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GOVERNMENT NOTICE

GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1217

22 October 2004

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY, NORTH AND WEST BOLAND: EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Building Industry, North and West Boland, 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 1 November 2004, and for the period ending 31 October 2005.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND COLLECTIVE AGREEMENT

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

Master Builders Association North Boland
Master Builders Association West Boland

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

Building Workers Union

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Building Bargaining Council North and West Boland.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed—
 - (a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisations and the trade unions, respectively;
 - (b) in the Magisterial Districts of Ceres, Hopefield, Montagu, Moorreesburg, Piketberg, Robertson, Swellendam, Tulbagh, Vredenburg and Worcester.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
 - (a) only those classes of employees for whom wages are prescribed in this Agreement;
 - (b) apprentices and learners only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;
 - (c) labour-only contractors, 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 construction surveyors and other such persons doing practical work in the completion of their academic training;
 - (c) foremen or general foremen;
 - (d) non-parties in respect of clauses 1 (1) (a), 2, 20 (1), 21, 23 (6) (b) and 24 (5) of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding 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 till 31 October 2005.

3. INDUSTRIAL ACTION

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

4. DEFINITIONS

Any term or expression used in this Agreement which is defined in the Labour Relations Act, No. 66 of 1995, shall have the same meaning as in that Act and any reference to an Act shall include any amendment of such Act; further, unless the context otherwise indicates—

- “**Act**” means the Labour Relations Act, No. 66 of 1995;
- “**application**” means an application in writing on a form specified by the Council;
- “**apprentice**” means a person registered under a contract of apprenticeship in terms of the Manpower Training Act, 1981;
- “**approve**” or “**approval**” means written approval;
- “**Area ‘A’**” means the Magisterial District of Worcester;
- “**Area ‘B’**” means the Magisterial District of Hopefield, Moorreesburg, Piketberg and Vredenburg;
- “**Area ‘C’**” means the Magisterial District of Ceres and Tulbagh;
- “**Area ‘D’**” means the Magisterial Districts of Montagu, Robertson and Swellendam;
- “**artisan Category 3**” means any person registered as such in terms of clause 7 (4) of this Agreement and who is permitted to perform skilled work as defined;
- “**artisan Category 3A**” means any person registered as such in terms of clause 7 (4) of this Agreement and who is permitted to perform skilled work as defined;
- “**artisan Category 2**” means any person registered as such in terms of clause 7 (4) of this Agreement and who is permitted to perform skilled work as defined;
- “**artisan Category 1**” means any person registered as such in terms of clause 7 (4) of this Agreement and who is permitted to perform skilled work as defined;
- “**block**” means a walling unit, the face dimensions of which exceed either 300 mm in length or 150 mm in height;
- “**blocklayer**” means any person over the age of 21 years who is registered with the Council in terms of clause 7 (3) of this Agreement, and who has been issued with the appropriate registration card by the Council, who is engaged in the laying of blocks as defined in this Agreement, on any type of construction, or the laying of paving slabs, precast concrete channels and kerbs, but who shall not be permitted to lay bricks of any size or type, except where these are required for bonding purposes;
- “**builder’s hoist**” means an appliance used in connection with building work for raising or lowering material by means of a platform, skip, cage or other receptacle on a fixed guide or guides;
- “**Building Industry**” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the site of the buildings or structures or elsewhere (provided that such manufacturing activities shall be limited to the specific manufacturing activities that are mentioned in the following trades or subdivisions thereof and shall further be limited to the carrying out of such activities by an employer who is associated with his employees for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures, for use by him in the conducting of the aforesaid activities), and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolition was not carried out for the purpose of preparing the sites for building operations:
 - bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting, and the erecting of prefabricated structures or garden walls and/or boundary walls with posts, slabs or any other materials;
 - concrete paving*, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building, whether such paving forms and integral part of the structure or not;
 - french polishing*, which includes polishing with a brush or pad and spraying with any composition;
 - joinery*, which includes the manufacture of all articles of joinery, whether or not the fixing of the article in the building or structure is done by the person making or preparing the article used;
 - masonry*, which includes stone cutting and building, also the cutting and building of ornamental stone work, concreting and the fixing or building of precast and/or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery, other than stone polishing machinery, and the sharpening of masons’ tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metalwork, which includes the manufacture to specification for installation in specified buildings and the manufacture of stocks, the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metalwork, and the manufacture and/or fixing of drawn metalwork and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes the processes of signwriting and wall decoration, decorating, enameling, graining, marbling, staining, varnishing, glazing, gilding, lining, stenciling, paper-hanging, spraying, wax-polishing, distempering, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, the washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

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

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire prevention equipment installation and the manufacture and fitting of all sheetmetal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

shop, office and bank fitting, which includes the manufacture to specification for installation in specified buildings and manufacture of stocks and/or the fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

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

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

"building worker Category 4" means an employee duly approved and registered with the Council in terms of clause 7 (3) and issued with the appropriate registration card, and who may perform only those facets of skilled work for which he is registered and as indicated on the registration card issued to him, and includes operators of floor sanding machines and operators of stone and terrazzo polishers;

"building worker Category 3" means an employee duly approved and registered with the Council in terms of clause 7 (3) and issued with the appropriate registration card, and who may perform only those facets of skilled work for which he is registered and as indicated on the registration card issued to him, and includes joinery assemblers and joinery machine operators;

"building worker Category 2" means an employee duly approved and registered with the Council in terms of clause 7 (3) and issued with the appropriate registration card, and who may perform only those facets of skilled work for which he is registered and as indicated on the registration card issued to him, and includes blocklayers, glaziers, fork lift drivers and front-end loader operators;

"building worker Category 1" means an employee duly approved and registered with the Council in terms of clause 7 (3) and issued with the appropriate registration card, and who may perform only those facets of skilled work for which he is registered and as indicated on the registration card issued to him, and includes artisans carpet and floorlayers, artisan waterproofers, ceiling and partition erectors and crane operators;

"carpet layer" means an employee who is registered as such with the Council and who is engaged in one or more of the following activities:

The laying and/or fixing and/or stretching of all types of carpeting and carpet wall coverings, including the supervision of employees engaged in carpet fitting and the fitting of carpet wall coverings and general workers;

"ceiling and/or partition erector" means an employee who is registered as such with the Council and who is engaged in one or more of the following activities: Setting out, levelling and plumbing, cutting and fitting of all metal components, cutting and fitting of all ceiling boards and partition panels, fitting doors and locks, cutting and fitting of glass, including the supervision of ceiling and partition workers and general workers;

"claim" means the amount to which a member of the Medical Aid Fund is entitled in respect of expenses incurred by him in connection with medical or dental services, hospitalisation, medicine or any other benefit to which he or his dependants are entitled in terms of the rules of the Medical Aid Fund;

"cleaner" means an employee engaged on any one or more of the following activities: Cleaning and/or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, tanks, containers or other articles, including polishing floors, furniture or vehicles, brushing carpets, removing excess waste materials and other cleaning activities incidental to the foregoing;

"contribution book" means the official card or book issued by the Council to employees each year for the purpose of safeguarding their stamps, and "Holiday Fund Card" or "book" shall have the same meaning for the purposes of this Agreement;

"Council" means the Building Bargaining Council North and West Boland, registered in terms of section 29 of the Act;

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

"employer" means any person whatsoever, including a person acting as a labour broker or temporary employment service, who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business, and "employ" and "employment" have corresponding meanings;

"floor layer" means an employee who is registered as such with the Council and who is engaged in one or more of the following activities: Laying and fixing of floors of wood, mosaic, composition rubber or any other similar material, but excluding carpeting, the fixing of all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, inlaid linoleum, malthoid, asphalt tiles or asphalt-based materials, cork, rubber, vinyl and plastic compositions (but excluding carpeting), the supervision of employees engaged in floor laying or the fixing of floor and wall coverings;

"Former Agreement" means the Agreement published under Government Notice No. R. 805 of 9 June 1995, as amended, extended or re-enacted;

"foreman" means an employee who—

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

"general foreman" means an employee who gives out work to and directly coordinates and supervises those categories of employees covered by this Agreement and whose duties inter alia may encompass all or any of the following:

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

"general worker" means an employee engaged in any one or more of the following operations:

- (a) In the section of the Industry involved in asphaltting, waterproofing and/or damp-proofing to roofs, walls, ceilings, floors and other surfaces:

Attending to fire and cleaning up;
cutting damp course and placing in position;
mixing asphalt macadam; dumping and placing material at laying site; rolling with hand rollers;
mixing mastic asphalt in pots and rubbing up laid mastic until cold;
applying key coat preparatory to application of finishing coat of mastic asphalt on all vertical and inclined surfaces;
bitumastic treatment to all surfaces.

