shall receive leave pay on the last working day prior to the commencement of the builders' holiday in accordance with the contributions made on their behalf.
- (d) Leave pay shall be paid in accordance with the terms and conditions of the Holiday Fund referred to in clause 11 of this Agreement.
- (6) *Family responsibility leave:* Family responsibility leave shall be granted as prescribed in the Basic Conditions of Employment Act, 1997.
- (7) *Counselling, disciplinary and grievance procedures:* All employers shall have a Disciplinary and Grievance Procedure in place in conformity with the Act, alternatively must follow the guidelines as specified in the Council's Counselling, Disciplinary and Grievance Procedures, copies which can be obtained from the Council's offices. Employers shall ensure that all new employees be made aware of their Disciplinary and Grievance Procedures during their initiation period.
- (8) *Termination of contract of employment:* (a) Subject to the provisions set out hereunder, an employee who wishes to terminate his service and an employer who wishes to terminate the service of his employee shall give at least five working days' notice of such termination of employment where the employee has been employed for more than 65 working days. In the case of supervisory staff, the five working days' period of notice shall become effective after 22 working days of service: Provided that in this instance the parties may agree to a longer period of notice, in which case such agreement shall be in writing. Where an employee has worked for a shorter period than the above-mentioned respective periods, no period of notice of termination of employment shall be required.
- (b) Such notice shall be given in writing on a working day, and if the recipient of the notice is illiterate, it will be explained to him orally in a language understandable to him.
- (c) Notwithstanding the provisions of paragraph (a), either party shall be entitled to terminate the contract of employment without notice by making payment in lieu of the required notice, which payment shall include wages as well as all other benefits.
- (d) 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 deduct the appropriate notice pay from any monies due to the employee.
- (e) Where notice of termination of employment has been given, the employer will afford the employee 15 minutes before the normal time of finishing off on the last day of his service in order to collect and pack his tools and personal belongings.
- (f) The contract of employment shall be terminated only on grounds of misconduct or incapacity, or owing to operational requirements, and an employer shall adhere to the code of good practice as set out in Schedule 8 in the Act.

(g) Where a contract of employment is terminated, the employer shall furnish the employee with all documentation due to him, including a certificate of service, and his unemployment insurance card, showing the full names of the employer and the employee, the date of commencement and the date of termination of the contract and the wage earned by the employee on the date of such termination.

(9) *Retrenchment*: See section 189 of the Act.

(10) *Contracts of employment may not disregard or waive this agreement*: In terms of section 199 of the Act, no employer or employee is entitled to enter into any contract of employment that permits an employee to be paid remuneration and benefits that are less than those specified in this Agreement or which allows working conditions that are less favourable than those specified in this Agreement. Any such contract shall be deemed invalid.

8. REMUNERATION

(1) *Wages*: (a) *General*: No employer shall pay and no employee shall accept wages at rates lower than the following:

	Cents per hour
(a) Artisans	12,21
(b) General workers.....	4,60

Calculation of wages: The weekly wage of an employee shall be his hourly wage multiplied by 40, in the case of artisans and all other categories of employees.

(b) "Across-the board" increase for all categories shall be 10% of the actual wage. Nobody will receive less than the minimum prescribed wage.

(2) *Supplementary remuneration and contributions*: (a) Except in respect of a casual employee, every employer shall pay each week to the Secretary of the Council in respect of each category of employee, as stipulated below, the total sum prescribed in Column J hereunder: Provided that such sum shall be allocated as set out hereunder:

(i) Holiday Fund.....	Column A
(ii) Pension Scheme Contributions	Column B
(iii) Sick Fund Contributions	Column C
(iv) Medical Aid Fund Contributions.....	Column D
(v) Contributions to Bargaining Council Expenses	Column E
(vi) Wage Guarantee Insurance.....	Column F
(vii) Stabilization Fund	Column G
(viii) Life Assurance Scheme	Column H
(ix) Provident Fund for General Workers.....	Column I
(x) Total sum	Column J

Employers	Per week									
	A	B	C	D	E	F	G	H	I	J
	R	R	R	R	R	R	R	R	R	R
All employees earning R12,21 up to and including R14,47 p h.....	50,00	60,40	1,24	25,05	2,40	0,45	1,00	—	—	140,54
All employees earning R14,48 and more p h.....	59,20	70,80	1,24	25,60	2,40	0,45	1,00	—	—	160,69
All employees earning R4,60 up to and including R5,91 p h.....	18,80	—	0,55	—	2,40	0,45	0,90	0,45	0,155	23,70
All employees earning R5,92 up to and including R7,25 p h.....	24,00	—	0,55	—	2,40	0,45	0,90	0,45	0,155	28,90
All employees earning R7,26 up to and including R8,86 p h.....	29,60	—	0,55	—	2,40	0,45	0,90	0,45	0,155	34,50
All employees earning R8,87 up to and including R10,46 p h.....	36,40	—	0,55	—	2,40	0,45	0,90	0,45	0,155	41,30
All employees earning R10,47 up to and including R12,20 p h.....	42,80	—	0,55	—	2,40	0,45	0,90	0,45	0,155	47,70

(b) Except in respect of a casual employee who works for an employer for less than four weeks, every employer shall deduct each week from the remuneration due to each employee, as stipulated below, the amount prescribed in Column I hereunder: Provided that such sum shall be allocated as set out hereunder:

i	Holiday Fund.....	Column A
ii	Pension Scheme Contributions	Column B
iii	Sick Fund Contributions	Column C
iv	Medical Aid Fund Contributions.....	Column D
v	Contributions to Bargaining Council Expenses	Column E
vi	Wage Guarantee Insurance.....	Column F
vii	Provident Fund for General Workers.....	Column G
viii	Stabilization Fund	Column H
ix	Total sum	Column I

