



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID-AFRIKA

*Regulation Gazette*

**No. 7440**

*Regulasiekoerant*

**Vol. 446**

**Pretoria, 30 August  
Augustus 2002**

**No. 23762**



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## GOVERNMENT NOTICE GOEWERMENSKENNISGEWING

### DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1090

30 August 2002

LABOUR RELATIONS ACT, 1995

#### BUILDING INDUSTRY, KIMBERLEY: EXTENSION OF ELECTRICAL INSTALLATION SECTION 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, Kimberley, 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 09 September 2002, and for the period ending 30 April 2006.

**M. M. S. MDLADLANA**

Minister of Labour

No. R. 1090

30 Augustus 2002

WET OP ARBEIDSVARHOUDINGE, 1995

#### BOUNYWERHEID, KIMBERLEY: UITBREIDING VAN ELEKTRIESE INSTALLASIESEKSIE 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, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Bounywerheid, Kimberley, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 09 September 2002, en vir die tydperk wat op 30 April 2006 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

LABOUR RELATIONS ACT, 1995

#### SCHEDULE

#### BARGAINING COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY COLLECTIVE AGREEMENT

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

**Northern Cape Master Builders' and Allied Trades Association**

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

**Amalgamated Union of Building Trade Workers of South Africa**

(hereinafter referred to as the "employees" or "trade union") on the other part being parties to the Bargaining Council for the Building Industry, Kimberley

#### ARRANGEMENT OF AGREEMENT

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38. EXEMPTIONS

#### 1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Electrical Installation Section of the Building Industry—
  - (a) by the employers and employees who are members of the employers' organisation and the trade union, respectively;
  - (b) in an area bounded by and included in a radius of 15 kilometres of the General Post Office, Kimberley, in the Magisterial District of Kimberley;
- (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, and the Skills Development Act, 1998 or any contract entered into or any conditions fixed thereunder;
  - (b) trainees under the Manpower Training Act, 1981, and the Skills Development Act 1998 only in so far as they are not inconsistent with the provisions of the above two Acts or any conditions fixed thereunder;

- (c) labour-only contracts, working partners and working directors, principals and contractors.
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to—
  - (a) clerical employees and administrative staff;
  - (b) university students and graduates in building science, and 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 (a), 2, 33, 35 and 36 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 effective date from which the Agreement shall be extended to become binding to non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 30 April 2006.

## 3. INDUSTRIAL ACTION

No person bound by the provisions of this collective Agreement entered into by the parties shall engage in or participate in any form of 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—

- (1) **"Act"** means the Labour Relations Act, No. 66 of 1995;
- (2) **"designated agent"** means a person appointed by the Minister on request of the Council in terms of the provisions of section 33 (1) of the Labour Relations Act, 1995;
- (3) **"accredited person"** means a person registered in terms of regulation 9 of the Electrical Installation Regulations of the Machinery and Occupational Safety Act, 1983, as an electrical tester for single phase, an installation electrician or a master installation electrician, as the case may be;
- (4) **"apprentice"** means a person employed under a contract of apprenticeship registered in terms of the provisions of the Manpower Training Act, 1981;
- (5) **"artisan"** means an employee who has served an apprenticeship in any branch of the electrical trade which is recognised by the Council as being sufficient to entitle such employee to work in the industry, or has received training recognised by the Council or is the holder of a certificate of registration issued in terms of the Manpower Training Act, 1989, as amended.
- (6) **"Building Industry"** or **"Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and the employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making and/or repairing of the 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 buildings or structures or elsewhere and shall include all work executed or carried out by persons, therein who are engaged in the following trade or subdivision thereof;  
*Electrical installation*, which includes electrical fitting and wiring and operations incidental thereto;
- (7) **"Council"** means the Bargaining Council for the Building Industry, Kimberley, deemed to have been registered in terms of section 29 of the Act;
- (8) **"emergency work"** means such work as cannot reasonably be performed during the hours prescribed or as may be laid down in accordance with clause 19;
- (9) **"electrical tester for single phase"** means a person who has been registered as an electrical tester for single phase in terms of regulation 9 of the Electrical Installation Regulations of the Machinery and Occupational Safety Act, 1983, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of electrical installations supplied by a single phase electricity supply;
- (10) **"electrical installation section"** means that section of the Building Industry in which employers and employees are engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto;
- (11) **"essential services"**—
  - (a) a service, the interruption of which endangers the life, personal safety or health of the whole or any part of the population;
  - (b) the parliamentary service;
  - (c) the South African Police Service;

- (12) **"employee"** means, any person who is employed by or working for an employer and receiving or entitled to receive any remuneration or who works under the direction or supervision of an employer, or any person who in any manner assists in the carrying on or the conducting of the business of an employer;
- (13) **"employer"** means, any person whomsoever who employs or provides work for any person and remunerates or, whether expressed or implied, undertakes to remunerate him, or who permits any person in any manner to assist him in the carrying on or the conducting of his business;
- (14) **"fixed-term contract"** means a contract terminating on a specified date stipulated in the contract;
- (15) **"Former Agreement"** means the Agreement published under Government Notice No. R.2110 of 29 September 1989 as amended, extended, renewed or re-enacted;
- (16) **"industrial action"** means any action contemplated in terms of the definitions of "strike" and "lockout", respectively, in the Act;
- (17) **"installation electrician"** means a person registered as an installation electrician in terms of regulation 9 of the Electrical Installation Regulations of the Machinery and Occupational Safety Act, 1983 who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of any electrical installation excluding specialised electrical installations.
- (18) **"labourer"** means an employee engaged in any or all of the following:
- (a) Loading or unloading of materials;
  - (b) chasing and cutting of walls and concrete floors for conduits; drilling concrete and brickwork;
  - (c) cutting of conduit to marks, threading and reaming thereof;
  - (c) digging of holes and planting of poles;
  - (d) laying of cables under direct supervision of an artisan in trenches, ducts and racks;
  - (e) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;
  - (f) cleating, including the placing of the wires in the cleats, provided no tensioning is done;
  - (g) fitting of light electrical trunking up to medium voltage containing medium and low voltage circuits, provided no wiring is done;
  - (i) operating a trenching machine;
  - (j) assisting artisans wherever necessary, but not to perform work except as set out in this definition;
- (19) **"labour-only contracts"** means a contract, agreement, arrangement or understanding in terms of which an employer undertakes to do work for which he is to be paid or for the provision of his own labour and/or that of his employees, if any, and where such employee is not responsible for the payment to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry, for all the material to be used in the execution of such work;
- (20) **"labour-only contractors"** means an employer who is registered with the Council in accordance with the provisions of clause 18, and who undertakes labour-only contract;
- (21) **"learnership"** as determined in terms of section 16 of the Skills Development Act, 1998;
- (22) **"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 constructed to provide a place of adequate size for the safekeeping of employees' tools or clothes at any time;
- (23) **"master installation electrician"** means a person who has been registered as a master installation electrician in terms of regulation 9 of the Electrical Installation Regulations of the Machinery and Occupational Safety Act, 1983 and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of any electrical installation;
- (24) **"overtime"** means all time worked in excess of the hours prescribed in clause 19 (1);
- (25) **"Secretary"** means the Secretary of the Council and includes any official nominated by the Council to act as Secretary;
- (26) **"wage"** means the basic wage prescribed in terms of clause 21 (1) of this Agreement:
- 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;
- (27) **"working employer"** or **"partner"** means any employer or any partner in a partnership who himself performs work similar to that carried out by employees in the Electrical Installation Section of the Building Industry.

## 5. LEVELS OF BARGAINING

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

## 6. TRADE UNION ORGANISERS

Trade union organisers shall be allowed to contact their members working on jobs with the consent of the employer or duly authorised representative or the foreman.

## 7. ADMINISTRATION OF THE AGREEMENT

The Council shall be the body responsible for the administration of this agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

## 8. DESIGNATED AGENTS

(1) The Council shall in terms of section 33 (1) read with section 142 of the Act request the Minister to appoint one or more persons as designated agents to assist in giving effect to the terms of this Agreement.

(2) The Council shall provide each designated agent with a certificate signed by the Secretary of the Bargaining Council stating that the agent has been appointed in terms of the Act as a designated agent of the Bargaining Council.

## 9. INVALID CONTRACTS AND PROHIBITION OF WAIVING PROVISIONS OF AGREEMENT

(1) No employer or employee may enter into any agreement or service contract, expressed or implied, to permit payment to that employee of remuneration less than that determined in this Agreement, or the application to that employee of any treatment or the granting to him of any benefits less favourable to him than the treatment or benefits determined in this Agreement, and any such agreement or service contract, whether entered into before or after the coming into operation of this Agreement, shall be void.

(2) No employee may waive the application to him or any provision of this Agreement, and any agreement or service contract, whether entered into before or after the coming into operation of this Agreement, which purports to effect any such waiver, shall be void.

(3) No employer shall require or permit an employee to pay or repay to him any remuneration which is payable or has been paid to that employee in terms of the provisions of this Agreement.