- (b) In the block or bricklaying section of the Industry:

Cutting of toothings and indents for bonding brickwork;
filling in joints between joint of brick and concrete beam;
grouting of joints in bricks and tile floors and cleaning off;
laying of blocks in the construction of concrete floors and concrete roofs;
laying of blocks not bedded in mortar or mastic;
laying loose tiles on surfaces without bedding;
placing into position of uprights, slabs and similar walling components, where no plumbing is required;
grouting in joints in walling and paving;
operating a carborundum or tungsten saw or similar equipment;
applying any liquid reviver to brickwork, slasto or similar material;
applying tar or similar products to all surfaces;
cutting of brick or similar material;
cutting damp course and placing into position;
jointing and pointing of brickwork;

- priming surfaces with bitumastic or waterproofing solutions;
washing down bricks.
- (c) In the carpet laying section of the Industry:
 - Assisting carpet layers and carpet fitters in all carpet laying operations;
 - mixing, applying and spreading adhesives preparatory to the fitting of all types of carpeting;
 - straightcutting;
 - using rollers or other appliances for the purposes of bedding down carpeting after setting, laying or fitting.
- (d) In the ceilings and partitioning erection section of the Industry:
 - Assembling and handling of metal components;
 - drilling of holes;
 - erection of scaffolding;
 - fitting of all forms of hold-down clips to ceiling panels;
 - fixing of steel spring clips to aluminium covering strips;
 - fixing of supports to ceiling panels;
 - glueing and applying vinyl sheeting to partition panels;
 - laying fibreglass;
 - placing veneered or plain or vyanide/vynalast-cladded panels of chipboard, gypsum or asbestos-cement manufacture in position and pressing the holding cover strips in position;
 - using pop rivetters and specialised ceiling and/or partition tools.
- (e) In the concreting section of the Industry:
 - Floating of concrete;
 - laying, levelling and screeding of concrete and operating a concrete vibrator, under supervision;
 - mixing of concrete by hand;
 - operating a concrete or mortar mixer of any similar machine;
 - shoveling materials into or removing them from mortar or concrete mixing machine;
 - sieving sand and mixing mortar or concrete by hand with shovels.
- (f) In the floor and wall covering section of the Industry:
 - assisting flooring artisans and floor layers in all floor-laying operations;
 - mixing, applying and spreading adhesives preparatory to the setting out of floor blocks, tiles, sheeting and similar materials;
 - straightcutting;
 - using rollers or other appliances for the purposes of bedding down flooring materials after setting or laying.
- (g) In the painting, decorating and glazing section of the Industry:
 - All work preparatory to the application of Kenitex or similar materials;
 - applying solution to cement tiles on roofs, using a block brush;
 - assisting skilled employees in grain filling preparatory to polishing of wood surfaces with fabric;
 - cleaning down of teak or other hard woods by using solvent steel wools;
 - cleaning of glass after glazing;
 - cleaning completed frames in preparation for puttying;
 - kneading of putty to correct consistency;
 - painting of joints and backs of stone with waterproofing compound;
 - painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint;
 - preparing roofs, including scraping and wirebrushing, prior to painting;
 - preservative painting of all builders' plant;
 - priming of surfaces with bitumastic or waterproofing solutions;
 - scraping, washing, cleaning and rubbing down of walls and surfaces prior to painting;
 - treating timber with preservative;
 - use of abrasives of all kinds by hand, including rubbing compounds on preparatory work in painting and spraying;
 - washing down new galvanized surfaces prior to painting and treating new galvanized surfaces with blow amp, or paint solvent or oxidizing agents;

- applying limewash and cement wash to all surfaces;
 - applying decorative bitumastic to pipes;
 - applying chemical adhesive to corrugated iron roofs by means of a paint brush;
 - applying carbolineum;
 - applying paint to roofs;
 - applying anti-corrosive paints to structural steel work and tanking;
 - knotting or painting of nailheads on ceiling;
 - painting of unpainted steel girders with a primer paint;
 - sandpapering between coats;
 - stopping or puttying woodwork, walls and ceilings;
 - applying back putty for glazing and cleaning off excess tags therefrom;
 - sandblasting, pickling or otherwise preparing structural surfaces prior to coating or applying protective coatings to such surfaces by brush or spray.
- (h) in the metal work section of the Industry:
- Bending and/or body-forming of metal by machine;
 - coupling steel windows and door frames, under supervision;
 - drilling or punching and tapping metal by power or hand machines;
 - fixing lugs to steel windows and door frames;
 - operating a power-driven grinding machine on metal;
 - filing by hand.
- (i) In the plastering section of the Industry:
- Bagging down walls and ceilings;
 - filling of moulds with a facing mixture or concrete mixture, using a shovel;
 - filling in blemishes on the face of finished articles, using a cement mixture, and rubbing the face with a piece of sacking;
 - laying and leveling of concrete, operating a concrete vibrator, and assisting in screeding;
 - raking out of brick joints and preparation of surfaces for plastering;
 - setting up moulds, and stripping of casings and castings;
 - stopping of joints of moulds with plaster of paris by hand or with the use of a piece tin, under supervision;
 - tamping of the filling in moulds;
 - cement-washing of all surfaces;
 - operating a rotating solid disc-type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing;
 - slushing of surfaces preparatory to plastering.
- (j) In the structural carpentry, roofing and scaffold erecting sections of the industry:
- Assisting skilled employees in placing of steel props and fixing to bearers and adjusting to heights;
 - cutting of roofing tiles with tile handcutting machine;
 - cutting scaffold poles or props;
 - erecting scaffolding under supervision;
 - fixing asphalt sheeting to sides of steel and wood frames;
 - fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
 - hoisting shuttering and placing in position, but not fixing;
 - stripping shuttering;
 - tying of roof tiles with wire;
 - wedging up wood props;
 - fixing of terra-cotta and cement roofing tiles;
 - fixing of decking plates;
 - dismantling and/or re-assembling, excluding lining up, preconstructed buildings or structures under supervision;
 - applying solution to cement tiles or roofs, using a block brush;
 - fixing of cork and other insulating materials.
- (k) in the joinery and shopfitting sections of the industry:
- Application of sealer coats to joinery;
 - assisting skilled employees in the application of glue to tenons or wood surfaces prior to carmping or pressing;
 - glueing and/or fixing facings to panels or frames in factory/workshops;
 - operating automatic or manual presses;
 - placing and fixing in position of egg-crating, fillets or acoustic material in recesses formed by frames, in factory/workshop;
 - cleaning mortices;

fixing of steel spring clips to aluminium cover strips.

(l) In the steelwork, steel construction or steel re-inforcing sections of the Industry:

Binding or tying with wire steel re-inforcing materials and cutting, bending, assembling, erecting and fixing such materials;
erecting steel formwork and columns, excluding lining up, plumbing and levelling;
hoisting of steel and laying into position;
sorting, selecting, assembling, elementary tying or securing restressing cables or re-inforcement.

(m) In the plumbing and drainlaying section of the Industry:

Cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;
caulking of joints in drains;
manually digging trenches, holes, etc.

(n) In the stonework, masonry and monumental masonry section of the Industry:

Attending swing saws, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;
grouting in joint and filling backs of stonework after fixing;
operating swing saws, stone polishing machinery and compressors for stonework;
painting of joints and backs of stone with waterproofing compound;
working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;
operating a dunter, including a hand dunter, turning lathe, circular saws (in respect of monumental work), stone polishing machinery, including hand polishing equipment, letter cutting machines, swing and frame saws, under supervision;
sharpening of tools.