Employees	Per week								
	A	B	C	D	E	F	G	H	I
	R	R	R	R	R	R	R	R	R
All employees earning R12,21 up to and including R14,47 p h	50,00	60,40	1,24	25,05	2,40	—	—	1,00	140,09
All employees earning R14,48 and more p h	59,20	70,80	1,24	25,60	2,40	—	—	1,00	160,24
All employees earning R4,60 up to and including R5,91 p h	18,80	—	0,55	—	2,40	0,45	12,91	0,90	36,01
All employees earning R5,92 up to and including R7,25 p h	24,00	—	0,55	—	2,40	0,45	12,91	0,90	41,21
All employees earning R7,26 up to and including R8,86 p h	29,60	—	0,55	—	2,40	0,45	12,91	0,90	46,81
All employees earning R8,87 up to and including R10,46 p h	36,40	—	0,55	—	2,40	0,45	12,91	0,90	53,61
All employees earning R10,47 up to and including R12,20 p h	42,80	—	0,55	—	2,40	0,45	12,91	0,90	60,01

(c) Every employer shall, in addition to any remuneration to which an employee may be entitled in terms of clause 8 (1), pay such employee the total sum prescribed in Column G hereunder:

i	Holiday Fund.....	Column A
ii	Pension Scheme	Column B
iii	Sick Fund.....	Column C
iv	Medical Aid Fund	Column D
v	Stabilization Fund	Column E
vi	Provident Fund	Column F
vii	Total sum	Column G

Employees	Per week						
	A	B	C	D	E	F	G
	c	c	c	c	c	c	c
All employees earning R12,21 up to and including R14,47 p h	1,25	1,51	2,0	,415	,025	—	3,22
All employees earning R14,48 and more p h	1,48	1,77	2,0	,425	,025	—	3,72
All employees earning R4,60 up to and including R5,91 p h	0,47	—	1	—	0,225	,155	0,66
All employees earning R5,92 up to and including R7,25 p h	0,60	—	1	—	0,225	,155	0,79
All employees earning R7,26 up to and including R8,86 p h	0,74	—	1	—	0,225	,155	0,93
All employees earning R8,87 up to and including R10,46 p h	0,91	—	1	—	0,225	,155	1,10
All employees earning R10,47 up to and including R12,20 p h	1,07	—	1	—	0,225	,155	1,26

(3) *Casual employees:* (a) An employer shall pay a casual employee in respect of each hour or part of an hour worked by him on any day, other than a paid holiday or Sunday, not less than the prescribed minimum wage as set out in subclause (1) (a).

(b) An employer may pay an employee more than the minimum wage prescribed in subclause (1) (a) above: Provided that no party to this Agreement may embark upon industrial action to compel an employer to pay more than such minimum wage.

(4) *Overtime:* An employee shall be entitled to payment in respect of overtime worked in excess of five hours per week more than the ordinary hours of work, as follows:

(a) *General:* An employer shall not work or require or allow an employee to work overtime: Provided that three hours' overtime may be worked daily in excess of the ordinary hours prescribed in clause 7 (1) (a) without the permission of the Council. Permission to work overtime in excess of three hours per day shall first be obtained by the employer from the Council in writing. Written permission to work overtime on essential services shall also be obtained by the employer from the Council prior to commencing such work. In the case of emergency work, overtime may be worked without prior permission of the Council: Provided that the employer shall report such work to the Council within the first four hours of the next working day after such emergency has arisen. For the purposes of this Agreement, all time worked in excess of the number of ordinary hours of work specified in clause 7 shall be deemed to be overtime. An employee shall be paid for overtime at overtime rates only after having completed 45 hours per week at his rate of wages, except in the case where an employee has started with an employer during such week and for that reason has not been able to complete 45 hours' ordinary time: Provided further that time lost with his employer's permission or covered by a medical certificate shall, for the purposes of this proviso, be deemed to be time worked: Provided further that the above shall not apply to an employee who is patrolling premises and guarding property.

(b) *Payment for overtime:* An employee who is required to work any time outside the hours as prescribed in clause 7 (1) (a) shall be paid—

- (i) at his rate of wages for the first five hours, overtime worked per week;
- (ii) at his rate of wages plus on third thereof for every hour worked in excess of 45 hours per week;
- (iii) at one and a half times his rate of wages for all overtime in excess of 50 hours per week, except any day which may be worked in lieu of another day as mutually agreed.

(c) *Payment for work on Sundays:* An employer shall pay an employee at least double the rate of his wage, unless otherwise stated in the certificate of exemption, for all time worked.

(d) *Minimum hours:* The ordinary hours of work plus overtime shall not exceed 55 hours per week.

(5) *Allowances:* (a) An employee who is required to work away from his/her residence and who cannot return home after each working day, shall be paid a living away allowance of R10, per day in respect of each night spent away from his residence.

(b) *Wage guarantee insurance:* (a) Every employer active in the Building Industry at the date on which this Agreement comes into operation, shall pay to the Council in respect of each employee an amount as prescribed in clause subclause (2) (b) (vi).

(b) The Council shall use these contributions to bring about an insurance agreement with Fedsure Life Assurance Limited, in order to guarantee the amounts described hereunder:

- (i) Four weeks' wages as prescribed in subclause (1);
- (ii) four weeks' supplementary remuneration and contributions payable by an employer as prescribed in subclause (2) (a) of this Agreement.