(4) No employer shall require or permit an employee to give a receipt for or otherwise to represent that he has received more than he actually received by way of remuneration.

## 10. "ULTRA VIRES" PROVISIONS IN AGREEMENT

In the event of any provision, sub-clause or clause of this Agreement being inoperative or ultra vires concerning the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister, under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

## 11. EMPLOYMENT OF JUVENILES

No person under the age of 15 years shall be employed in the Industry.

## 12. REGISTRATION OF EMPLOYERS

(1) Every employer in the Electrical Installation Section of the Building Industry to whom this Agreement applies, shall within seven days of the date on which this notice comes into operation.

(2) Agreement comes into force, and every new employer shall within seven days of entering the Electrical Installation Section of the Building Industry ensure that he is registered with the Council.

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

(4) 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 (fourteen) days of such change or of ceasing operations.

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

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

(7) An employer shall keep employee records as prescribed by section 31 of the Basic Conditions of Employment Act, 75 of 1997.

## 13. REGISTRATION OF EMPLOYEES

(1) All persons employed in the Electrical Installation Section of the Building Industry, shall be registered with the Council.

(2) No employer shall employ any person as an artisan, as defined in clause 4 (5) unless registered with the Council, who will issue such person with a certificate of registration: No person shall be registered as an artisan unless he has completed the trade test determined by the ESETA (Energy Sector, Education and Training Authority) in terms of section 9 of the Skills Development Act, 1998.

#### 14. WAGE GUARANTEE

(1) Every employer in the Electrical Installation Section of the Building Industry shall, within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of this entering the industry, lodge with the Council a guarantee, acceptable to Council of R1 000.

(2) The Secretary shall return the guarantee to the employer concerned, after being notified in terms of clause 12 (3) of the termination of Electrical Installation operations.

(3) The Secretary shall maintain a register of all employers referred to in sub-clause (1).

(4) The Council shall deposit all moneys received in terms of clause 14 (1) with a financial institution approved by the Council on call.

(5) All the interest earned on wage guarantees paid by the members of the employer's organisation concerned shall accrue to the representative employers' organisation and shall as such be payable to the organisation monthly less a collection fee towards the general funds of the Council.

(6) Interest on guarantees paid in by non-members of the representative employers' organisation remains the exclusive property of the Council and shall accrue to the Council as compensation for the administration of the guarantees.

#### 15. RECORDS TO BE KEPT BY EMPLOYERS

(1) The provision of section 31 (1) of the Basic Conditions of Employment Act, 1997, determining that every employer shall at all times keep, in respect of all persons employed by him, records of remuneration paid, of the time worked and of such other particulars as are determined by regulation, and the provisions of any regulations made in pursuance of subsection (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) In addition to the particulars referred to in subclause (1), an employer shall maintain in writing in ink, or in typescript, in legible characters and on material of a durable nature, a record of the job for which the work is being done and the time worked daily by each employee.

(3) The records referred to in subclause (1) and (2) shall be retained by the employer for a period of at least three years.

#### 16. COPIES OF AGREEMENTS TO BE KEPT BY EMPLOYERS

(1) The Council shall furnish one copy of this Agreement and any subsequent amendment or extension thereof to each employer free of charge.

(2) Every employer shall at all times keep a copy of the Agreement available on his premises and shall, when requested to do so by an employee, make it available to that employee.

#### 17. NOTICE-BOARD

(1) Every employer shall, wherever Electrical Installation work are being carried out by him, display in a conspicuous place, accessible to the public, a notice-board of a size not less than 600 mm by 450 mm or a notice-board approved by the Council showing clearly in letters not less than 50 mm in height and on a material of a durable nature—

(a) the name of such employer;

(b) the registered address of such employer;

(c) in the case of an employer who is a member of the employer's organisation, the fact that he is a member thereof.

(2) This clause shall apply only to jobs of seven working days duration and over.

#### 18. LABOUR-ONLY CONTRACTS

(1) No person shall operate as a labour-only contractor unless he is registered with the Council as an employer in accordance with the provisions of clause 12.

(2) An employer may undertake a labour-only contract and may give out work on a labour-only basis, and may base the contractor's remuneration on the quantity of acceptable output of work done.

#### 19. CONDITIONS OF EMPLOYMENT

(1) The ordinary hours of work of employees shall not exceed 45 per week from Monday to Friday inclusive or nine on any one day.

(2) **Intervals:**

(a) Every employee shall be entitled to daily meal and or rest intervals totalling not more than 60 minutes, which shall not form part of ordinary working hours, and shall be at such time as agreed with his employer.

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

(2) An employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except in the case of emergency work and the performance of essential services.

(3) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement, outside the Industry, whether for remuneration or not, on the public holidays and during the annual leave period specified in this Agreement and outside the ordinary hours of work prescribed, save that such employee may perform work for himself only.

(4) An employer may request, which request shall not be unreasonably rejected, any employee to work overtime for a period not exceeding four hours daily, from Mondays to Fridays, and not exceeding eight hours on Saturdays and Sundays.

(5) 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.

**(7) Public Holidays:**

(a) The public holidays proclaimed in terms of the Public Holidays Act, 1994, or any other day to be declared as a public holiday shall be recognised as paid public holidays.

(b) Employees who work on public holidays shall be entitled to the wage prescribed in clause 21 (4) (d), in addition to payment for the public holidays: Provided that wages for 16 December, 25 December, 26 December and 1 January public holidays shall be paid in benefit stamps.

(c) Every employee shall be granted and shall take annual leave of 15 working days as laid down by the Council annually.

(d) No employer shall require an employee to perform and no employee shall perform any work in the Industry during the annual leave period without the permission of the Council first having been obtained, which permission shall not unreasonably be withheld.

(e) Notwithstanding the provisions of paragraph (d), an employee may agree with his employer to work during the annual leave period and shall be paid the basic wage laid down in clause 21 (1) for any time worked during such period.

**(8) Sick leave:**

An employee shall be entitled to sick leave in accordance with the provisions of the Sick Pay Fund for the Building, Industry, and clause 30 (3) (a) and 31 (5) (a) of this Agreement, and to payment for the period of such sick leave in terms thereof.

## 20. TERMINATION OF EMPLOYMENT

(1) No notice of termination of employment shall be required unless the employee concerned has worked for at least three consecutive days with the same employer.

**(2) Subject to—**

(a) the right of an employer or employee to terminate employment without notice for any good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period of notice in excess of that provided herein; whenever an employer or an employee intends terminating a contract of employment—

(i) during the first month of employment, he shall give to the other party two hours notice of termination of such contract of employment;

(ii) after the first month of employment up to and including six months of employment, he shall give to the party one day's

(iii) notice of termination of such contract of employment;

(iv) after six months of employment, he shall give to the other party one week's notice of termination of such contract of employment.

(3) For the purpose of this clause, the expression "any cause recognised by law as sufficient" shall, without in any way limiting the ordinary meaning of the expression, include any one or more of the following:

(a) Being under the influence of drugs or alcohol;

(b) proven pilfering, theft or misappropriation of money, goods or property;

(c) repeated unpunctuality or deliberate absenteeism, provided previous warnings have been given;

(d) refusing to obey reasonable instructions or orders;

(e) serious disrespect or insubordination;

(f) assault or physical violence;

(g) intimidation;

(h) endangering the lives of himself and/or other persons by his actions;

(i) failure to pay wages or to issue stamps when they are due.

(4) Should an employee cease work without having given to the employer the notice prescribed in subclause (2), the employer may deduct from any wages and/or holiday fund in the process of accrual to such employee an amount which is equivalent to the period of notice of termination, calculated against the wage bond in which the employee's actual weekly wage falls.

(5) An employee or employer who requires payment of wages due to be made on termination of employment shall give notice of such intention at the normal starting time on the day of such termination.

(6) Notice of termination of employment shall be given in writing by both parties.

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

**(8) Lay-off and suspension:**

(a) An employer shall be entitled to suspend an employee temporarily—

(i) on account of inclement weather;

(ii) on account of a shortage of materials, due to circumstances beyond the employer's control; 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 suspension, and the period of the suspension, where possible: Provided further that the employer shall not be liable to pay the employee any remuneration during such suspension.

(c) An employee may be suspended 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 in accordance with the procedure laid down in clause 9, or of being suspended for a further continuous period of 20 working days, upon expiry of which the option is repeated.

**(9) Retrenchment:**

(a) An employer who proposes retrenchment, shall via the Bargaining Council, not later than ten working days before the proposed date of notice of the termination of any employee's services, provide any of the trade unions of which to his knowledge, prospective retrenches 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 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 on 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 such employee.

(c) The trade union(s) and/or employee(s) shall provide the employer with a written response to the employer's retrenchment proposals not 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 the employer's retrenchment proposals.

(e) The employer shall be entitled to implement the employer's retrenchment proposals at any stage if the trade union(s) and/or employee(s) do not provide written responses or refusals 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 pay equal to one week of such employee's current basic wage per completed year of continuous service with his employer.