(o) In all sections of the Industry:

Assisting skilled employees or higher graded workers wherever necessary, but not to perform such higher graded work;
baling waste or scrap metal by hand or machine;
carrying mortar, bricks, stone, concrete or other materials;
cutting, drilling, chasing and plugging in brick and concrete;
breaking, chipping, compacting, loosening or ramming earth, concrete, rock, sand, soil, stone or other materials by means of a power-driven hand-held tool or device such as earth-hammer, jack-hammer, paving breaker, rockdrill or scabbler;
oiling and greasing of machinery;
removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;
scrubbing down and cleaning, using steel wire brushes or scrubbing brushes;
cladding roofs with grass;
gauging sand, stone and cement;
cutting up scrap metal by hand;
repetitive cutting of rough materials on site with power tools;
cooking or otherwise preparing or serving meals;
delivering or collecting messages, letters, parcels or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
making, maintaining or drawing fires or removing ashes, refuse or waste;
making or serving tea or similar beverages;
cutting down, uprooting, removing or destroying trees or vegetation;
manually demolishing or breaking up buildings, walls or other structures;
manually hauling, pulling or pushing wheelbarrows, trolleys or other vehicles;
opening and closing valves or cocks, including control valves or cocks for pumps;
removing, emptying, cleaning or replacing sanitary pails or cleaning sewerage pipes or points;
performing any other work of an unskilled nature not elsewhere specified or apportioned to any other class or grade of employee, but excluding the activities included in the definition of "cleaner";

"glazier" means an employee who is engaged in the final fitting and fixing of glass into frames, who is registered with the Council as such and who has been issued with a registration card;

"guard" means an employee who is engaged in patrolling premises and guarding property where building work is being performed;

"Industry" means the Building Industry;

"labour-only contract" means a contract, agreement, arrangement or understanding in terms of which an employer undertakes to do the work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, and where such employer is not responsible for the payments 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;

"labour-only contractor" means a contract, agreement, arrangement or understanding in terms of which an employer undertakes to do the work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, and where such employer 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, and shall include the concept of any group of employees being shifted in an organized manner from one building site to another, irrespective as to whether or not they are working for an owner-builder as defined;

"owner-builder" means any person whatsoever, who employs persons, whether at remuneration or not, for the purpose of performing work in the Building Industry, as defined, on an existing dwelling-house, or with the purpose of erecting a new dwelling-house, and who has been issued with a licence as an owner-builder by the Council: Provided that a licence as an owner-builder shall be issued only if application therefor is made in such form and with the furnishing of such information as specified by the Council from time to time, and after payment of an amount of R50,00 to the Council, which amount shall cover the cost of the licence: Provided further that a licence as an owner-builder shall be issued only in respect of building work on a dwelling-house occupied or to be occupied by the applicant himself and not in respect of building work on any building to be used for business purposes or for letting purposes: Provided further that a licence as an owner-builder shall not be issued to the same person in respect of the building work on a second or more dwelling-house in the same village or town or its circumjacent municipal area within any continuous period of three years, or where the value of the building work (material plus labour costs) exceeds R65 000,00 per unit;

"overtime" means all time worked outside or in excess of the ordinary hours of work specified in clause 9(1);

"piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

"probationary learner building worker" means a person other than a minor who is registered with the Council as a probationary learner building worker in terms of clause 7 (2) and who has been issued with the appropriate registration card by the Council, valid for a maximum of 28 consecutive working days, and who is engaged in the service of an employer who has entered into an employment agreement with the Council in terms of clause 7 (2);

"roofer" means an employee who is an artisan who is responsible for the setting out of a roof from drawings or otherwise, who determines the positions of battens, slates, tiles, sheets and other roofing material, including shingles, thatch, etc., who may fix flashings, gutters and downpipes to roofs, who is in charge of and who supervises the work of others engaged in roof construction and who is paid wages not less than that prescribed in clause 10 (1) (h) (1);

"rules" means the rules determined by the Council from time to time in terms of this Agreement in respect of the administration of the Benefit Funds operated by the Council in terms of this Agreement;

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

"skilled work" means work of a skilled nature which is normally and customarily performed by a person who has served a contract of apprenticeship or a period of training in terms of the Manpower Training Act, 1981, in any of the trades designated in terms of the Act, including the work of a carpet layer, ceiling and/or partition erector, floor layer, waterproofer or roofer as defined, and furthermore, without in any way limiting the ordinary meaning of the expression "skilled work", includes the following activities:

asphalting: Supervision of all ashalting operations;

bricklaying: Marking and setting out from plans; laying of preconstructed stone blocks, grille blocks, face and other bricks, glass bricks, capping and sill tiles, all brickwork corners, plumbing angles; tuck pointing; installation of prefabricated brick panel walls on site;

metal working: Marking and setting out; setting up and supervising machines; hand welding and brazing; drilling and tapping by hand; final filing and/or assembly; fixing of builders' smith and founder work, metal frames and stairs, and architectural metal work;

painting: Applying paint, varnish, texture coating, resin-bonded coating and other similar material to all surfaces; paper-hanging and signwriting;

plastering: Modelling and model-making; mould-making; preparing preliminary ruling screeds; rendering materials to surfaces; granolithic work; screeds to floors to receive finished converging such as blocks and vinyl floor tiles, sheeting, etc.;

plumbing and drainlaying: Marking out; setting out; final fixing of assembled piping and fixtures; soldering and brazing on site; supervising laying of pipes to falls;

shopfitting: All operations under shop joining, plus assembling and fixing of shopfronts, shop, office and bank fittings;

shop joinery: Marking and setting out; manufacturing, assembling, planning, finishing and fixing finished woodwork;

steel work: Supervision of bending, placing and fixing in position of steel reinforcement and steel construction materials;

stone and monumental masonry: Drawing, designing and setting out of letters and enrichments; cutting and carving of letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar beds; marking out; fixing of pre-cast or artificial stone or marble;

structural carpentry: Marking out, setting out, fabricating, leveling, plumbing, cutting, adjusting, securing, lining up and fixing materials;

tiling: Setting and fixing of tiles, mosaics, or other similar materials;

waterproofing: Supervision of waterproofing workers and general workers engaged on waterproofing or damp-proofing operations;

wood machining: Setting up machines; supervising machines;

"stamp" means the official stamp voucher sold by the Council to employers;

"structure" includes walls, boundary, garden and retaining walls and monuments;

"task work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages specified in clause 10(1);

"learner building worker Category 4 or 3 or 2 or 1" means an employee duly approved and registered with the council in terms of clause 7 (2) and issued with the appropriate registration card and who may perform skilled work for an employer who has entered into an employment agreement with the Council in terms of clause 7 (2), in any of the skilled trades designated in terms of the Manpower Training Act, 1981, and in the trades of blocklayer, carpet layer, ceiling and/or partition erector, floor layer, glazier, roofer and waterproofer;

"wage" means that portion of remuneration payable in money to an employee in terms of clause 10 (1) in respect of the ordinary hours laid down in clause 9 (1): Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 10(1) it shall mean such higher amount;

"working day" means any day other than Saturday, Sunday or any public holiday or the annual leave period as prescribed in clause 9 (6) of this Agreement in respect of which the ordinary hours of work laid down in clause 9 (1) apply;

"working employer" or "partner" means any employer or any partner who is an employer and who himself performs any work included in the definition of "Building Industry".

"working week" means the customary pay-week of an establishment.

5. LEVELS OF BARGAINING

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

6. REGISTRATION OF EMPLOYERS

(1) Every employer in the Industry to whom this Agreement is applicable shall ensure that he is registered with the Council.

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

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

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

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

(6) Where a partnership, company or close corporation is operating as a labour-only contractor with working partners, directors or members, the partnership, company or close corporation shall upon registration nominate in writing one of the working partners, directors or members as the responsible person for assuring that the partnership, company or close corporation complies with all the provisions of the Agreement in respect of the working partners, directors or members.

(7) Subject to the provisions of the Basic Conditions of Employment Act, 1997, every employer shall keep the following records in respect of every employee in his employment:

- the Bargaining Council number;
- the identity number, full name and residential address;
- the employee's occupation and status;
- record of normal and overtime time worked;
- record of remuneration paid and the calculation thereof, including all deductions.

7. REGISTRATION OF EMPLOYEES

(1) General:

(a) No person may be employed in the Building Industry unless he has been registered with the Council in the manner specified in this Agreement.

(b) The Council shall issue to each registered employee a Bargaining Council identity card, and the employee shall be required to retain that card at all times whilst engaged in work in the Building Industry.

- (c) The Council shall bear the initial costs of the Bargaining Council identity card, but the employee shall be liable for the costs of the replacement of any lost identity card.
- (d) If, at any stage, the employer, in conjunction with the trade union, is of the opinion that a registered employee, who at the time is registered with the Council for less than three years, is not performing his duty to an acceptable level of proficiency, the employer may at his own cost require that the employee undergo a qualifying trade test under section 28 of the Manpower Training Act, 1981. Should the employee be unable to meet the proficiency level for which he was registered, the Council shall re-register that employee in accordance with the result of the section 28 trade test.