(c) The Council shall, on application from an employer for whom a guarantee is being kept, reimburse such guarantee.

(d) Any surplus amount collected shall be paid over by the Council to the Stabilization Fund for the Building Industry, Bloemfontein.

9. WAGE PAYMENT PROCEDURE

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

- (i) in weekly, fortnightly or monthly intervals, as the case may be;
- (ii) in South African currency in cash, by cheque or by means of an electronic bank transfer, as the case may be;
- (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 an 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 by the employer shall receive payment of the appropriate wage and all additional benefits to which he is entitled on or before the end of the working day on which his services are terminated.

(d) An employee who terminates his services with the employer, shall receive payment of the appropriate wage and all additional benefits to which he is entitled to, on the first pay day following the date of termination of his services.

(e) Every employer shall provide each employee with a payslip/wage envelope indicating the employer's name, the name and occupation of the employee, the period for which payment is made, the employer's pay number, the calculation of the employee's gross remuneration, overtime payments, deductions, allowances and net remuneration.

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

(g) An employer shall, at the request of an employee, provide him with proof that the contributions towards the various medium and long-term benefit funds have in fact been paid over to the Council, within 14 days from date of such request.

(h) An employer may not, in terms of Section 199 (1) (a) of the Act, pay an employee remuneration that is less than that prescribed in this Agreement.

(2) *Records to be kept:* (a) Every employer shall keep the following records for a minimum period of three years:

- (i) all time, wage and pay registers;
- (ii) Department of Finance IRP2 forms for all employees;
- (iii) grievance and disciplinary records and notices;
- (iv) a copy of this Collective Agreement and any amendments thereto;
- (v) any arbitration awards; and
- (vi) details of any protected and unprotected industrial action involving its employees.

(b) The employer shall be compelled to submit all or any of these records in their original form or a certified reproduced form in response to a demand made at any reasonable time by the Council's designated agent(s) or any person whose functions in terms of the Act include the resolution of disputes, and shall be entitled to receive a receipt for it.

10. SAFETY PROVISIONS

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

(2) *Lock-ups and storage of tools:* (a) Except in the case of jobbing work, an employer shall—

- (i) provide a lock-up on every job and every workshop for locking up employees' tools;
- (ii) be responsible for keeping lock-ups properly and/or securely locked outside normal working hours;
- (iii) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups and workshops, or owing to fire, and such tools shall be insured by an employer against such loss or damage.

(b) If an employer—

- (i) fails to provide or maintain a lock-up in terms of paragraph (a) (i) and (ii); or
- (ii) fails to insure the tools of an employee against loss and/or damage by fire in terms of paragraph (a) (iii),

such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools.

(c) An employee wishing to claim compensation from his employer for lost tools shall lodge a written application with the Council in such form as the Council may determine: Provided that no application shall be considered unless an applicant has—

- (i) prior to the loss furnished the employer with a written inventory of the tools placed in the lock-up concerned;
- (ii) reported the loss of his tools to the Police as soon as practicable; and
- (iii) supplied the Council with such relevant information as the Council may require.

(d) The provisions of paragraph (b) in relation to the loss of tools, other than the loss or damage of tools by fire, shall not apply in respect of an employer, unless such tools are stored in a toolbox that is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools: Provided that—

- (i) the placing by an employee in lock-ups of tools that are not normally stored in boxes by reason of their length, shape, size or any other similar feature, shall be deemed to be in compliance with the requirements of this clause; and
- (ii) in the event of such tools as referred to in proviso (i) above being lost by theft, and employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of paragraph (b).

(e) Subject to the foregoing provisions, an employee shall be responsible for placing his tools in a toolbox and for keeping such toolbox properly locked.

(f) The decision of the Council under the provisions of this clause in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee for tools lost by fire or any other cause shall be final.

(g) An employee doing artisan's work and supplying his own tools shall ensure that his tools are properly marked with his name, and shall furnish his employer with an inventory of the said tools. These employees are required to supply their own toolboxes, which can be properly locked and in which all tools can be stored when not used, except tools which cannot fit in the toolbox because their length, size or shape.

(3) *Shelter and ablution facilities*

- (a) *Shelter:* The employer shall provide suitable accommodation in which employees may take shelter during inclement weather.
- (b) *Ablution facilities:* The employer shall provide proper and adequate ablution facilities. Such facilities shall comply with the relevant municipal by-laws and shall be supervised and cleaned on a daily basis to ensure cleanliness.

11. HOLIDAY FUND

(1) The purpose of the Holiday Fund is to provide eligible employees with leave pay for the period of annual leave as set out in terms of clause 7 (5) (a).

(2) The Building Industry Holiday Fund (hereinafter referred to as the "Holiday Fund"), established in terms of the Agreement published under Government Notice 1926 of 20 November 1959, is continued by this Agreement.

(3) An employer shall contribute and pay to the Council an amount of 20 working days' wages, inclusive of public holidays in the annual builders' holiday. An additional one week's bonus will be added. It will all form part of the employers' weekly contribution to the Holiday Fund.

(4) The amounts paid to the Council in terms of subclause (3) shall be paid by the Council into a special Holiday Fund account and the Council shall invest the amounts to the credit of the Holiday Fund from time to time with a bank or recognised financial institution. Any interest accruing from such investments shall be the sole property of the Council as compensation for the administration of the Holiday Fund.

(5) Notwithstanding the provisions of subclause (4) the employers' organisation(s) concerned shall be entitled to all interest earned on payments made by the members of their organisation(s), which interest shall after the completion of a proper audit, and after the deduction of a 5% collection and administration fee by the Council, be paid annually by the Council to the employers' organisation(s).