**21. MINIMUM WAGE RATES**

- (1) No employer shall pay and no employee shall accept wages at rates lower than the following:

**SCHEDULE**

	Wage per hour
	Area
	Kimerley
	With effect from the coming into operation of this Agreement
CATEGORY OF EMPLOYEE	R
(a) General worker .....	4,57
(b) Artisans—	
who are the holders of a certificate of registration issued in terms of the Machinery and Occupational Safety Act, 1983.....	11,65
without any certificate of registration .....	9,65

(2) Apprentices shall be paid in accordance with the formula prescribed from time to time in terms of the Manpower Training Act, 1981.

(3) Learners shall be paid as prescribed in chapter 4 of the Skills Development Act, 97 of 1998.

(4) Nothing in this clause shall prevent an employer from paying more than the prescribed basic wage: Provided that no party to this Agreement nor any employee shall be entitled to embark upon Industrial action to compel an employer to pay more than the basic wage prescribed in this Agreement.

(5) Any employee who is required or permitted to work any time in excess of 45 hours shall be paid—

(a) in respect of overtime up to one hour worked daily between Monday and Friday inclusive—

(i) in the case of apprentices: One and one tenth their hourly wages;

(ii) in the case of other employees: Their normal hourly wage.

(b) in respect of each hour or part of an hour worked in excess of one hour overtime daily between Monday and Friday inclusive: One and a quarter times the employee's hourly wage;

(c) in respect of each hour or part of an hour worked—

(i) on Saturday: One and a third times the employee's hourly wage;

(ii) on Sunday and until 07h30 on Monday: Double the employee's hourly wage;

(d) **Public holidays:**

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

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

(iii) An employee who is required to work on a public holiday which 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.

(6) **Dangerous work:** In addition to the wages prescribed in subclause (1), an employee 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 purpose of this subclause, "dangerous work" means any work classified as dangerous in any statute, provincial ordinance, municipal by-law or regulation relating to the Electrical Installation Section of the Building Industry.

(7) **Absence allowances:** An employee who is required to work away from his ordinary place of residence can negotiate with his employer to receive an absence allowance in respect of each night he is required to spend away from his ordinary place of residence.

(8) An employer must pay weekly on behalf of each employee the amount in respect of Holiday Fund contributions as set out in clause 34 (1), Appendix A, Column A, in accordance with the wage band, area and category of employee, in which the employee's actual weekly wage falls, in respect of not more than 45 hours per week, irrespective of whether such time was worked as ordinary or overtime.

(9) The amounts which are to be paid to the Council in terms of subclause 21 (7) may, at the request of the employee, be increased. An employer shall have the right to deduct such voluntary savings, which shall be in denominations of R1, from the employee's remuneration.

(10) **Fines and deductions:** An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration, other than the following:

- (a) The contributions every employee is obliged to make in respect of his Holiday fund, Pension fund, Benefit fund and Bargaining Council Levies.
- (b) A deduction of any amount which an employer is legally or by order of any competent court required or permitted to make.
- (c) In respect of any other matter, with the employee's written consent.
- (d) If an employee has, in writing, acknowledged receipt of tools or power tools, he shall be held fully responsible thereof until returned and if lost, it shall be fully reimbursed or replaced.

## 22. REMUNERATION

(1) Except where otherwise provided in this Agreement, or unless otherwise authorised by the Council, in writing, all remuneration due to an employee in respect of any one pay-week shall be paid in cash or by means of electronic bank transfer weekly not later than the normal finishing time on Friday or on termination of employment, if this takes place before the ordinary pay-day of the employee: Provided that—

- (i) payment may be made on a day prior to Friday if agreed to by the employer and the employee and notification, in writing, of such alteration is forwarded to the Council by the employer;
- (ii) when Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding such holiday.

(2) Every employer shall pay at the site of employment the wages, remuneration for overtime, allowances and all other remuneration payable to employees in sealed envelopes, endorsed with the name and address of the employer, the name of the employee and the date on which the week ended, together with a statement either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made there from, and the net remuneration contained in the envelope. Such envelope, together with any statement enclosed in the envelope, shall remain the property of the employee.

## 23. WET WEATHER SHELTER

At any site where building operations are being carried on, an employer shall, wherever possible, provide suitable accommodation in which employees may take shelter during wet weather.

## 24. STORAGE AND PROVISION OF TOOLS

(1) Every artisan, or apprentice shall be required at all times, to be in possession of such tools as are reasonably necessary to perform the 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. Specialised tools and power tools will be supplied by the employer.

(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.

## 25. LATRINES

Proper sanitary amenities in conformity with the local authority requirements shall be provided by employers on all jobs.

## 26. SAFETY PROVISIONS

Every employer and every employee shall comply with the provisions of the Machinery and Occupational Safety Act, 1983, as amended, and the regulations made thereunder.

## 27. ADMINISTRATION AND CONTROL OF FUNDS

(1) The Funds shall be administered by the Council in accordance with rules determined for that purpose and such rules shall not be inconsistent with the provisions of this Agreement, the Act or any other law and shall, *inter alia*, determine—

- (a) the funds' benefits and the qualifications attached thereto;
- (b) the procedure for lodging and payment of claims;
- (c) any other matters which the Council may decide.

(2) The Council may at any time make new rules, alter or repeal any existing rules. Copies of the Funds' rules in force and particulars of all amendments thereto shall be lodged with the Director-General of Labour.

(3) The Council shall appoint a secretary who shall appoint such other staff as may be necessary for the proper administration of the Funds.

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

## 28. RESOLUTION OF DISPUTES

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

- (a) If a dispute is one of a person's right, it shall be referred in writing to the Council, which shall attempt to resolve the dispute through mediation using a suitably qualified mediator. Within seven days of such referral, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved.
- (b) If the Council fails to resolve the dispute or if any party is aggrieved by the Council's decision referred to in paragraph (a), it may within 7 days of the decision request that the dispute be referred to arbitration.
- (c) Should the dispute be referred to arbitration, the Council shall refer the matter to an accredited agency appointed by it in terms of section 52 of the Act, for the purpose of such arbitration. The arbitration shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall in his discretion, be entitled to make an award in respect of the parties' arbitration costs, in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding.

(2) The members of the Council, the secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are indemnified by the Funds against all claims which may be instituted against them in or about the *bona fide* discharge of their duties.

(3) All expenses incurred in connection with the administration of the Funds shall be a charge against the Funds.

(4) For the purpose of meeting the expenses of the Council, every employer shall deduct weekly the amount in respect of Council levies, as set out in clause 34 (2), Appendix B, Column D in accordance with the wage band, area and category of employee, in which the employee's actual weekly wage falls and every employer shall contribute on behalf of each employee the amount in respect of Council levies as set out in clause 34 (1), Appendix A, Column D in accordance with the wage band, area and category of the employee, in which the employee's actual weekly wage falls: Provided that the provisions of this clause shall not apply in respect of an employee who has worked for the same employer for less than three full days in any one week. The total amount shall be paid to the Council weekly or as approved by the Council.

(5) The Council may at its discretion include the amounts referred to in subclause (4) in any other stamp, voucher or contribution which it may from time to time decide to introduce.

## 29. BUILDING INDUSTRY HOLIDAY FUND, KIMBERLEY

(1) The Building Industry Holiday Fund, Kimberley (hereinafter referred to as the Holiday Fund) established under Government Notice No. R. 1389 of 23 September 1966 is hereby continued.

(2) The amounts paid to the Council in terms of clause 21 (7) shall be retained by the Council on behalf of the employees concerned and shall be paid into the Holiday Fund. The Council shall issue to the employers stamps for all amounts so paid.

(3) The employer shall in respect of the amount paid by him to the Council in terms of clause 21 (7) issue to each of the employees concerned on each pay-day stamps cancelled by him with his name and the date, to the value of such contributions and deductions and each employee shall affix such stamps in a contribution and deductions and each employee shall affix such stamps in a contribution book to be obtained from the Secretary and retained by him. Application for a contribution book shall be made by the employer on a form to be obtained from the Council and completed by the employer, setting out the employee's full name, address and occupation and bearing the employer's signature.

(4) (a) The stamps referred to in subclause (2) shall be obtained by the employer from the Council weekly, or as approved by the Council.

(b) An application for the refund of any unused stamps shall be made annually not later than six months from 15 December and any such amount not claimed within the said period of six months shall accrue to the general funds of the Council.

(5) Every employee shall deposit his contribution book with the Secretary annually when called upon in exchange for a receipt card and the Council shall ascertain the amount due to the employee as reflected by the value of the stamps according to the record of the Council, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the annual leave period. Payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be made.

(6) No employee shall, before the date mentioned in subclause (3), be entitled to claim payment from the Council to the value of any stamps received by him. In the event of the death of an employee, the amount due to him from the Holiday Fund shall be paid into his estate on the contribution book being lodged with the Council.