(2) Probationary learner building worker and learner building worker:

- (a) A registered employer may employ any person, other than a minor or a person eligible for indentureship as an apprentice in terms of the Manpower Training Act, 1981, as a probationary learner building worker or a learner building worker, after such person has been registered by the Council in the specified manner.
- (b) Upon receipt of the specified application form, the Council shall register the learner in the appropriate employee category and enter the learner's name in a register. The learner shall then be entitled to perform work in the designated trade in respect of which he has been registered.
- (c) The learner shall be entitled to undergo training under the auspices of the Building Industries Training Board, or any other accredited training institution approved by the Council, and his employer.
- (d) A probationary learner building worker shall be registered as a learner building worker Category 4 after he has been employed as such for a maximum of 28 consecutive calendar days (4 weeks) and provided the Council with a letter of reference from an employer who shall employ him as a learner building worker Category 4;
- (e) A learner building worker Category 4 shall be registered as a learner building worker Category 3—
 - (i) on having been employed in his trade with an employer as a learner building worker Category 4 for a minimum of 31 weeks and a maximum of 41 weeks; and
 - (ii) on having attended a recognized training institution for instruction in his trade; and
 - (iii) on having passed all the modules of phase one of the course content for his trade.
- (f) A learner building worker Category 3 shall be registered as a learner building worker Category 2—
 - (i) on having been employed in his trade with an employer as a learner building worker Category 3 for a minimum of 39 weeks and a maximum of 49 weeks; and
 - (ii) on having attended a recognized training institution for instruction in his trade; and
 - (iii) on having passed all the modules of phase two of the course content for his trade.
- (g) A learner building worker Category 2 shall be registered as a learner building worker Category 1—
 - (i) on having been employed in his trade with an employer as a learner building worker Category 2 for a minimum of 39 weeks and a maximum of 49 weeks; and
 - (ii) on having attended a recognized training institution for instruction in his trade; and
 - (iii) on having passed all the modules of phase three of the course content for his trade.
- (h) A learner building worker Category 1 shall be registered as an artisan—
 - (i) on having been employed in his trade with an employer as a learner building worker Category 1 for a minimum of 39 weeks and a maximum of 49 weeks; and
 - (ii) on having attended a recognized training institution for instruction in his trade; and
 - (iii) on having passed a minimum of 100 % of the course content for his trade; and
 - (iv) on having completed his PPC's (Production Performance Criteria) with an employer or at a recognized training institution; and
 - (v) on having passed a category B trade test for his trade at an accredited trade test centre.
- (i) The learner building worker shall be entitled to payment of wages in accordance with the wage specified in respect of his category in terms of clause 10(1) of this Agreement.

(3) Building workers:

- (a) A person in a specified category shall be registered as a building worker in that category in the following circumstances:
 - (i) in respect of Category 4, any person who—
 - (aa) is deemed to be qualified to work as an operator of a floor sanding machine or as an operator of a stone and terrazzo polisher; or
 - (ab) has been registered as a learner building worker Category 4 and has failed to qualify for registration as a learner building worker Category 3;

- (ii) in respect of Category 3, any person who has either—
 - (aa) been registered as joinery assembler in terms of the provisions of the Former Agreement of the Council; or
 - (ab) completed a contract of learnership in terms of this Agreement as a joinery assembler and has passed a trade test approved and recognized by the Council; or
 - (ac) been registered as a learner building worker Category 3 and has failed to qualify for registration as a learner building worker Category 2;
- (iii) in respect of Category 2, any person who—
 - (aa) is deemed to be qualified to work as a fork-lift operator; or front-end loader operator; or has either;
 - (ab) been registered as a blocklayer or glazier in terms of the provisions of the former Agreement of the Council; or
 - (ac) completed a contract of learnership in terms of this Agreement in the trade of blocklayer or glazier and has passed a trade test approved and recognized by the Council; or
 - (ad) been registered as a learner building worker Category 2, and has failed to qualify for registration as a learner building worker Category 1;
- (iv) in respect of Category 1, any person who—
 - (aa) is deemed to be qualified to work as a crane operator; or has either;
 - (ab) been registered as an artisan ceiling and partition erector, carpet and floor layer, or artisan waterproofer in terms of the provisions of the Former Agreement of the Council; or
 - (ac) completed a contract of learnership in the trade of artisan ceiling and partition erector, carpet and floor layer, or artisan waterproofer and has passed a trade test approved and recognized by the Council; or
 - (ad) been registered as a learner building worker Category 1, and has failed to pass 100% of the modules making up the course content of this trade.
- (b) Application for registration in any of the above categories shall be made to the Council in the manner determined by the Council.
- (c) A building worker Category 1 shall not be registered as an artisan unless he has passed the requisite trade test.
- (d) The Council shall register the building worker in a register, and the building worker shall be entitled to perform those facets of skilled work that fall within the modules for which he has obtained a proficiency level within the trade category in respect of which he has been registered.
- (e) The building worker shall be entitled to payment of wages in accordance with the wage prescribed in respect of his category in terms of clause 10 (1) of this Agreement.

(4) Artisan:

(a) Artisan Category 3:

Any person who has either—

- (i) been registered as an artisan in terms of the provisions of the Former Agreement of the Council; or
- (ii) been employed in the Building Industry either within or outside the area of jurisdiction of the Council as a skilled worker, and has achieved a level of competency equivalent to that required of an artisan and who has passed a trade test approved and recognized by the Council; or
- (iii) been employed outside the area of jurisdiction of the Council as a skilled worker and furnishes the Council with such documentary and other proof as the Council may deem necessary to substantiate the applicant's competency;

shall upon application to the Council in the manner specified by the Council be registered as an artisan Category 3.

(b) Artisan Category 3A:

- (i) Any employee who is required or permitted to perform skilled work as defined in this Agreement in the Magisterial Districts of Ceres, Tulbagh or Worcester, and who has been registered as a craftsman Grade 2 in terms of the Former Agreement of the Council, shall be deemed to be an artisan Category 3A.
- (ii) The Council shall no longer register artisans Category 3A.

(c) Artisan Category 2:

Any employee who has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) of the Manpower Training Act, 1981, but does not qualify for registration as an artisan Category 1, shall upon application in the manner specified by the Council be registered as an artisan Category 2.

(d) **Artisan Category 1:**

Any employee who—

- (i) has been registered as a craftsman Grade 1 in terms of the provisions of the Former Agreement of the Council; or
 - (ii) has been issued with a National Technical Certificate Part II (N2) and has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) of the Manpower Training Act, 1981, shall upon application in the manner specified by the Council be registered as an artisan Category 1.
- (e) An artisan shall be entitled to payment of wages in accordance with the wage specified in respect of his category in terms of clause 10 (1) of this Agreement.

8. EMPLOYMENT STANDARDS

(1) **Employment of minors:**

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

(2) **Trial period of employees:**

- (a) The employees for whom wages are specified in clause 10 (1) (a) to and including (d) of this Agreement, shall upon employment in the Industry with any employer engaged in the Industry, be subject to a trial period of 42 working hours, not necessarily consecutive.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the employee concerned shall, during the trial period referred to in subclause (2) (a) hereof, be entitled only to the wage prescribed in clause 10 (1) of this Agreement in respect of all hours worked, without any employer contributions to the Holiday Fund or any other benefit fund of the Council.
- (c) During the trial period referred to in subclause (2) (a) hereof, the employee's employer shall not be compelled to issue the benefit stamp of the Council to the employee concerned.

(3) **Prohibited employment:**

- (a) No employer shall require or permit any person other than a registered artisan, probationary learner building worker, learner building worker, building worker, an apprentice registered with the Building Industry Training Board or a foreman, to perform skilled work in the Industry.
- (b) No employer, foreman, artisan, or any other employee employed in a supervisory capacity by an employer shall instruct, require or permit any employee, other than those referred to in subclause (3) (a) hereof, to perform skilled work.
- (c) No employee, other than those referred to in subclause (3) (a) hereof, shall perform skilled work in the Industry.
- (d) Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee or any category of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe, had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement had not been prohibited.

(4) **Prohibition of piece-work and task-work:**

- (a) The giving out by an employer or the performance by an employee or any group of persons of work on a piece-work and/or task-work basis is prohibited.
- (b) Notwithstanding the provisions of subclause (4) (a), it shall be permissible, by mutual agreement between any individual employer and his employees, or any group of persons other than apprentices, to introduce and to operate a system of incentive payments: Provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to the employees shall not be less than those specified in this Agreement: Provided further that the other provisions of this Agreement are adhered to in every respect.

(5) **Labour-only contractors:**

- (a) No labour-only contractor shall undertake work in the Building Industry in terms of a Labour-only contract unless he is registered with the Council as an employer or, if he is not an employer, as if he was an employer.
- (b) Contractors shall only award work to labour-only contractors if proof of registration with the Council can be provided and compliance with the Councils' Agreement is verified by the Council. Contractors will not be responsible for claims by the employees of labour-only contractors if the contractors have fulfilled this condition.
- (c) Contractors who fail to comply with the provisions of subclause (5) (b) shall only, however, be held responsible for the payment of wages and contributions of the employees of the unregistered labour-only contractor, if such labour-only contractor is unable to fulfill his obligations in terms of this Agreement.