(6) Claims submitted for payment of an employee's holiday benefits later than six months after the date as set out in subclause (8) hereof, shall be accompanied by written reasons for such late claim.

(7) After payment of all claims against the Holiday Fund, including administration expenses, all the monies remaining to the credit of the Fund, including unclaimed Holiday Fund benefits, shall be paid into the general funds of the council after a period of six months. Claims received after six months shall, however, still be considered.

(8) The Council shall pay such holiday pay benefits to which the employee becomes entitled by means of a cheque on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period. No order or authority for payment to a third party shall be recognised, unless authorised by the employee in writing.

(9) An employee shall not be entitled to claim for any holiday benefits prior to the day prescribed in subclause (8) hereof. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee, the amount due to him from the Holiday Fund shall be paid to his beneficiary or estate by cheque drawn in favour of such beneficiary or estate, upon the employee's registration card being lodged with the Council.

(10) In the event of the expiration of this Agreement by effluxion of time or cessation or for any other reason, the Holiday Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Holiday Fund was created.

(11) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Registrar of Labour Relations may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides, and the Holiday fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of the committee being unable or unwilling to discharge its duties or in the event of a deadlock that renders the administration of the Holiday Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee to carry on the duties of the committee. Such trustee shall possess all the powers of the committee for such purpose. If there is no Council in existence upon the expiration of this Agreement, the Holiday Fund shall be liquidated by the committee or the trustee, as the case may be, in a manner set forth in the Act, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Holiday Fund shall be distributed as provided for in the Act as if it formed part of the general funds of the Council.

12. PENSION AND PROVIDENT FUNDS

(1) *Pension Fund:* (a) The purpose of the Bloemfontein Building Industry Pension Fund (hereinafter referred to as the "Pension Fund") is to provide artisans with retirement, death, disability, withdrawal and funeral benefits.

(b) The pension fund negotiated with Fedsure Life Assurance Limited (Registration number 12/8/7944), which commenced on 17 November 1969, is continued herewith and copies of the documents containing detailed information regarding the Pension Fund shall be lodged with the Director General Department of Labour.

(c) The Council shall from time to time appoint representatives from each party to represent the Council on Fedsure Life Assurance Limited's Board of Trustees.

(d) Membership of the Pension Fund shall be compulsory for all employees for whom wages are prescribed in clause 8 (1) (a) (i) of this Agreement.

(e) Benefits accruing under the Pension Fund shall not be transferable and shall not be pledged. Provided an employee qualifies in terms of the rules of the Fund, he may borrow such amounts as may be allowed by the Fund against the withdrawal value of his Pension Fund for the sole purpose of purchasing/renovating fixed property in his own name.

(f) The total amount shall be contributed by the employer towards the Pension Fund.

(g) An amount of 63c per week shall be contributed by the employer towards the Funeral Fund, which forms part of the Pension Fund.

(h) Contributions shall be paid by the employer to the Council on a weekly, fortnightly or monthly interval basis, depending on the wage interval, and the Council shall pay the same over to Fedsure Life Assurance Limited on a monthly basis. The Council shall be entitled to a 10% collection fee to cover its administrative costs.

(i) The Council shall issue a receipt in respect of contributions received, which receipt may be a combined voucher of all benefit contributions received for employees.

(j) An employee may make application for the surrender value payment of his Pension Fund contributions, as determined by the rules of the Fund from time to time.

(2) *Provident Fund:* (a) The purpose of the Bloemfontein Building Industry Provident Fund (hereinafter referred to as the "Provident Fund") is to provide eligible employees (excluding artisans) with retirement, death, disability, withdrawal and funeral benefits.

(b) The provident fund negotiated with Fedsure Life Assurance Limited (Registration Number 12/8/25953), which commenced on 7 January 1991, is continued herewith and copies of the documents containing detailed information regarding the Provident Fund shall be lodged with the Director-general, Department of Labour.

(c) The Council shall from time to time appoint representatives from each party to present the Council on Fedsure Life Assurance Limited's Board of Trustees.

(d) Membership of the Provident Fund shall be compulsory for all employees for whom wages are prescribed in clause 8 (1) (a) (ii) of this Agreement.

(e) Benefits accruing under the Provident Fund shall not be transferable and shall not be pledged. Provided an employee qualifies in terms of the rules of the Fund, he may borrow such amount as may be allowed by the Fund against the withdrawal value of his Provident Fund for the sole purpose of purchasing/renovating fixed property in his own name.

(f) The amount contributable to the Provident Fund shall increase by 15%, to R12,42 per week and shall be paid over to the Provident Fund. The Provident Fund contribution shall be on a 50% employer and 50% employee basis and shall be increased yearly with not less than the same percentage as the minimum wage increase.

(g) An additional amount of 49c per week shall be contributed by the employer towards the Funeral Fund, which forms part of the Provident Fund.

(h) Contributions shall be paid by the employer to the Council on a weekly, fortnightly or monthly interval basis, depending on the wage interval, and the Council shall pay the same over to Fedsure Life Assurance Limited on a monthly basis. The Council shall be entitled to a 10% collection fee to cover its administration costs.

(i) The Council shall issue a receipt in respect of contributions received, which receipt may be a combined voucher of all benefit contributions received for employees.

(j) An employee may make application for the surrender value payment of his Provident Fund contributions, six months after leaving the Industry.

13. MEDICAL AID FUND

(1) The Fund known as the Building Industry Medical Aid Fund established under Government Notice No. R. 3688 of 7 November 1969 is hereby continued.