(7) (a) Any amounts held by the Council to the credit of the Holiday Fund shall be invested by the Council from time to time in fixed deposits or on call with a bank or building society, and any interest accruing from such investments shall be the sole property of the Council as compensation for the administration of the Holiday Fund. No employee shall have any claim in respect of such interest and neither shall they be responsible for any contribution towards the expenses of administering the Holiday Fund.

(b) Notwithstanding the terms of subclause (6) (a) of any differently worded terms included in this Agreement, the employers' organisation concerned shall be entitled to all interest earned on payments made by members of the employers' organisation concerned, which interest shall be paid annually by the Bargaining Council to the abovementioned employers' organisation.

(8) The contribution books and stamps issued to employees are not transferable and cannot be ceded or pledged.

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

(a) all moneys received—

(i) in terms of clause 21 (7);

(ii) from other sources, if any; and

(b) expenditure incurred under all headings during the 12 months ended 31 October preceding, together with the balance sheet showing the assets and liabilities of the Holiday Fund as at that date. True copies of the audited statement and balance sheet, certified by the auditor and countersigned by the Chairman, Vice-Chairman and Secretary of the Council, and of any report made by the auditor thereon, shall thereafter lay for inspection at the offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than three months after the close of the period covered by such statement balance sheet and auditor's report be transmitted to the Registrar of Labour Relations.

(10) (a) 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.

(b) 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.

(c) 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 (9) (b).

(d) In the event of the liquidation of the Holiday Fund in terms of subclause (9) (a) or (9) (b) 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, calculated on each parties representative figure shall be distributed, among the parties to the Council immediately prior to the dissolution.

(11) (a) **Unclaimed leave pay:** Should an employee fail to claim his leave pay within a period of six months from the date on which the annual leave period commences, the leave pay due to such employee shall become forfeit and shall accrue to the Council's general and/or benefit funds.

(b) Notwithstanding the terms of subclause (10) (a) or any differently worded terms included in this Agreement, the employer's organisation and the employee's organisations, who are parties to this Agreement, shall be entitled to all unclaimed leave pay which have been paid by the members of the said employers' organisation to the Bargaining Council. Unclaimed leave pay shall be paid to the employer's organisation and employee's organisations concerned after twelve (12) months from the date on which the annual leave period commences on a basis as agreed upon by the parties concerned, less a collection fee towards the general Funds of the Council.

(c) The Council shall at all times consider all claims for payment submitted to it after expiry of the said period and may authorise such payment out of the general funds in the case of claims by employees of non-members of the representative employer's organisation, and may claim from the Employers organisation and the Employee's organisations concerned in the case of claims by employees of members of the said employer's and employees' organisations.

### 30. BENEFIT FUND FOR ARTISANS

The Benefit Fund for the Building Industry, Kimberley (hereinafter referred to as the "Benefit Fund"), established under Government Notice No. R. 2252 of 8 December 1972, is hereby continued.

#### (1) Membership:

(a) Membership of the Benefit Fund shall be compulsory for all employees, working directors and partners for whom wages are prescribed in clause 21 (1) (b).

(b) Employers may join the Artisan's Benefit Fund on a voluntary basis, by making the prescribed contributions.

**(2) Contributions:**

- (a) The moneys of the fund shall be acquired by means of a combined contribution by employers and employees.
- (b) Every employer shall deduct weekly the amount in respect of the Benefit Fund as set out in clause 34 (2), Appendix B, Column C, in accordance with the wage-band, area and category of employee, in which the employee's actual weekly wage falls and every employer shall contribute on behalf of each employee the amount in respect of the Benefit Fund as set out in clause 34 (1), Appendix A, Column C in accordance with the wage band, area and category of employee, in which the employee's actual weekly wage falls: Provided that the provisions of this clause shall not apply in respect of an employee who has worked for the same employer for less than three full days in any one week. The total amount shall be paid to the Council weekly or as approved by the Council.
- (c) Where an employee works for two or more employers in any one week the payment for that week shall be made by the employer for whom such employee first worked for not less than three full days in that week.
- (d) The amounts referred to in paragraph (b) shall be paid to the Council not later than the Friday following the pay-week in respect of which the contributions are due. In exchange for these amounts an employer shall receive from the Council a stamp which shall be cancelled with the employer's name and date and issued to the employee concerned in his pay envelope each week.
- (e) Every employee shall immediately affix such stamp in his contribution book, which shall be retained by him.
- (f) Every employee shall immediately after the last payday in October each year hand his contribution book in to the Council, who shall issue a receipt therefore.
- (g) Stamps are not transferable and cannot be ceded or pledged in any way whatsoever.
- (h) The Council may in its discretion combine the stamp referred to in this clause with any other stamps which it may from time to time introduce.

**(3) Qualification for benefits:** In order to qualify for the benefits under the Benefit Fund a member shall—**(a) for sickness or accident benefits—**

- (i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last three months;
- (ii) have been unable to pursue his occupation due to sickness or accident for at least three days;

**(b) for medical benefits—**

- (i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last three months;
- (ii) have completed the necessary application form reflecting details of all dependants;
- (iii) have submitted the claim within three months of the claim arising; and
- (iv) ensure that all necessary detailed medical accounts and/or chemist accounts supported by prescriptions accompany the claim form.

**(c) for inclement weather—**

- (i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last three months;
- (ii) have been unable to pursue his occupation due to inclement weather.

**(4) Benefits payable:** The objects of the Benefit Fund shall be to compensate for loss of earnings caused through sickness or accident, permanent disability and to provide medical benefits.**(a) Sickness or accident**

A member who is absent from work due to sickness or accident and who is not paid by his employer for the period of such absence, shall be entitled to payment from the Benefit Fund at the minimum wage rate for that specific category employee, for a maximum of 12 days per year: Provided that—

- (i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit will accrue from the beginning of the sick leave;
- (ii) a member who has received benefits for 12 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Benefit Fund for at least 26 weeks subsequent to the receipt of the benefits;
- (iii) no benefits are claimed under the Compensation for Occupational Injuries and Diseases Act, 1993, or the Unemployment Insurance Fund;

- (iv) the sickness or accident was not caused by the member's own misconduct or wilful negligence.
- (b) The Fund shall continue to pay contributions on behalf of the employee during the period for which he receives sick pay in terms of this clause.

(c) **Medical**

If a member and accepted dependants, incur medical expenses he may claim benefits which shall not in any one calendar year exceed R1 000 per member subject to the discretion of the Management Committee: Provided that benefits shall not be payable in respect of the following:

- (i) Claims arising through the members' own misconduct or negligence;
- (ii) claims arising which are compensable in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, or from any other source;
- (iii) claims arising from any disease, abnormality or infirmity from which the member or his dependant was suffering at the date of commencement of membership;
- (iv) holidays for recuperating purposes;
- (v) claims not medically essential, including non essential plastic surgery or for cosmetic or similar reasons;
- (vi) supply of false teeth, artificial limbs or appliances;
- (vii) un-prescribed or patent medicines;
- (viii) cost of specialist services not referred by a general practitioner;
- (xi) claims arising through riot, strike, civil commotion or war;
- (x) travelling expenses; and
- (xi) 20 per cent of the cost of all medicines dispensed by chemists or doctors.

(d) **Inclement weather**

If a member is unable to pursue his occupation due to inclement weather, he shall be entitled to payment at the rate of pay in which his actual weekly wage falls: Provided that—

- (i) he has been present and available to work the ordinary hours as required by his employer;
- (ii) he has been suspended from work by his employer due to inclement weather;
- (iii) benefits shall not be payable for the first two hours each day of continuous suspension;
- (iv) the claim for payment is signed by the employer and furnished to the Council by the employee within six weeks of the claim arising.

(5) **Administration of the Fund:**

- (a) The Benefit Fund shall be administered by the Council which shall meet monthly or bi-monthly.
- (b) The provisions of clause 29 (8) shall mutatis mutandis apply to the Benefit Fund.
- (c) The administrative cost of running the Benefit Fund shall be borne by the Benefit Fund.
- (d) Any decision of the Council in respect of the administration of the Benefit Fund for Artisans is final.

(6) **General provisions:**

- (a) No payment shall be made under this clause if the applicant fails to supply the Council with any relevant information which the Council may require.
- (b) If at any time the amount to the credit of the Benefit Fund drops below R200 000 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Benefit Fund exceeds R250 000;
- (c) A certificate from any registered doctor or hospital shall be sufficient evidence of the illness of the member.

(7) **Indemnity:**

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

- (8) (a) Notwithstanding the expiry or cancellation of this Agreement, the Council shall continue to administer the Benefit Fund for Artisans until such time as it is liquidated or transferred to any other fund created for the purpose of providing Medical and Sick Benefits to employees.
- (b) In the event of the Council being wound up or dissolved, the Benefit Fund for Artisans 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.