9. TERMS OF EMPLOYMENT**(1) Ordinary hours of work:**

- (a) No employee shall ordinarily be required to work more than the following hours:

Category	Daily hours	Weekly hours
Guards	12 hours	45 hours
Drivers	10 hours	45 hours
All other employees	9 hours	45 hours

- (b) With the exclusion of guards, ordinary hours shall be between 07:00 and 19:00 daily, Monday to Friday. Guards shall be required to work no more than six (6) consecutive days in any week.
- (c) *Paid working time.*—The daily paid working time of an employee shall commence when the employee starts working at his actual place of work or job site, and shall end when the employee stops working at his actual place of work or job site, and shall exclude all travelling time to and from the actual place of work or job site: Provided that if the employee, on the instructions of the employer, has to move to another place of work or job site after his daily paid working time has already commenced, such travelling time shall be deemed to be time worked by the employee.

(2) Intervals:

- (a) Every employee shall be entitled to daily meal and/or rest intervals totalling no more than sixty (60) minutes, which shall not form part of ordinary working hours, and shall be at such times as agreed with his employer.
- (b) No employer shall require an employee to work more than five (5) continuous hours without an interval.

(3) Shift work:

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

(4) Overtime:

- (a) All time worked in excess of the number of ordinary hours of work in one week shall be overtime.
- (b) An employer may request, which request shall not be unreasonably rejected, an employee to work overtime not exceeding four (4) hours per day, Monday to Friday, and not exceeding eight (8) hours on Saturdays or Sundays: Provided that, by mutual voluntary agreement, longer hours may be worked.
- (c) An employee who is engaged in a continuous process of work shall be obliged to work until that process is completed, and shall be paid at overtime rates, as specified in this Agreement.

(5) Public holidays:

The public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognized as paid public holidays. Employees who work on public holidays shall be entitled to the wage specified by clause 10 (4) except that the public holidays falling within the annual leave period specified in clause 9 (6) of this Agreement, shall be paid in the benefit stamp.

(6) Annual leave:

- (a) Every employee shall be entitled to annual leave during the building industry shut-down period, the dates of which shall be determined by the Council not later than 30 June of every year.
- (i) The 2004/2005 annual building industry shut-down period shall commence at 17:00 on 17 December 2004 and end at 08:00 on 10 January 2005.
- (b) Notwithstanding the terms of subclause (6) (a) above, an employee may agree in writing with his employer to work during the period of annual leave and shall be paid the gross wage (the basic wages specified in clause 10 (1) plus the employer contributions referred to in clauses 14, 16, 17 and 20 of this Agreement) for any time worked during that period, with the proviso that nobody shall work during the period 17:00 on 24 December to 08:00 on 2 January.
- (c) Guards and other employees who had to work during the above period shall be granted leave by agreement with their employers equal to the period worked during the annual shut-down.

(7) Sick leave:

An employee shall be entitled to sick leave in accordance with the provisions of the Sick Leave Fund for the Building Industry and clause 16 of this Agreement, and to payment for the period of such sick leave in terms thereof.

(8) Termination of contract of employment:

- (a) An employer or employee who intends terminating a contract of employment shall—
- (i) during the employee's first 24 hours in the employment of the employer, be entitled to terminate such contract without any notice period;

- (ii) if the employee has worked for the employer for four weeks or less, give the other party five working days' notice of termination of such contract;
- (iii) if the employee has worked for the employer for longer than four weeks, give the other party two weeks' notice of termination of such contract.
- (b) If any written contract of employment provides for a period of notice of equal duration for both parties which is longer than that prescribed in this clause, notice shall in accordance with such contract be given over such longer period: Provided that no agreement may require or permit an employee to give a period of notice longer than that required of the employer.
- (c) Notice of termination of a contract of employment must be given in writing, except when it is given by an illiterate employee.
- (d) If an employee who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.
- (e) Notice of termination of a contract of employment given by an employer may—
 - (i) not be given during any period of leave to which the employee is entitled in terms of this Collective Agreement; and
 - (ii) not run concurrently with any period of leave to which the employee is entitled in terms of this Collective Agreement, except sick leave.
- (f) Notice in terms of subclause (8) (a) (ii) and (iii) may be given on any working day before 12 noon, and shall commence as from 08:00 on the following working day.
- (g) Notwithstanding the provisions of this clause, either party shall be entitled to terminate the contract of employment without notice by making payment in lieu of the requisite notice.
- (h) In the event of an employee absconding, or not making the appropriate payment in lieu of notice, and where the employer has proven such, the employer shall be entitled to deduct the appropriate notice pay from any moneys due in terms of the Holiday Fund.
- (i) Nothing in this clause shall affect the right of an employer or employee to terminate a contract of employment without notice for any reason recognised by law as sufficient.
- (j) A contract of employment shall be automatically terminated if an employee is absent from work without the employer's consent for a continuous period of five calendar days, unless such absence is due to circumstances beyond his control.
- (k) Nothing in this clause affects the right to a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law.

(9) Lay-off and suspension:

- (a) An employer shall be entitled to lay-off an employee temporarily—
 - (i) on account of inclement weather;
 - (ii) on account of a shortage of materials, due to circumstances beyond the control of the employer; and
 - (iii) on account of a temporary shortage of work: Provided that one day's notice is given, and that such notice includes the reason for the lay-off, and the period of the lay-off where possible: Provided further that the employer shall not be liable to pay the employee any remuneration during such lay-off.
- (b) An employee may be laid off for a continuous period not exceeding 20 working days: Provided that at the end of such period the employee is given the option of being retrenched according to the procedure outlined in clause 9 (10), or being laid off for a further continuous period of 20 working days, whereupon the option is repeated. The lay-off of an employee for a continuous period of 20 working days shall be limited to a cycle of two lay-offs per annum.
- (c) No employer shall unilaterally suspend an employee from work for any period as a disciplinary measure without giving the employee a fair hearing.
- (d) Any notice of lay-off given in terms of this clause shall be given by the employer in writing and shall clearly indicate the initial period of the lay-off, and when the employees should again report to the employer for further instructions/negotiations, and shall also clearly specify that after the first initial period of the specific lay-off the employee shall have the option of being retrenched or laid-off further.

(10) Retrenchment:

- (a) An employer who proposes retrenchment shall, by no later than ten (10) working days before the proposed date of notice of the termination of any employee's services, provide any of the trade union parties of which prospective retrenchees may, to his knowledge, be members, with the following information in writing:
 - (i) The number of employees who may be retrenched, together with their names, duration of service, Council Holiday Fund numbers, and job categories;

- (ii) the proposed date of implementation of retrenchment;
 - (iii) the reasons for the proposed retrenchment, including all alternatives which the employer has considered and the reasons for their rejection;
 - (iv) the proposed date for consultations with the trade union(s) and/or employee(s) likely to be affected;
 - (v) the proposed severance pay;
 - (vi) the employer's proposals for assistance to retrenched, including the possibility of re-employment.
- (b) In the event that an employee likely to be affected by the proposed retrenchment is not a union member, the information referred to in subclause (10)(a) above shall be forwarded directly to that employee.
- (c) The trade union(s) and/or the employee(s) shall provide the employer with a written response to its retrenchment proposals no later than three (3) working days before the proposed date of consultation, which shall include all its 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 (10) day period referred to in subclause (10) (a) above, the employer shall be entitled to implement its retrenchment proposals.
- (e) The employer shall be entitled to implement its retrenchment proposals at any stage if the trade union(s) and/or employee(s) does not provide its written responses or refuses and/or fails to consult with the employer in accordance with this clause.
- (f) An employee who is retrenched in terms of this clause shall be entitled to a severance payment as provided for in terms of section 196 of the Labour Relations Act, 1995 [one week of that employee's current remuneration (basic wage plus the employer's contributions to the employee's benefit fund provided for in this Agreement) per completed year of continuous service with his employer].
- (11) Maternity leave:**
Maternity leave as prescribed by the Basic Conditions of Employment Act, 1997, shall be granted to all employees who qualify for it. Maternity leave benefits shall be payable as prescribed in clause 16 (5) (g) of this Agreement.
- (12) Family responsibility leave:**
Family responsibility leave shall be granted to employees in terms of clause 16 (5) (i) of this Agreement, subject to the employees being in compliance with the provisions of clause 16 (5) (d) (i) and (ii).
- (13) Compressed working week:**
Employers may introduce the compressed working week concept subject to the provisions of the Basic Conditions of Employment Act, 1997, and subject to the written approval of the Council having been obtained.
- (14) Averaging of working hours:**
Employers may introduce the averaging of working hours concept subject to the provisions of the Basic Conditions of Employment Act, 1997, and subject to the written approval of the Council having been obtained.