(2) *Objects:* The objects of the Medical Aid Fund shall be—

(a) to assist members and their dependants in regard to the cost of—

(i) medical, dental, paramedical, surgical and optical services;

(ii) the supply of medicines;

(iii) the supply of medical, dental, surgical and optical requirements or appliances;

(iv) accommodation in a hospital or nursing home;

(v) any other service as may be specified in the rules from time to time;

- (b) to take such measures and do such things as the Council deems necessary for the prevention of sickness or accidents and for the improvement and promotion of health among members, dependants and persons employed or engaged in the Industry;
- (c) without in any way detracting from or interfering with a member's free choice of service, to contract or negotiate a preferential tariff—
 - (i) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;
 - (ii) with any other person, body, institution or authority in respect of paramedical services as may be specified in the rules from time to time;
- (d) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects;
- (e) to enter into an agreement with any other medical scheme or schemes to provide for the reciprocity of benefits in respect of members, or dependants of members, transferring from the Fund to such medical scheme or schemes, and vice versa.

(3) *Membership of the Fund:* (a) Membership of the Fund shall be compulsory for all employees who earn at least an artisan's wage and those employees who on the date of coming into operation of this Agreement are members of the Fund.

(b) Persons other than those referred to in paragraph (a) hereof who are directly employed or engaged in the Industry may, in the discretion of the Council, be admitted to membership, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(c) An employee with at least 26 contributions in the immediate cycle of 30 weeks prior to a claim shall be entitled to claim for medical expenses for him and his immediate family members/dependants.

(4) *Administration of the Fund:* The Fund shall be administered by the Council in accordance with the rules specified for the purpose by the Council.

(5) *Expenditure of the Fund:* The Council shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that year and shall reimburse the Council with the amount thereof.

(6) *Benefits paid in error:* If any member and/or his dependant has received benefits to which he is not entitled under the provisions of this clause or the rules of the Medical Aid Fund, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Council deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such member and/or his dependant of the repayment of the whole amount.

(7) *Payment of benefits:* Payment of benefits shall be made in respect of members and their dependants in accordance with the rules of the Fund.

14. BUILDING INDUSTRY SICK FUND

(1) The Fund known as the Building Industry Sick Fund established under Government Notice R. 3688 of 7 November 1969 is hereby continued.

(2) An employee with at least 26 contributions in the immediate cycle of 30 weeks prior to a claim shall be entitled to sick pay for himself only.

(3) An employee who by reason of sickness or accident is unable to perform his work for a period exceeding one working day, shall be entitled to sick pay for working days only, from day one, upon submission of a claim form as well as a medical certificate.

(4) *Objects:* The objects of the Sick Fund shall be—

- (a) to compensate members for loss of earnings arising out of sickness or accident;
- (b) to compensate employees for the loss of their tools by theft from lock-ups and workshops: Provided that if an employee loses his tools owing to the acts or omissions described in clause 10 (2) (a) of this Agreement, the employer of such employee shall be responsible for the total value of such lost tools.

(5) *Membership of the Fund:* Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 8 (1) (a).

(6) *Administration of the Fund:* (a) The Fund shall be administered by the Council.

(b) The Sick Fund shall be administered in accordance with the provisions of the rules of the Fund.

(7) *Expenditure of the fund:* The Council shall as soon as possible after the end of every financial year determine the value of the services rendered to the Fund by the Council during that financial year and shall reimburse the Council with the amount thereof.

(8) *Benefits paid in error:* If a member has received benefits to which he is not entitled under the provisions of this clause, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Council deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such employee of the repayment of the whole amount.

(9) *Payment of benefits:* Benefits accruing to members shall be of the nature and to the extent specified in the rules of the Fund.

15. STABILIZATION FUND

(1) *Objects of the Fund:* The objects of the Stabilization Fund shall be to promote stability of employment in the Building and Monumental Masonry Industries and to that end to do such things as may be necessary to minimise the effect of lost time suffered by members, including—

- (a) the granting of financial assistance based on contributions and earnings normally prescribed by this Agreement in terms of the rules;
- (b) the provision of facilities to promote continuity of employment and to reduce the incidence of lost time resulting from the changes in employment and because of inclement weather.

(2) *Membership of the Fund:* Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 8 (1).

(3) *Administration of the Fund:* (a) The Fund shall be administered by the Council.

(b) The Stabilization Fund shall be administered in accordance with the provisions of the rules of the Fund.

(4) *Expenditure of the Fund:* The Council shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that financial year and shall reimburse the Council with the amount thereof.

(5) *Benefits paid in error:* If a member has received benefits to which he is not entitled under the provisions of this clause, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Council deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such employee of the repayment of the whole amount.

(6) *Payment of benefits for inclement weather:* Payment equal to 80% of basic wage shall be payable. Workers must report for work, and shall be the prerogative of the employer to decide on work stoppage. Payment for loss of wages owing to inclement weather shall be paid by the employer to the employee on the next pay day, which amount shall then be claimed by the employer from the Stabilization Fund.

16. TRADE UNION RIGHTS

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

(2) *Trade union membership fees:* (a) Each trade union who is a party to the Council shall submit to the Council written proof of membership of each employee who is a member of that trade union, which proof shall include an annual listing of members who are in benefit.

(b) An employer shall deduct an amount of R1,75 per week from the wage of an artisan who qualifies in terms of clause 8 (1) (a) (i), and pay it over to the Council. If contributions have been deducted from an employee's wage who is not a trade union member, such amount shall be refunded to the employee.