- (c) In the event of there being no Council in existence at the time of expiry of this Agreement, the Benefit Fund for Artisans shall be liquidated by the committee or trustees appointed in terms of subclause (8) (b).
- (d) In the event of the liquidation of the Benefit Fund for Artisans in terms of subclause (8) (a) or (8) (b) the moneys remaining after the payment of all claims against the Benefit Fund for Artisans, 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 Benefit Fund for Artisans, the moneys remaining shall be distributed, calculated on each parties representative figure, among the parties to the Council immediately prior to its dissolution.

### 31. BENEFIT FUND FOR NON-ARTISANS

(1) The Benefit Fund for Non-Artisans in the Building Industry, Kimberley (in this clause referred to as the "Fund"), established under Government Notice R.1974 of 1 November 1974, is hereby continued.

(2) **Membership:** Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 21 (1) (a).

(3) **Contributions:**

- (a) The moneys of the Fund shall be acquired by means of a combined contribution by employers and employees.
- (b) Every employer shall deduct weekly the amount in respect of the Benefit Fund as set out in clause 34(2), Appendix B, Column C in accordance with the wage band, area and category of employee, in which the employee's actual weekly wage falls and every employer shall contribute on behalf of each employee the amount in respect of the Benefit Fund as set out in clause 34 (1), Appendix A, Column C in accordance with the wage band, area and category of employee, in which the employee's actual weekly wage falls.
- (c) No contribution shall be made in respect of an employee who has worked for an employer for less than three full days in any one week. Where an employee works for two or more employers in any one week the payment for that one week shall be made by the employer for whom such employee first worked for not less than three full days in that week.
- (d) The amounts referred to in paragraph (b) shall be paid to the Council not later than the Friday following the pay-week in respect of which the contributions are due. In exchange for these amounts an employer shall receive from the Council a stamp which shall be cancelled with the employer's name and date and issued to the employee concerned in his pay envelope each week.
- (e) Every employee shall immediately affix such stamp in his contribution book which shall be retained by him.
- (f) Every employee shall immediately after the last pay-day in October each year hand in his contribution book to the Council who shall issue a receipt there for.
- (g) The Council may in its discretion combine the stamp referred to in this clause with any other stamps which it may from time to time introduce.

3) **Qualification for benefit:** A member shall not be entitled to any benefits under the Fund unless—

- (a) he has made at least 26 contributions to the Benefit Fund, in terms of subclause (3), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last three months;
- (b) he has been unable to pursue his occupation due to sickness or accident for at least three days;
- (c) he has been unable to pursue his occupation due to inclement weather;

(5) **Benefits payable:**

(a) **Sickness or accident**

A member who is absent from work due to sickness or accident and who is not paid by his employer for the period of such absence, shall be entitled to payment from the Fund at the minimum wage rate for that specific category employee for a maximum of 12 working days per year: Provided that—

- (i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit shall accrue from the beginning of the sick leave;
- (ii) a member who has received benefits for 12 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made for the Fund for at least 26 weeks subsequent to the receipt of the benefits;
- (iii) no benefits are claimable under the Compensation for Occupational Injuries and Diseases Act, 1993, or Unemployment Insurance Fund;
- (iv) the sickness or accident was not caused by the member's own misconduct or wilful negligence;

(b) **Inclement weather**

If a member is unable to pursue his occupation due to inclement weather, he shall be entitled to payment at the minimum rate of pay for that specific category of employee: Provided that—

- (i) he has been present and available to work the ordinary hours as required by his employer;
- (ii) he has been suspended from work by his employer due to inclement weather;

- (iii) benefits shall not be payable for the first two hours each day of continuous suspension;
- (iv) the claim for payment is signed by the employer and furnished by the employee to the Council within six weeks of the claim arising.

**(6) Administration of the Fund:**

- (a) The Fund shall be administered by the Council which shall meet monthly or bi-monthly.
- (b) The provisions of the clause 29 (8) of the Agreement shall *mutatis mutandis* apply to the Fund.
- (c) The administrative cost of running the Benefit Fund shall be borne by the Benefit Fund.
- (d) Any decision of the Council in respect of the administration of the Benefit Fund for Non-Artisans is final.

**(7) General provisions:**

- (a) No payment shall be made under this clause if the applicant fails to supply the Council with any relevant information which the Council may require.
- (b) If at any time the amount to the credit of the Fund drops below R200 000 payments shall be suspended and shall not resume until the amount to the credit of the Fund exceeds R250 000.
- (c) A certificate from any registered doctor or hospital shall be sufficient evidence of the illness of the member.

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

(9) (a) Notwithstanding the expiry or cancellation of this Agreement, the Council shall continue to administer the Benefit Fund for Non-Artisans until such time as it is liquidated or transferred to any other fund created for the purpose of providing Medical and Sick Benefits to employees.

(b) In the event of the Council being wound up or dissolved, the Benefit Fund for Non-artisans 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 purposes.

(c) In the event of there being no Council in existence at the time of expiry of this Agreement, the Benefit Fund for Non-Artisans shall be liquidated by the committee or trustees appointed in terms of sub-clause 9 (b).

(d) In the event of the liquidation of the Benefit Fund for Non-Artisans in terms of sub-clauses (9) (a) or 9 (b) the moneys remaining after the payment of all claims against the Benefit Fund for Non-artisans, 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 Benefit Fund for Non-Artisans, the moneys remaining shall be distributed, calculated on each parties representative figure amount the parties to the Council immediately prior to its dissolution.

### 32. PENSION FUND

(1) (a) Every employer shall deduct weekly the amount in respect of the Pension Fund as set out in clause 34 (2), Appendix B, Column B in accordance with the waged band, area and category of employee, in which employee's actual weekly wage falls and every employer shall contribute on behalf of each employee the amount in respect of the Pension Fund as set out in clause 34 (1), Appendix A, Column B in accordance with the wage band, area and category of employee, in which the employee's actual weekly wage falls.

(b) The total amount referred to in paragraph (a) shall be paid to the Council weekly or as approved by the Council: Provided that—

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

(2) (a) The amount paid by an employer in terms of sub-clause (1) shall be applied to a pension or like fund for employees for whom contributions are made.

(b) For the purpose of implementing the objectives of paragraph (a), the Council shall be entitled to enter into an agreement or agreements or to continue an existing agreement or existing agreements with an insurance company. Copies of all rules relating to such fund shall be lodged with the Director-General of Labour, with whom copies of all alterations or amendments thereto shall also be lodged from time to time.

### 33. COLLECTION OF TRADE UNION FEES

(1) An employer may, with the written consent of his employee who is a member of the trade union, deduct from the employee's wages the trade union subscriptions payable by him.

(2) All trade union subscriptions so deducted, less a collection fee of two and a half percent, shall not later than the seventh day of each month, be forwarded by the employer to the trade union, together with a statement showing for whom the amounts are intended.

(3) An employer may, with the written consent of his employee for whom wages are prescribed in clause 21 (1) (a), (b) deduct an amount of R3 per week from the wage of such employee who has worked for him for not less than three full days during that week.

(4) (a) Amounts deducted in terms of sub-clause (1) shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a special trust account.

(b) Notwithstanding any differently worded terms included in this Agreement, the trade union is entitled to the interest earned on that portion of the amount which is deducted from the wage of the employee in terms of clause 33 (3) and which is payable to the said employees' organisation for trade union subscriptions, less a collection fee of two and a half percent towards the general funds of the Council.

(5) The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

(6) The Council may in its discretion include the amount referred to in subclause (1) in any stamp which it may from time to time introduce.

#### **34. CONTRIBUTIONS TO AND LEVIES FOR FUNDS**

(1) Where an employee has worked for an employer for three full working days or more per week the employer shall, in addition to any other remuneration to which such employee is entitled in terms of this Agreement, pay to the Council on behalf of the employee contributions in respect of the wage-band, area and category of employee, in which the employee's actual weekly wage falls, as set out in Appendix A hereunder:

Column A: Holiday Fund contributions.

Column B: Pension Fund contributions.

Column C: Benefit Fund contributions.

Column D: Bargaining Council levies.

Column F: Total value of contributions by employer

(2) Every employer shall deduct weekly from the remuneration of an employee whose actual weekly wage rate falls in any of the under mentioned wage bands, areas and categories of employees and who has worked for three full working days or more during any week, the amounts as set out in Appendix B hereunder, which shall be the employee's contribution to the Pension Fund, Benefit Fund, Council levy and Savings:

Column B: Pension Fund contributions.

Column C: Benefit Fund contributions.

Column D: Bargaining Council levies.

Column E: Savings.

Column F: Total value of contributions by employee.

(3) In addition to the wages as prescribed in Clause 21, every employer shall pay to every employee who has worked a full week of not less than 45 ordinary hours who has been present and available to work the ordinary hours as required by his employer, the amount as set out in column G, Appendix A, in accordance with the wage band, area and category of employee, in which the employee's actual weekly wage falls.

#### **35. SUBSCRIPTIONS — NORTHERN CAPE MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION**

(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 94c per week in respect of each of his employees.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three full days with a member employer in any one week.