10. REMUNERATION

(1) Basic wage:

The basic wage in the Industry shall be as follows:

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per hour	R Per hour	R Per hour	R Per hour
(a) Cleaner.....	6,72	6,72	6,72	6,06
(b) (1) General worker, manufacturing worker, dumper driver and hoist operator	8,40	8,40	8,40	7,66
	Per week	Per week	Per week	Per week
(2) Guard (full time).....	378,18	378,18	378,18	344,70
	Per hour	Per hour	Per hour	Per hour
(c) Building worker Category 4.....	9,24	9,24	9,24	8,58
(d) Building worker Category 3.....	10,31	10,31	10,31	9,62

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per hour	R Per hour	R Per hour	R Per hour
(e) Building worker Category 2.....	11,31	11,31	11,31	10,83
(f) Building worker Category 1.....	12,86	12,86	12,86	10,83
(g) Artisan Category 3: Painter and roofer	13,93	13,93	13,93	13,63
(h) (1) Artisan Category 2: Painter and roofer.....	15,57	15,57	15,57	15,31
(2) Artisan Category 3: In all other trades	15,57	15,57	15,57	—
(i) (1) Artisan Category 2: In all other trades.....	17,37	17,37	17,37	17,23
(2) Artisan Category 3A: Painter.....	15,57	15,57	15,57	—
(3) Artisan Category 1: Painter and roofer.....	17,37	17,37	17,37	—
(j) Artisan Category 3A: In all other trades.....	18,16	—	—	—
(k) Artisan Category 1: In all other trades	19,37	19,37	19,37	19,39
(l) Driver of motor vehicle and operator of power-driven plant who are required to be in possession of a—	Per week	Per week	Per week	Per week
(1) Code 5–7 or B licence.....	378,18	378,18	378,18	344,70
(2) Code 8 or EB licence	415,80	415,80	415,80	386,10
(3) Code 10 or EB1 licence	463,82	463,82	463,82	432,90
(4) Code 11–14 or EC licence.....	519,26	519,26	519,26	487,30
	Per hour	Per hour	Per hour	Per hour
(m) (1) Apprentice in first year of training.....	10,31	10,31	10,31	9,62
(2) Apprentice in second year of training.....	11,54	11,54	11,54	10,83
(3) Apprentice in third year of training	12,86	12,86	12,86	12,15
(n) (1) Learner building worker Category 4	9,24	9,24	9,24	8,58
(2) Learner building worker Category 3	10,31	10,31	10,31	9,62
(3) Learner building worker Category 2	11,54	11,54	10,49	10,83
(4) Learner building worker Category 1	12,86	12,86	12,86	12,15:

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981, and the Skills Development Act, 1998: Provided further that the wages specified above for drivers/plant operators shall be payable if such employees have worked 45 hours in any week. If such employees have, however, worked less than 45 normal hours in any week, their wages for that week shall be calculated as follows: The above specified wages divided by 45 hours, multiplied by the actual number of normal working hours worked.

(2) Higher wages:

Nothing in this clause shall prevent an employer from paying more than the basic wage specified in subclause (1) hereof: Provided that no party to this Agreement or any employee shall be entitled to embark upon a strike or lock-out to compel an employer to pay more than the basic wage specified in this Agreement.

(3) Overtime:

(a) An employer shall pay an employee who works overtime in accordance with clause 9 (4) (a), as follows:

(i) in respect of overtime worked—

on Monday to Friday, inclusive, one and a third times his hourly wage in respect of each hour or part of an hour so worked in any week;

(ii) in respect of overtime worked—

on Saturday prior to 17:00, one and a half times his hourly wage in respect of each hour or part of an hour so worked in any week;

(iii) in respect of overtime worked—

(aa) after 17:00 on Saturday;

(ab) on Sunday and up to the normal starting time on Monday;

(ac) during the leave periods prescribed in clause 9 (6)—

two times his hourly wage in respect of each hour or part of an hour so worked in any week.

(4) Public holidays:

- (a) An employee who is not required to work on a public holiday proclaimed as such in terms of the Public Holidays Act, 1994, which would normally be a working day, shall receive his normal daily basic wage in respect of that public holiday.
- (b) An employee who is required to work on a public holiday which would normally be a working day shall, in addition to the payment in terms of subclause (4)(a), be paid his ordinary basic wage in respect of all hours worked on that day.
- (c) An employee required to work on a public holiday which falls on a Saturday or a Sunday shall be remunerated at two times his hourly wage in respect of each hour or part of an hour so worked.

(5) Shift work:

An employee who works any shift other than the shift during the ordinary hours of work shall receive the basic wage payable under clause 10 (1), plus fifteen per cent (15%): Provided that the provisions of this subclause shall not apply to guards.

(6) Dangerous work:

- (a) An addition to the wages specified in clause 10 (1), an employer shall pay to his employee not less than ten per cent (10%) of such wage in respect of each hour or part of an hour during which such employee is engaged in performing dangerous work.
- (b) For the purpose of this subclause, "dangerous work" means any work—
 - (i) classified as dangerous in any statutory law, provincial ordinance or municipal bylaw or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;
 - (ii) performed on the outside of a building other than in the course of the erection of a new building, on or from a swinging scaffold, boatswain's chair, or a roof or extension ladder at a height of more than 10 m from ground level in connection with the renovation, alteration or repair of such building or the erection of illuminations or the hanging of bunting;
 - (iii) performed on an independent chimney or steel stack at a height of more than 10 m from the ground level; and
 - (iv) performed in old sewers or in trenches over 5 m in depth.

(7) Allowances:

- (a) An employee who in the performance of his duties is required to work away from his ordinary place of residence on a job so situated that such employee can be said to be unable to return to his normal place of residence daily shall, in respect of every night such employee spends away from his ordinary place of residence, be afforded suitable sleeping accommodation which is totally waterproof, properly ventilated, has covered flooring and a bed, free of charge to the employee in close proximity to the place of work, and if three meals per day are not provided free of charge by the employer, a living away allowance of R22,00 per night shall additionally be paid to all employees from whom wages are determined in this Agreement. All relevant transport shall also be provided free of charge by the employer.
- (b) No employer shall make it a condition of employment of an employee that such employee shall use his motorcar or other vehicle in connection with the employer's business.

11. WAGE PAYMENT PROCEDURE

(1) Payment of wages:

- (a) An employee shall receive payment of his wages at the time and place stipulated by his employer: Provided that payment shall be made—
 - (i) at weekly, fortnightly or monthly intervals;
 - (ii) in cash, by cheque or by means of electronic bank transfer, as agreed between the employer and the employee;
 - (iii) by no later than the close of business on the final working day of each pay interval.
- (b) With the exception of payment by means of electronic bank transfers, an employee's remuneration shall be paid on the site where he is employed, or at the office of workshop of the employer.
- (c) An employee whose services are terminated shall receive payment of the appropriate wage on or before the date of termination of his services.

- (d) Every employer shall provide each of his employees with a payslip indicating the employer's name, the name and occupation of the employee, and the period for which payment is made. The payslip shall indicate the calculation of the employee's gross remuneration, employer contributions to benefit funds, deductions, overtime payments, allowances and net remuneration.
- (e) All payments made in cash shall be enclosed in a sealed envelope.
- (f) An employer shall, at the time of payment of an employee's remuneration, provide him with the benefit stamps of the Council to which such employee is entitled.

(2) Deductions from wages:

- (a) An employer shall be entitled to make deductions from an employee's wages—
 - (i) in respect of employee contributions in respect of the Holiday Fund—clause 14(3), Medical Aid Fund—clause 15(6), Retirement Funds—clause 15(5), Sick Pay Fund—clause 16(4), Stabilisation Fund—clause 17(2), expenses of the Council—clause 19(2), trade union subscriptions—clause 20(1) and 20(2), W.P.B. & A.T. Sick Fund—clause 22(1) as specified by this Agreement;
 - (ii) if he is entitled or required to do so by law;
 - (iii) in respect of any other matter, with the employee's written consent.

12. STORAGE AND PROVISION OF TOOLS

(1) Every artisan, learner building worker, building worker or apprentice shall be required, at all times, to be in possession of such tools as are necessary to perform the designated category of work in respect of which he is registered, as specified by the Council from time to time, and shall further be required to maintain such tools in good working order and condition at all times, and shall ensure that all his tools are permanently marked with his name.

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

(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.

(4) An employer shall insure the tools of an employee against loss by fire or theft.

(5) If an employer fails to provide a lock-up in terms of subclause (3), or if an employer after normal working hours fails to keep a lock-up securely locked in terms of subclause (3), or if an employer fails to insure the tools of an employee against loss by fire or theft, such employer shall, if an employee loses his tools as a result of such action or omission, be liable for the loss of such tools and shall pay the Council the amount determined by the Council as the value of the tools lost, but only if the employee has complied with subclauses (1) and (2).