(c) The Council shall pay over to the respective trade union(s) all such amounts collected on a monthly basis, less a collection fee of 5%, which shall accrue to the general funds of the Council.

17. DESIGNATED AGENTS

(1) The Minsiter may appoint one or more persons as designated agents in terms of section 33 (1) of the Act to help enforce this Agreement and the secretary of the Council shall provide each designated agent with a certificate signed by the Secretary of the Council stating that the agent has been appointed in terms of the Act.

(2) An agent shall have all the rights and powers conferred on him in terms of section 33 (3) and section 142 of the Act and shall act in accordance with a code of conduct as specified by the Council from time to time.

(3) An agent shall have the right to enter any workplace or premises, subpoena any person for questioning, institute and complete enquiries and interviews, and examine all such documents, books, wage sheets, payment records and financial records, and to do all such acts, as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

(4) The agent, in the course of fulfilling his duties, may take with him an interpreter to assist in the investigation.

(5) a person shall be guilty of contempt if he makes a false statement or hinders an agent during the course of his investigations or commits any act prohibited in terms of section 142 (8) of the Act. Such contempt may be referred to the Labour Court for an appropriate order.

18. DISPUTE RESOLUTION PROCEDURE

(1) If there is a dispute about the interpretation or application, including enforcement, of any provision of this Agreement, any party to the dispute may refer the dispute in writing to the Council within 30 days from the date on which the dispute came into existence.

(2) The party who refers the dispute shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute.

(3) The Council shall attempt to resolve the dispute through conciliation, using a suitably qualified conciliator. Within 14 days of such referral, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved.

(4) If the dispute remains unresolved after 30 days, or if any party is aggrieved by the Council's decision referred to in subclause (3) above, such party may request the Secretary of the Council to refer the dispute to arbitration by an accredited agency appointed by the Council in terms of section 52 of the Act.

(5) The arbitrator shall have the power to decide upon the procedure which he will follow at the hearing of the arbitration, and shall, in his discretion, be entitled to make an award in respect of the parties' and the Council's costs of the arbitration in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding on all parties.

19. EXPENSES OF THE COUNCIL

(1) The amounts paid or payable by employers in terms of clause 8 (2) (a) of this Agreement and subclause (2) hereof shall accrue to the general funds of the Council, which funds shall be vested in and be administered by the Council.

(2) Subject to the provisions of subclause (3) hereof, every employer shall pay weekly to the Secretary of the Council an amount of R2,40 in respect of each of his employees for whom wages are prescribed in clause 8 (1) (a) and apprentices: Provided that—

- (i) no payment shall be made in respect of an employee who has worked for an employer for less than 16 hours in any week;
- (ii) where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(3) An employer may deduct week by week from the earnings of each of his employees referred to in clause 8 (2) (c) an amount of 20 cents: Provided that—

- (i) not more than one such deduction shall be made from the earnings of an employee in any week;
- (ii) no deduction shall be made from the earnings of an employee who has worked for an employer for less than 16 hours in any week;
- (iii) where an employee is employed by two or more employers during the same week, the deduction in respect of that week shall be made by the employer by whom he was first employed during the week for not less than 16 hours.

20. ACCOUNTING AND AUDITING

(1) The Council shall ensure that proper books of account and records are kept in its financial affairs in accordance with acceptable accounting practises in respect of each of the funds administered by the Council and that an annual audit of each of the individual funds be performed in accordance with the provisions of the Act and the Council's Constitution.

(2) The Council shall ensure compliance with section 53 of the Act.

(3) All audited statements and annual reports of the Council and its various funds shall be lodged with the Registrar of Labour Relations annually and shall also be available at the offices of the Council for inspection by contributors to the various funds to ensure accountability and transparency within the administration of the Council.

(4) The members of the Council or its management committee or its officials shall not be liable for any debts and liabilities of the Council or any of its funds, and they are hereby indemnified by the Council against all losses and expenses incurred by them in the bona fide lawful discharge of their duties.

21. EXEMPTIONS

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

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

(3) All applications 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, shall be included with the application.

(4) The General Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next meeting of the Council for consideration.

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

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

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

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

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

- (a) The written and verbal substantiation provided by the applicant.
- (b) 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.
- (c) The scope of exemption required.
- (d) The infringement of basic conditions of employment rights.
- (e) The fact that a competitive advantage is not created by the exemption.

(f) The viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability.

(g) The extent to which the proposed exemption undermines collective bargaining and labour peace in the Building Industry.

(h) Any existing special economic or other circumstances which warrant the granting of the exemption.

(i) Cognisance of the recommendations contained in the *Report of the Presidential Commission to Investigate Labour Market Policy*.

22. GENERAL

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

(2) *Notice boards:* Every employer shall wherever building operations are being carried out by him that are of more than one month's duration, display in a conspicuous place accessible to the public, a notice-board of a size not less than 60 cm by 45 cm showing the business name and business address of such employer: Provided that where more than one employer operates on a site, the above particulars of all such employers may be shown on one combined notice-board.

Thus done and signed at Bloemfontein on this 30th day of March 1998, for and on behalf of the Construction Industries Association (Free State).