(3) Where an employee has worked for two or more members of the employers' organisation during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three full days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall not later than the 15th day of each month forward to the Northern Cape Master Builders' and Allied Trades Association the total amount of contributions received in terms of this clause, less a collection fee of two and a half percent, which amount shall accrue to the general funds of the Council.

#### **36. SUBSCRIPTIONS—BUILDING INDUSTRIES FEDERATION (SOUTH AFRICA)**

(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of R1,00 per week in respect of each of his employees.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three full days with a member employer in any one week.

(3) Where an employee has worked for two or more members of the employers' organisation during any one week, the payment referred in sub-clause (1) shall be made by the employer who has first employed such employee for three full days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall not later than the 15th day of each month forward to the Building Industries Federation (South Africa) the total amount of contributions received in terms of this clause, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

### 37. FUNERAL BENEFIT FUND

(1) The Funeral Benefit Fund (in this clause referred to as the "Fund") established under Government Notice R. 1233 of 26 July 1996, is hereby continued.

(2) The Funeral Benefit Fund shall consist of—

- (a) R33 459,62 transferred from the Military Fund;
- (b) any other moneys which may be transferred to the Fund from future forfeited Holiday Fund moneys; and
- (c) all interest derived from the investment of any moneys of the Funeral Benefit Fund.

(3) The Fund shall be administered by the Council according to rules set up by the Council.

(4) The Council shall meet monthly, bi-monthly or as often as is deemed necessary.

(5) The object of the Fund is to grant an advance (loan) to an employee who experience death and who does not have the necessary funds to bury the deceased.

(6) In order to qualify for benefits under the Funeral Benefit Fund, an employee shall:

- (a) have standing to his credit at least 13 contributions in the 150 days immediately preceding the date of death for whom benefits are applied for of which at least one contribution must have been credited in the last 3 months of that period (prior to death);
- (b) provide such documentary proof as the Council may require.

(7) All expenses incurred in connection with the Administration of the Funeral Benefit Fund shall be charged to it.

(8) The members of the Council who administer the fund in accordance with sub-section (3) shall not be liable for the debts and liabilities of the fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona-fide discharge of their services.

(9) If at any time the amount standing to the credit of the Funeral Benefit Fund falls below R10 000, payment shall be suspended and shall not be resumed until the amount to the credit of the Funeral Benefit Fund exceeds R15 000.

(10) Upon the expiring of this Agreement or the discontinuation of the Fund the moneys standing to its credit shall be transferred to such other fund or funds as the Council may decide, and should the Council fail to come to such decision for any reason whatsoever, such moneys shall accrue to the general funds of the Council.

### 38. EXEMPTIONS

(1) The Council will consider and determine all applications for exemption received by it, in accordance with the conditions and criteria set out in subclause (3) and (4) below.

#### (2) Administrative requirements:

- (a) All applications for exemption shall be in writing and shall be addressed to the Secretary of the Council.
- (b) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Council meeting, for consideration.
- (c) The Secretary of the Council shall provide the Council with details of all the applications for exemption.
- (d) The Council 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 Council may refer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (e) Once the Council 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.
- (f) When the Council 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.
- (g) The applicant(s) will have the right to lodge an appeal against a decision of the Council, not to grant an exemption or the withdrawal of such an exemption with an Independent Exemption Board.

(3) **Exemption conditions:** 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 sub-clauses 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) **Exemption criteria:** The Council 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 terms of exemption;
  - (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 comparable 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 Electrical Installation Section of the Building Industry;
  - (h) any existing special economic or other circumstances which warrant the granting of the exemption;
  - (i) reporting requirements by the applicant and monitoring and re-evaluation processes; and
  - (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

Signed at Kimberley, on behalf of the parties, this 6th day of March 2001.

**V.N. SMAILES**

Chairman

**M.S. TOFFAR**

Vice-Chairman

**P.R. SERFONTEIN**

Secretary

**AMBAGSMANNE EN VAKMANNE**

AANHANGSEL A										AANHANGSEL B							
WERKGEWER SE BYDRAE										WERKNEMER SE BYDRAE							
	Loon interval	Min.-maks. tarief per uur		Kontant bonus	Vakans. fonds A	Pens.-fonds B	Opleid.-fonds C	Byst.-fonds D	Raads-hef. E	Werk/G Totaal G	Pens.-fonds B	Byst.-fonds D	Raads-heffing E	Spaar F	Werk/N Totaal G	Kontant-bonus ingesluit	Seël
AMB	1 .....		8,27	0,51	29,03	27,66	6,78	11,75	0,65	75,87	27,66	11,75	0,65	3,00	43,06	352,04	118,93
	2 .....	8,28	8,37	0,52	29,39	28,00	6,86	11,75	0,65	76,65	28,00	11,75	0,65	3,00	43,40	356,65	120,05
	3 .....	8,38	8,47	0,53	29,76	28,35	6,95	11,75	0,65	77,46	28,35	11,75	0,65	3,00	43,75	361,25	121,21
	4 .....	8,48	8,57	0,53	30,09	28,67	7,02	11,75	0,65	78,18	28,67	11,75	0,65	3,00	44,07	365,43	122,25
	5 .....	8,58	8,67	0,54	30,45	29,01	7,11	11,75	0,65	78,97	29,01	11,75	0,65	3,00	44,41	370,04	123,38
	6 .....	8,68	8,77	0,54	30,78	29,33	7,19	11,75	0,65	79,70	29,33	11,75	0,65	3,00	44,73	374,22	124,43
	7 .....	8,78	8,87	0,55	31,14	29,67	7,27	11,75	0,65	80,48	29,67	11,75	0,65	3,00	45,07	378,83	125,55
	8 .....	8,88	8,97	0,56	31,51	30,02	7,36	11,75	0,65	81,29	30,02	11,75	0,65	3,00	45,42	383,43	126,71
	9 .....	8,98	9,07	0,56	31,84	30,33	7,43	11,75	0,65	82,00	30,33	11,75	0,65	3,00	45,73	387,62	127,73
	10 .....	9,08	9,17	0,57	32,20	30,68	7,52	11,75	0,65	82,80	30,68	11,75	0,65	3,00	46,08	392,22	128,88
	11 .....	9,18	9,27	0,57	32,53	31,00	7,59	11,75	0,65	83,52	31,00	11,75	0,65	3,00	46,40	396,40	129,92
	12 .....	8,28	9,37	0,58	32,90	31,34	7,68	11,75	0,65	84,32	31,34	11,75	0,65	3,00	46,74	401,01	131,06
	13 .....	9,38	9,47	0,59	33,26	31,69	7,76	11,75	0,65	85,11	31,69	11,75	0,65	3,00	47,09	405,61	132,20
	14 .....	9,48	9,57	0,59	33,59	32,00	7,84	11,75	0,65	85,83	32,00	11,75	0,65	3,00	47,40	409,80	133,23
	15 .....	9,58	9,67	0,60	33,95	32,35	7,93	11,75	0,65	86,63	32,35	11,75	0,65	3,00	47,75	414,40	134,38
	16 .....	9,68	9,77	0,61	34,32	32,70	8,01	11,75	0,65	87,43	32,70	11,75	0,65	3,00	48,10	419,00	135,53
	17 .....	9,78	9,87	0,61	34,65	33,01	8,09	11,75	0,65	88,15	33,01	11,75	0,65	3,00	48,41	423,19	136,56
	18 .....	9,88	9,97	0,62	35,01	33,36	8,17	11,75	0,65	88,94	33,36	11,75	0,65	3,00	48,76	427,79	137,70
VAK	19 .....		10,07	0,62	35,34	33,67	8,25	11,75	0,65	89,66	33,67	11,75	0,65	3,00	49,07	431,98	138,73