13. BENEFIT STAMPS

(1) Every employee who works for an employer for at least 25 hours in any week shall be entitled to receive benefit stamps in terms of this Agreement, and shall for purposes of this Agreement be deemed an "eligible employee".

(2) Contributions and amounts to be deducted and paid to the Council in terms of this Agreement and which shall be included in the Council's benefit stamps, shall, where an employee has worked for two or more employers in the same contribution week, be deducted and paid by the employer by whom such employee was first employed during that week for 25 hours or more, and shall not be made for more than 42 hours in any week.

(3) An employer shall purchase stamps in the specified form from the Council for the purposes of making the contributions specified in this Agreement in respect of eligible employees, and shall be entitled to obtain a refund from the Council in respect of unused stamps by making application to the Council by no later than 30 June of the year following that in which the stamps were issued.

(4) Every employee to whom stamps are issued shall retain them in a contribution book issued by the Council for these purposes, which may be obtained on application to the Council. No payment shall be made by the Council in respect of stamps not contained in an official contribution book, which shall further remain the property of the Council.

(5) The Council may in its discretion issue separate stamps and contribution books in respect of each of the funds provided for in this Agreement, and may combine any such stamps and/or stamp books.

14. HOLIDAY FUND

(1) The Holiday Fund is hereby continued and shall be continued to be administered by the Council for the purposes of providing eligible employees with leave pay for the period of annual leave in terms of clause 9 (6). Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53 (5) of the Act.

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

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages as prescribed in—				
(i) clause 10 (1) (a)	16,38	16,38	16,38	14,70
(ii) clause 10 (1) (b) and (l) (1)	20,58	20,58	20,58	18,48
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	22,26	22,26	22,26	21,00
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	24,78	24,78	24,78	23,10
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	27,72	27,72	27,72	26,04
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	31,08	31,08	31,08	29,40
(vii) clause 10 (1) (g)	33,60	33,60	33,60	32,76
(viii) clause 10 (1) (h)	37,38	37,38	37,38	36,96
(ix) clause 10 (1) (i) (1) and (i) (3)	42,00	42,00	42,00	41,58
(x) clause 10 (1) (i) (2)	37,38	37,38	37,38	—
(xi) clause 10 (1) (j)	43,68	—	43,68	—
(xii) clause 10 (1) (k)	46,62	46,62	46,62	46,62

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified benefit stamps indicating the amount of the contribution made.

(3) **Contributions by the employee:** (a) Every employer may on each pay day deduct from the wages due every week to each eligible employee that has worked 25 hours or more but less 42 hours during the contribution week concerned, the contribution specified below multiplied by the difference between the hours actually worked and 42 hours, as the employee's contribution to the Holiday Fund:

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C Per hour	C Per hour	C Per hour	C Per hour
Employees for whom wages as prescribed in—				
(i) clause 10 (1) (a)	39	39	39	35
(ii) clause 10 (1) (b) and (l) (1)	49	49	49	44
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	53	53	53	50
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	59	59	59	55
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	66	66	66	62
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	74	74	74	70
(vii) clause 10 (1) (g)	80	80	80	78
(viii) clause 10 (1) (h)	89	89	89	88
(ix) clause 10 (1) (i) (1) and (i) (3)	100	100	100	99
(x) clause 10 (1) (i) (2)	89	89	89	—
(xi) clause 10 (1) (j)	104	—	104	—
(xii) clause 10 (1) (k)	111	111	111	111

(4) Where applicable, eligible employees shall return their stamp books to the Council immediately after 31 October of each year, and shall be issued with a receipt therefor by the Council.

(5) The Council shall determine a date before the commencement of the annual leave period in terms of clause 9 (6) upon which eligible employees shall receive payment of the amount standing to their credit in the Holiday Fund: Provided that no payment shall be made from the Holiday Fund—

- (a) unless the employee, where applicable, produces the receipt issued by the Council;
- (b) in respect of stamps which are erased, altered, mutilated or destroyed, unless the Council in its discretion decides otherwise;
- (c) in respect of stamps lodged with the Council by any person other than the employee in respect of whom such stamps were issued;
- (d) in respect of stamps issued by an employer after 31 October of each year, which shall be deemed to have been issued in respect of the following year;
- (e) in respect of more than 51 weeks in any single year ending on 31 October of that year;
- (f) if an employee fails to claim the value of the stamps within six (6) months of the commencement of the annual leave period, unless the Council in its discretion decides otherwise, and in which event the value of the stamps will accrue to the general funds of the Council;
- (g) in respect of deductions made in respect of an employee's Holiday Fund entitlement in terms of clause 9 (8) (f);
- (h) subject to subclause (7) prior to the date determined by the Council in terms of this clause.

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

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

(8) Notwithstanding anything to the contrary contained in this Agreement, the Council shall, on request of the trade union which is a party to this Agreement, be entitled to deduct from the amount standing to the credit of any employee in the Holiday Fund, any amount outstanding in respect of trade union and Sick Benefit Fund subscriptions payable by such employee who is a member of the trade union which is a party to this Agreement, if the trade union can prove that the employee concerned has signed an authority to this effect, and the amounts so deducted shall be paid over by the Council to the trade union and sick benefit fund concerned.

(9) Notwithstanding this 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.

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

(11) In the event of there being no Council in existence at the time of the expiry of this Agreement, the Holiday Fund shall be liquidated by the committee or trustees appointed in terms of subclause (10) above.

(12) In the event of liquidation of the Holiday Fund in terms of subclause (9) or subclause (10) above, the balance of the moneys remaining after 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 balance of the moneys shall be distributed in equal shares between the parties to the Council immediately prior to its dissolution.

15. RETIREMENT FUNDS

(1) The pension fund known as the Building Industry Pension Fund and the provident fund known as the Building Industry Provident Fund ("the Retirement Funds") are hereby continued and shall be continued to be administered by the Council in accordance with the provision of the Act for the purpose of providing retirement benefits to employees in respect of whom contributions are made in terms of this clause, and the Council shall further be entitled to establish any other like fund or scheme which it deems fit for this purpose.

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

(3) All employees to whom this Agreement relates, shall in the manner determined by the Council from time to time, elect to join either the Pension Fund or the Provident Fund, and such decisions shall be final.

(4) **Contributions by employer:** (a) An employer shall contribute an amount to the Retirement Funds on behalf of each eligible employee in respect of each contribution week that the employee remains in its employ, which shall be calculated as follows:

Category of employee	From 1 November 2004			
	Area "A"	Area "B"	Area "C"	Area "D"
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	42,42	42,42	42,42	38,22
(ii) clause 10 (1) (b) and (l) (1)	53,34	53,34	53,34	48,30
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	58,38	58,38	58,38	54,18
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	65,10	65,10	65,10	60,90
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	73,08	73,08	73,08	68,46
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	81,06	81,06	81,06	76,86
(vii) clause 10 (1) (g)	87,78	87,78	87,78	86,10
(viii) clause 10 (1) (h)	98,28	98,28	98,28	96,60
(ix) clause 10 (1) (i) (1) and (i) (3)	98,28	98,28	98,28	108,78
(x) clause 10 (1) (i) (2)	109,62	109,62	109,62	—
(xi) clause 10 (1) (j)	114,66	—	114,66	—
(xii) clause 10 (1) (k)	122,22	122,22	122,22	122,22

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's benefit stamps indicating the amount of the contribution made.

(c) If an employee fails to qualify for death, disability and/or funeral in terms of the Pension and Provident Fund because an employer has failed to pay contributions owing by him in respect of the employee's membership, such employer shall be liable to pay to such employee or his beneficiary an amount of money equal to the death, disability and/or funeral benefits that would have been payable to the employee under the rules of the applicable fund had the contributions been paid by the employer.

(5) **Contribution by the employee:** (a) Every employer may on each pay day deduct from the wages due every week to each eligible employee that has worked 25 hours or more but less than 42 hours during the contributions week concerned, the contribution specified below multiplied by the difference between the hours actually worked and 42 hours, as the employee's contributions to the Retirement Funds:

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C Per hour	C Per hour	C Per hour	C Per hour
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	101	101	101	91
(ii) clause 10 (1) (b) and (l) (1)	127	127	127	115
(iii) clause 10 (1) (c), (l) (2), and (n) (1)	139	139	139	129
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	155	155	155	145
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	174	174	174	163
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	193	193	193	183
(vii) clause 10 (1) (g)	209	209	209	205
(viii) clause 10 (1) (h)	234	234	234	230
(ix) clause 10 (1) (i) (1) and (i) (3)	234	234	234	259
(x) clause 10 (1) (i) (2)	261	261	261	—
(xi) clause 10 (1) (j)	273	273	273	—
(xii) clause 10 (1) (k)	291	291	291	291

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

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

16. SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE BENEFIT FUND FOR THE BUILDING INDUSTRY

(1) The Sick Leave and Family Responsibility Leave Benefit Fund for the Building Industry ("the Fund") is hereby continued and shall continue to be administered by the Council for the purposes of recompensing employees during periods of absence from work due to incapacity, and the payment of gratuities to employees in the event of permanent disability, and the recompensing of employees during period of absence due to family responsibility leave, in accordance with the rules of the Fund.