S. J. FLETCHER

On behalf of the Construction Industries Association (Free State)

L. BOTES

On behalf of the Amalgamated Union of Building Trade Workers

N. MOHAPI

On behalf of the Construction and Allied Workers' Union

I. J. ELS

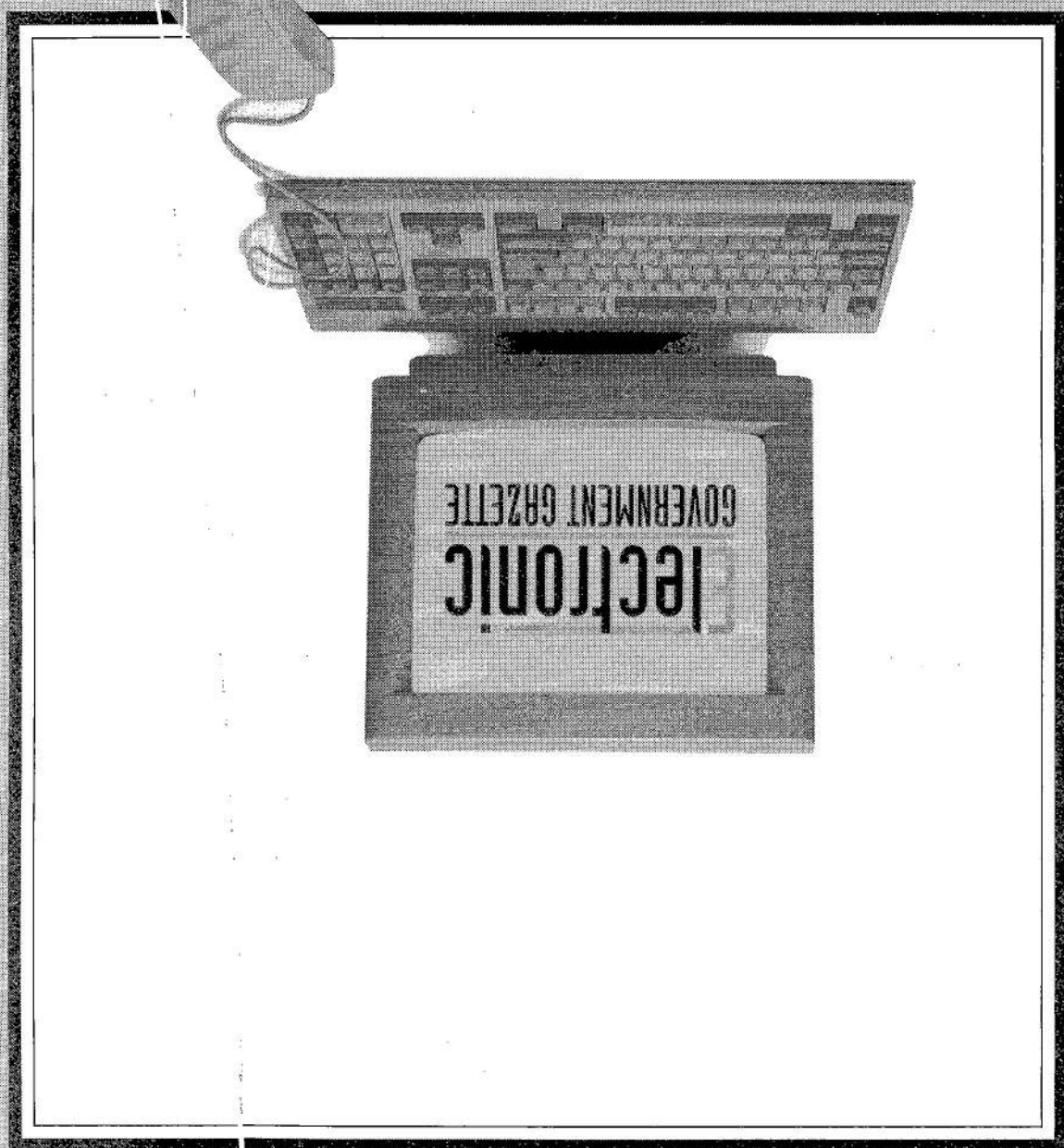
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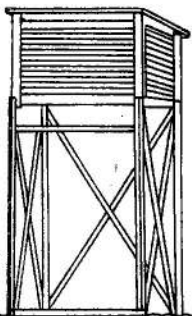