AANHANGSEL A										AANHANGSEL B						
WERKGEWER SE BYDRAE										WERKNEMER SE BYDRAE						
Loon inter- val	Min.-maks. tarief per uur		Kontant bonus	Vakans. fonds A	Pens.- fonds B	Opleid.- fonds C	Byst.- fonds D	Raads- hef. E	Werk/G Totaal G	Pens.- fonds B	Byst.- fonds D	Raads- heffing E	Spaar F	Werk/N Totaal G	Kontant- bonus- ingesluit	Seël
20 .....	10,08	10,17	0,63	35,71	34,02	8,34	11,75	0,65	90,47	34,02	11,75	0,65	3,00	49,42	436,58	139,89
21 .....	10,18	10,27	0,64	36,07	34,37	8,42	11,75	0,65	91,26	34,37	11,75	0,65	3,00	49,77	441,18	141,03
22 .....	10,28	10,36	0,64	36,40	34,68	8,50	11,75	0,65	91,98	34,68	11,75	0,65	3,00	50,08	445,37	142,06
23 .....	10,38	10,47	0,65	36,76	35,03	8,58	11,75	0,65	92,77	35,03	11,75	0,65	3,00	50,43	449,97	143,20
24 .....	10,48	10,57	0,66	37,13	35,37	8,67	11,75	0,65	93,57	35,37	11,75	0,65	3,00	50,77	454,58	144,34
25 .....	10,58	10,67	0,66	37,46	35,69	8,74	11,75	0,65	94,29	35,69	11,75	0,65	3,00	51,09	458,76	145,38
26 .....	10,68	10,77	0,67	37,82	36,04	8,83	11,75	0,65	95,09	36,04	11,75	0,65	3,00	51,44	463,36	146,53
27 .....	10,78	10,87	0,67	38,15	36,35	8,91	11,75	0,65	95,81	36,35	11,75	0,65	3,00	51,75	467,55	147,56
28 .....	10,88	10,97	0,68	38,52	36,70	8,99	11,75	0,65	96,61	36,70	11,75	0,65	3,00	52,10	472,15	148,71
29 .....	10,98	11,07	0,69	38,88	37,04	9,08	11,75	0,65	97,40	37,04	11,75	0,65	3,00	52,44	476,76	149,84
30 .....	11,08	11,17	0,69	39,21	37,36	9,15	11,75	0,65	98,12	37,36	11,75	0,65	3,00	52,76	480,94	150,88
31 .....	11,18	11,27	0,70	39,57	37,71	9,24	11,75	0,65	98,92	37,71	11,75	0,65	3,00	53,11	485,54	152,03
32 .....	11,28	11,37	0,70	39,90	38,02	9,32	11,75	0,65	99,64	38,02	11,75	0,65	3,00	53,42	489,73	153,06
33 .....	11,38	11,47	0,71	40,27	38,37	9,40	11,75	0,65	100,44	38,37	11,75	0,65	3,00	53,77	494,33	154,21
34 .....	11,48	11,57	0,72	40,63	38,71	9,49	11,75	0,65	101,23	38,71	11,75	0,65	3,00	54,11	498,94	155,34
35 .....	11,58	11,67	0,72	40,96	39,03	9,56	11,75	0,65	101,95	39,03	11,75	0,65	3,00	54,43	503,12	156,38
36 .....	11,68	11,77	0,73	41,33	39,37	9,65	11,75	0,65	102,75	39,37	11,75	0,65	3,00	54,77	507,73	157,52
37 .....	11,78	11,87	0,74	41,69	39,72	9,73	11,75	0,65	103,54	39,72	11,75	0,65	3,00	55,12	512,33	158,66
38 .....	11,88	11,97	0,74	42,02	40,04	9,81	11,75	0,65	104,27	40,04	11,75	0,65	3,00	55,44	516,51	159,71

AANHANGSEL A										AANHANGSEL B						
WERKGEWER SE BYDRAE										WERKNEMER SE BYDRAE						
Loon inter- val	Min.-maks. tarief per uur		Kontant bonus	Vakans fonds A	Pens.- fonds B	Opleid.- fonds C	Byst.- fonds D	Raads- hef. E	Werk/G Totaal G	Pens.- fonds B	Byst.- fonds D	Raads- heffing E	Spaar F	Werk/N Totaal G	Kontant- bonus ingesluit	Seël
39 .....	11,98	12,07	0,75	42,38	40,38	9,89	11,75	0,65	105,05	40,38	11,75	0,65	3,00	55,78	521,12	160,83
40 .....	12,08	12,17	0,75	42,72	40,70	9,97	11,75	0,65	105,79	40,70	11,75	0,65	3,00	56,10	525,30	161,89
41 .....	12,18	12,27	0,76	43,08	41,04	10,06	11,75	0,65	106,58	41,04	11,75	0,65	3,00	56,44	529,91	163,02
42 .....	12,28	12,37	0,77	43,44	41,39	10,14	11,75	0,65	107,37	41,39	11,75	0,65	3,00	56,79	534,51	164,16
43 .....	12,38	12,47	0,77	43,77	41,71	10,22	11,75	0,65	108,10	41,71	11,75	0,65	3,00	57,11	538,69	165,21
44 .....	12,48	12,57	0,78	44,14	42,05	10,30	11,75	0,65	108,89	42,05	11,75	0,65	3,00	57,45	543,30	166,34
45 .....	12,58	12,67	0,79	44,50	42,40	10,39	11,75	0,65	109,69	42,40	11,75	0,65	3,00	57,80	547,90	167,49
46 .....	12,68	12,77	0,79	44,83	42,71	10,47	11,75	0,65	110,41	42,71	11,75	0,65	3,00	58,11	552,09	168,52
47 .....	12,78	12,87	0,80	45,19	43,06	10,55	11,75	0,65	111,20	43,06	11,75	0,65	3,00	58,46	556,69	169,66
48 .....	12,88	12,97	0,80	45,53	43,38	10,63	11,75	0,65	111,94	43,38	11,75	0,65	3,00	58,78	560,87	170,72
49 .....	12,98	13,07	0,81	45,89	43,72	10,71	11,75	0,65	112,72	43,72	11,75	0,65	3,00	59,12	565,48	171,84
50 .....	13,08	13,17	0,82	46,25	44,07	10,80	11,75	0,65	113,52	44,07	11,75	0,65	3,00	59,47	570,08	172,99

# NIE-AMBAGSMANNE EN WERKERS, GESPEFISEERDE VAARDIGHEDE

AANHANGSEL A										AANHANGSEL B						
WERKGEWER SE BYDRAE										WERKNEMER SE BYDRAE						
Loon band	Min.-maks. tarief per uur	Kontant bonus	Vakans- fonds A	Pens- fonds B	Oplei- fonds C	Byst- fonds D	Raads- hef. E	Werk/G Totaal G		Pens- fonds B	Byst- fonds D	Raads- heffing E	Spaar F	Werk/N Totaal G	Kontant- bonus ingesluit	Seël
A/W 1 .....	3,77	0,23	13,22	12,60	3,09	3,66	0,65	33,22		12,60	3,66	0,65	3,00	19,91	160,09	53,13
2 .....	3,78	3,87	0,24	13,59	12,95	3,17	3,66	0,65	34,02	12,95	3,66	0,65	3,00	20,26	164,69	54,28
3 .....	3,88	3,97	0,25	13,95	13,29	3,28	3,66	0,65	34,81	13,29	3,66	0,65	3,00	20,60	169,30	55,41
4 .....	3,98	4,07	0,25	14,28	13,61	3,33	3,66	0,65	35,53	13,61	3,66	0,65	3,00	20,92	173,48	56,45
5 .....	4,08	4,17	0,26	14,65	13,95	3,42	3,66	0,65	36,33	13,95	3,66	0,65	3,00	21,26	178,09	57,59
6 .....	4,18	4,27	0,26	14,98	14,27	3,50	3,66	0,65	37,06	14,27	3,66	0,65	3,00	21,58	182,27	58,64
7 .....	4,28	4,37	0,27	15,34	14,62	3,58	3,66	0,65	37,85	14,62	3,66	0,65	3,00	21,93	186,87	59,78
8 .....	4,38	4,47	0,28	15,70	14,96	3,67	3,66	0,65	38,64	14,96	3,66	0,65	3,00	22,27	191,48	60,91
KWK 9 .....	4,57	0,28	16,03	15,28	3,74	3,66	0,65	39,36		15,28	3,66	0,65	3,00	22,59	195,66	61,95
10 .....	4,58	4,67	0,29	16,40	15,62	3,83	3,66	0,65	40,16	15,62	3,66	0,65	3,00	22,93	200,27	63,09
11 .....	4,68	4,77	0,30	16,76	15,97	3,91	3,66	0,65	40,95	15,97	3,66	0,65	3,00	23,28	204,87	64,23
12 .....	4,78	4,87	0,30	17,09	16,29	3,99	3,66	0,65	41,68	16,29	3,66	0,65	3,00	23,60	209,05	65,28
13 .....	4,88	4,97	0,31	17,46	16,63	4,08	3,66	0,65	42,48	16,63	3,66	0,65	3,00	23,94	213,66	66,42
14 .....	4,98	5,07	0,31	17,79	16,95	4,15	3,66	0,65	43,20	16,95	3,66	0,65	3,00	24,26	217,84	67,46
15 .....	5,08	5,17	0,32	18,15	17,29	4,24	3,66	0,65	43,99	17,29	3,66	0,65	3,00	24,60	222,45	68,59
16 .....	5,18	5,27	0,33	18,51	17,64	4,32	3,66	0,65	44,78	17,64	3,66	0,65	3,00	24,95	227,05	69,73
17 .....	5,28	5,37	0,33	18,84	17,95	4,40	3,66	0,65	45,50	17,95	3,66	0,65	3,00	25,26	231,24	70,76
18 .....	5,38	5,47	0,34	19,21	18,30	4,48	3,66	0,65	46,30	18,30	3,66	0,65	3,00	25,61	235,84	71,91