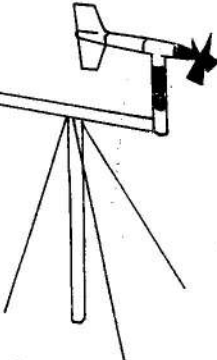
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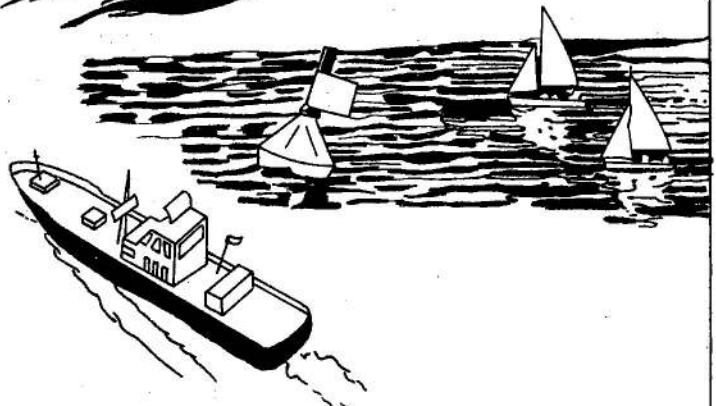
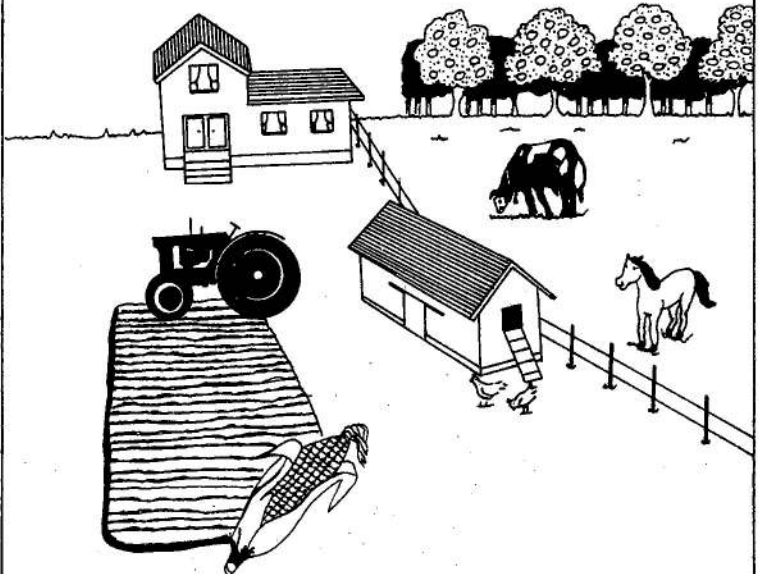
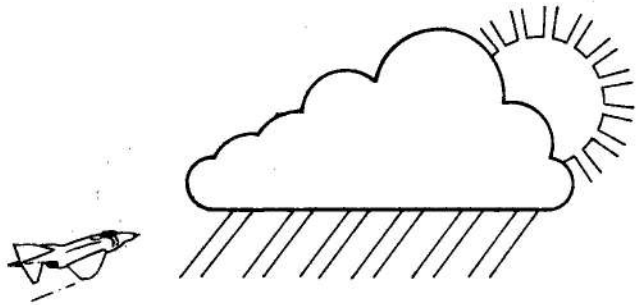
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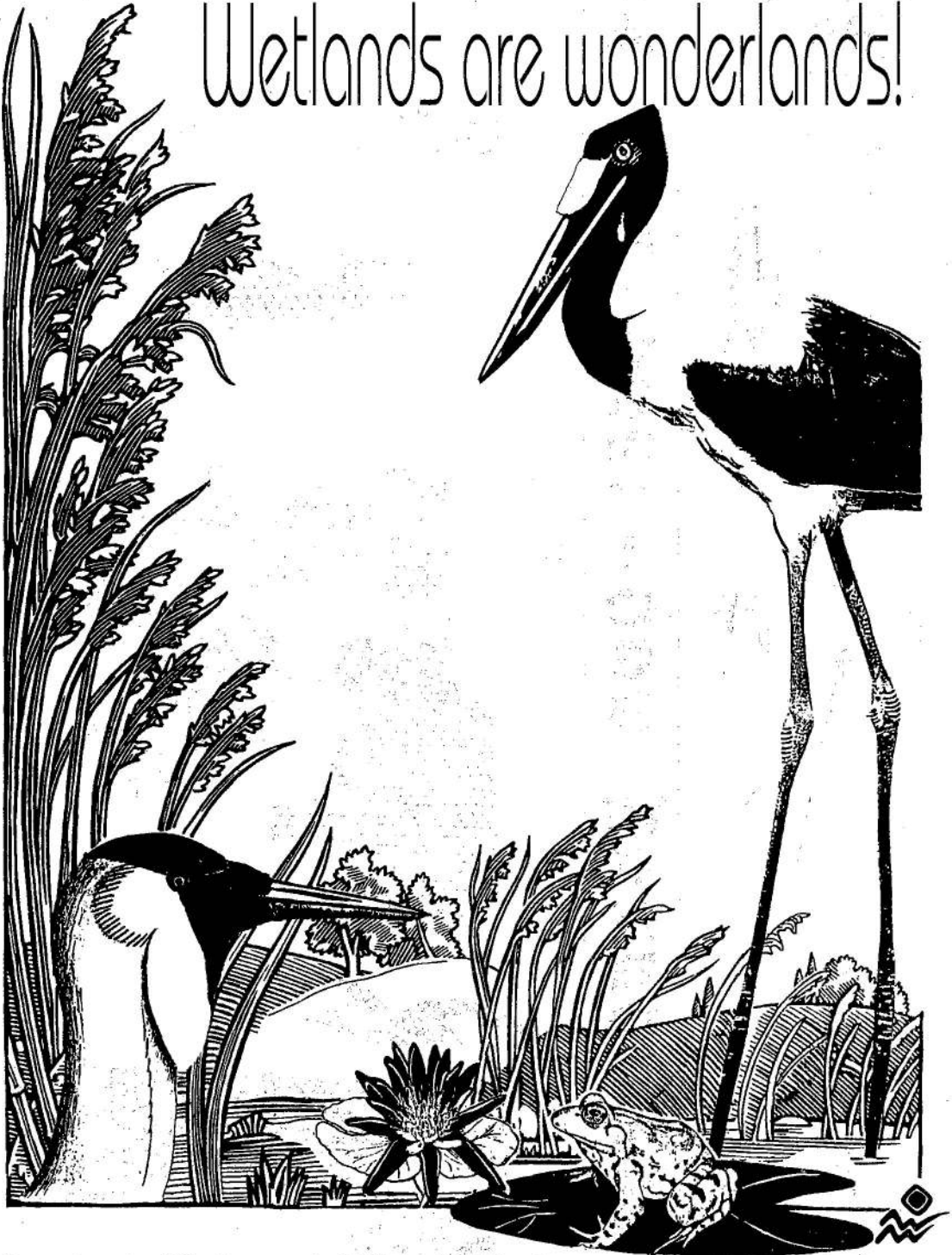


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