AANHANGSEL A										AANHANGSEL B						
WERKGEWER SE BYDRAE										WERKNEMER SE BYDRAE						
Loon band	Min.-maks. tarief per uur		Kontant bonus	Vakans- fonds A	Pens- fonds B	Oplei.- fonds C	Byst- fonds D	Raads- hef. E	Werk/G Totaal G	Pens- fonds B	Byst- fonds D	Raads- heffing E	Spaar F	Werk/N Totaal G	Kontant- bonus ingesluit	Seël
19 .....	5,48	5,57	0,35	19,57	18,65	4,57	3,66	0,65	47,10	18,85	3,66	0,65	3,00	25,96	240,44	73,06
20 .....	5,58	5,67	0,35	19,90	18,96	4,65	3,66	0,65	47,82	18,96	3,66	0,65	3,00	26,27	244,63	74,09
21 .....	5,68	5,77	0,35	20,27	19,31	4,73	3,66	0,65	48,62	19,31	3,66	0,65	3,00	26,62	248,78	75,24
22 .....	5,78	5,87	0,36	20,60	19,62	4,81	3,66	0,65	49,34	19,62	3,66	0,65	3,00	26,93	253,42	76,27
23 .....	5,88	5,97	0,37	20,96	19,97	4,89	3,66	0,65	50,13	19,97	3,66	0,65	3,00	27,28	258,02	77,41
24 .....	5,98	6,07	0,38	21,32	20,32	4,98	3,66	0,65	50,93	20,32	3,66	0,65	3,00	27,63	262,62	78,56
25 .....	6,08	6,17	0,38	21,66	20,63	5,06	3,66	0,65	51,66	20,63	3,66	0,65	3,00	27,94	266,81	79,60
26 .....	6,18	6,27	0,39	22,02	20,98	5,14	3,66	0,65	52,45	20,98	3,66	0,65	3,00	28,29	271,41	80,74
27 .....	6,28	6,37	0,39	22,35	21,29	5,22	3,66	0,65	53,17	21,29	3,66	0,65	3,00	28,60	275,60	81,77
28 .....	6,38	6,47	0,40	22,71	21,64	5,30	3,66	0,65	53,96	21,64	3,66	0,65	3,00	28,95	280,20	82,91
29 .....	6,48	6,57	0,41	23,08	21,99	5,39	3,66	0,65	54,77	21,99	3,66	0,65	3,00	29,30	284,80	84,07
30 .....	6,58	6,67	0,41	23,41	22,30	5,46	3,66	0,65	55,48	22,30	3,66	0,65	3,00	29,61	288,99	85,09
31 .....	6,68	6,77	0,42	23,77	22,65	5,55	3,66	0,65	56,28	22,65	3,66	0,65	3,00	29,96	293,59	86,24
32 .....	6,78	6,87	0,43	24,13	22,99	5,63	3,66	0,65	57,06	22,99	3,66	0,65	3,00	30,30	298,20	87,36
33 .....	6,88	6,97	0,43	24,47	23,31	5,71	3,66	0,65	57,80	23,31	3,66	0,65	3,00	30,62	302,38	88,42
34 .....	6,98	7,07	0,44	24,83	23,66	5,80	3,66	0,65	58,60	23,66	3,66	0,65	3,00	30,97	306,98	98,57
35 .....	7,08	7,17	0,44	25,16	23,97	5,87	3,66	0,65	59,31	23,97	3,66	0,65	3,00	31,28	311,17	90,59
36 .....	7,18	7,27	0,45	25,52	24,32	5,96	3,66	0,65	60,11	24,32	3,66	0,65	3,00	31,63	315,77	91,74
37 .....	7,28	7,37	0,46	25,89	24,66	6,04	3,66	0,65	60,90	24,66	3,66	0,65	3,00	31,97	320,38	92,87
38 .....	7,38	7,47	0,46	26,22	24,98	6,12	3,66	0,65	61,63	24,98	3,66	0,65	3,00	32,29	324,56	93,92

AANHANGSEL A										AANHANGSEL B						
WERKGEWER SE BYDRAE										WERKNEMER SE BYDRAE						
Loon band	Min.-maks. tarief per uur		Kontant bonus	Vakans- fonds A	Pens.- fonds B	Oplei.- fonds C	Byst.- fonds D	Raads- hef. E	Werk/G Totaal G	Pens.- fonds B	Byst.- fonds D	Raads- heffing E	Spaar F	Werk/N Totaal G	Kontant- bonus ingesluit	Seël
39 .....	7,48	7,57	0,47	26,58	25,33	6,21	3,66	0,65	62,43	25,33	3,66	0,65	3,00	32,64	329,16	95,07
40 .....	7,58	7,67	0,48	25,94	25,67	6,29	3,66	0,65	63,21	25,67	3,66	0,65	3,00	32,98	333,77	96,19
41 .....	7,68	7,77	0,48	27,28	25,99	6,37	3,66	0,65	63,95	25,99	3,66	0,65	3,00	33,30	337,95	97,25
42 .....	7,78	7,87	0,49	27,64	26,33	6,45	3,66	0,65	64,73	26,33	3,66	0,65	3,00	33,64	342,56	98,37
43 .....	7,88	7,97	0,49	27,97	26,65	6,53	3,66	0,65	65,46	26,65	3,66	0,65	3,00	33,96	346,74	99,42
44 .....	7,98	8,07	0,50	28,33	27,00	6,61	3,66	0,65	66,25	27,00	3,66	0,65	3,00	34,31	351,34	100,56
45 .....	8,08	8,17	0,51	28,70	27,34	6,70	3,66	0,65	67,05	27,34	3,66	0,65	3,00	34,65	355,95	101,70
N1 .....	8,18	8,27	0,51	29,03	27,66	6,78	11,75	0,65	75,87	27,66	11,75	0,65	3,00	43,06	352,04	118,93
N2 .....	8,28	8,37	0,52	29,39	28,00	6,86	11,75	0,65	76,65	28,00	11,75	0,65	3,00	43,40	356,65	120,05
N3 .....	8,38	8,47	0,53	29,76	28,35	6,95	11,75	0,65	77,46	28,35	11,75	0,65	3,00	43,75	361,25	121,21
N4 .....	8,48	8,57	0,53	30,09	28,66	7,02	11,75	0,65	78,17	28,66	11,75	0,65	3,00	44,06	365,44	122,23
N5 .....	8,58	8,67	0,54	30,45	29,01	7,11	11,75	0,65	78,97	29,01	11,75	0,65	3,00	44,41	370,04	123,38

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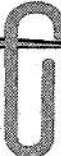
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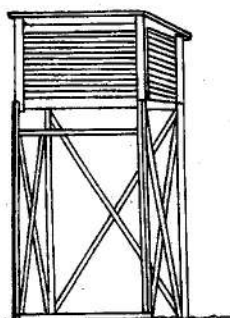
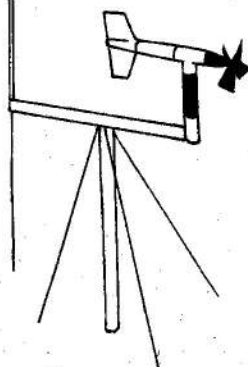
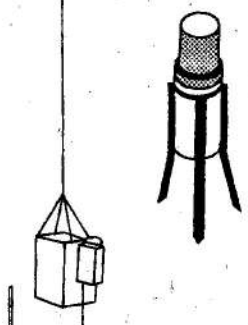
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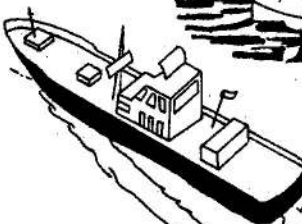
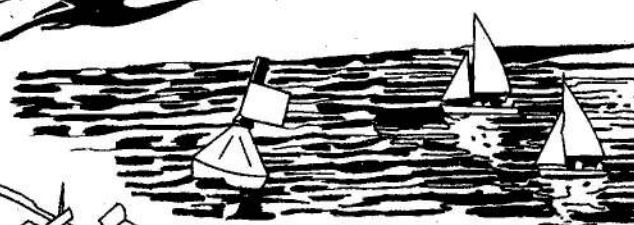
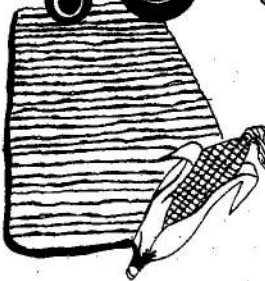
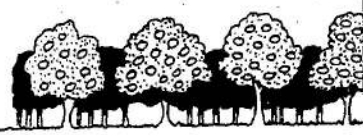
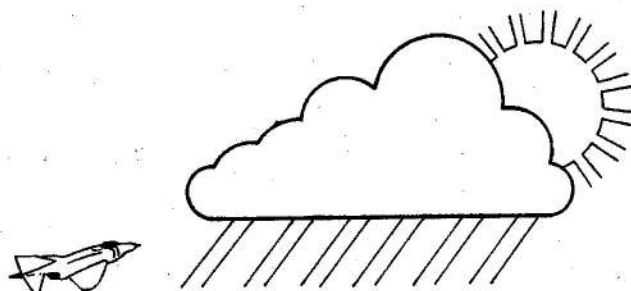
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