(2) The Fund shall be administered by the Council in accordance with the rules which it may make from time to time for this purpose ("the Rules") and all moneys of the Fund shall be administered, invested and paid out in accordance with the Rules, the Constitution of the Council and section 53 (5) of the Act. Copies of the Rules shall be available for inspection at the offices of the Council.

(3) **Contributions by the employer:** (a) Every employer shall contribute an amount to the Fund on behalf of each eligible employee in respect of each contribution week for which the employee remains in its employ, which shall be calculated as follows:

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	Per week	Per week	Per week	Per week
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	4,62	4,62	4,62	4,20
(ii) clause 10 (1) (b) and (l) (1)	5,46	5,46	5,46	5,04
(iii) clause 10 (1) (c), (l) (2), and (n) (1)	5,88	5,88	5,88	5,46
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	6,72	6,72	6,72	6,30
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	7,56	7,56	7,56	7,14
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	8,40	8,40	8,40	7,98
(vii) clause 10 (1) (g)	8,82	8,82	8,82	8,82
(viii) clause 10 (1) (h)	10,08	10,08	10,08	9,66
(ix) clause 10 (1) (i) (1) and (i) (3)	11,34	11,34	11,34	10,92
(x) clause 10 (1) (i) (2)	10,08	10,08	10,08	—
(xi) clause 10 (1) (j)	11,76	—	11,76	—
(xii) clause 10 (1) (k)	12,60	12,60	12,60	12,60

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's benefit stamp indicating the amount of the contribution made.

(4) (a) **Contribution by employee:** Every employer may on each pay day deduct from the wages due every week to each eligible employee that has worked 25 hours or more but less than 42 hours during the contribution week concerned, the contributions specified below multiplied by the difference between the hours actually worked and 42 hours, as the employee's contribution to the Fund.

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C Per hour	C Per hour	C Per hour	C Per hour
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	11	11	11	10
(ii) clause 10 (1) (b) and (l) (1)	13	13	13	12
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	14	14	14	13
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	16	16	16	15
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	18	18	18	17
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	20	20	20	19
(vii) clause 10 (1) (g)	21	21	21	21
(viii) clause 10 (1) (h)	24	24	24	23
(ix) clause 10 (1) (i) (1) and (i) (3)	27	27	27	26
(x) clause 10 (1) (i) (2)	24	24	24	—
(xi) clause 10 (1) (j)	28	—	28	—
(xii) clause 10 (1) (k)	30	30	30	30

(5) **Benefits.** (a) An employee shall receive payment in the amount set out below in respect of each working day, including public holidays, for which he is absent during a cycle or one year commencing on 1 January every year, due to illness or injury:

- (i) 10 days at 75%;
 - (ii) 12 days at 50%;
 - (iii) 108 days of 33%;
- of the minimum basic wage specified in clause 10 (1).

(b) Benefits shall be paid in respect of normal working days and in respect of the public holidays referred to in clause 9 (5) of this Agreement, should the referred to public holiday fall on a normal working day.

(c) Notwithstanding the provisions of subclause (5) (a) and (b), a member shall be entitled to benefits from the Fund only when he has been certified by a medical practitioner as being unable to work owing to sickness or accident.

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

- (i) until 20 weeks' consecutive contributions have been made to the Fund in respect of that employee: Provided that contributions interrupted by a period of unemployment or a change of employer shall be deemed to be consecutive;
- (ii) in respect of continuous periods of absence exceeding 26 weeks until such time as the employee shall have completed a further 20 weeks of employment;
- (iii) if he is absent from work due to an accident which is compensable under the Compensation for Occupational Injuries and Diseases Act, 1993;
- (iv) if his absence from work is related to the use of alcohol or illegal drugs, or he is incapacitated through sickness due to his own negligence or misconduct;
- (v) if he fails to observe the instructions of a medical practitioner, or has in the opinion of that practitioner aggravated his condition or retarded his recovery through his own actions;
- (vi) if he suffers from injury in respect of which a third party is liable to or does pay compensation to him;
- (vii) while he undergoes treatment prescribed by any person other than a registered medical practitioner;
- (viii) if he fails to provide the Council with any relevant information which it may require;
- (ix) if he is found by the Council to be fit to resume his employment or to be permanently disabled, in which event he shall cease to be entitled to sick pay from a date fixed by the Council for this purpose.

(e) If at any time the amount to the credit of the Fund drops below R100 000,00, payment shall cease and shall not be resumed until the amount to the credit of the Fund exceeds the amount of R200 000,00.

(f) The Fund shall be entitled to recover any amount paid to an employee—

- (i) in consequence of false information furnished to the Fund by or on behalf of that employee;

- (ii) if the employee fails to notify the Fund timeously of any change of his circumstances which could lead to the amount of benefits being reviewed or withdrawn, in which event the Fund may claim any money overpaid to the employee from him.

(g) In the case of an employee taking leave due to her pregnancy, the Fund shall, subject to the number of benefit days per annum referred to in subclause (5) (a), (b) and (c), pay to that employee 33% of her specified wages for a maximum period of ninety (90) days.

(h) An employee who is eligible for benefits in terms of this clause, shall be entitled to receive from the Fund a full benefit stamp specified for his employee category in terms of this Agreement, in respect of every five (5) consecutive working days which he is unable to work on account of sickness or injury.

(i) Family responsibility leave

- (i) An employee shall receive payment in respect of three days' family responsibility leave at 100% of his prescribed rate of pay during a cycle of one year commencing on 1 January every year, and only in respect of the following circumstances:

(aa) When the employee's child is born;

(ab) when the employee's child is sick;

(ac) in the event of the death of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

- (ii) Application for these benefits must be made on the Council's official application form and shall be subject to the submittance of the necessary documentary proof, as deemed appropriate by the Council to substantiate the benefit claim.

(6) In the event of expiration of this Agreement, the dissolution or winding up of the Council or a cessation for its operation, the provision of clause 14 (9) — (12) relating to the Holiday Fund shall apply equally to this Fund.

17. STABILISATION FUND

(1) The Stabilisation Fund is hereby continued and shall be continued to be administered by the Council.

(2) **Contribution**—Every employer shall on each pay day deduct from the wages due every week to each eligible employee the contribution calculated as follows:

Category of employee	Area "A"	Area "B"	Area "C"	AREA "D"
	R per week	R per week	R per week	R per week
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	6,00	6,00	6,00	6,00
(ii) clause 10 (1) (b) and (l) (1)	6,00	6,00	6,00	6,00
(iii) clause 10 (1) (c), (l) (2), (m) and (n) (1)	7,50	7,50	7,50	7,50
(iv) clause 10 (1) (d), (l) (3) and (n) (2)	7,50	7,50	7,50	7,50
(v) clause 10 (1) (e), (l) (4) and (n) (3)	7,50	7,50	7,50	7,50
(vi) clause 10 (1) (f), (l) (5) and (n) (4)	7,50	7,50	7,50	7,50
(vii) clause 10 (1) (g)	9,00	9,00	9,00	9,00
(viii) clause 10 (1) (h)	9,00	9,00	9,00	9,00
(ix) clause 10 (1) (i) (1) and (i) (3)	9,00	9,00	9,00	9,00
(x) clause 10 (1) (i) (2)	9,00	—	9,00	9,00
(xi) clause 10 (1) (j)	9,00	—	9,00	9,00
(xii) clause 10 (1) (k)	9,00	9,00	9,00	9,00

(3) Every employer shall pay the contributions referred to in subclause (2) to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's Benefit stamps, indicating the amount of the contribution made.

(4) The contribution referred to in subclause (3) shall be credited to the employee in the Stabilisation Fund.

(5) The Council may recover the costs of the administration of the Stabilisation Fund from moneys accruing by way of interest on the investments of the Fund.

(6) The Council shall, at a date to be determined by the Council each year, pay the employee, together with any money due to him from the Holiday Fund (clause 14), the moneys standing to his credit in the Stabilisation Fund less amounts deducted, if any, in terms of subclause (7).

(7) The Council shall be entitled to deduct from the amount standing to the credit of any employee in the Stabilisation Fund, any amount outstanding in respect of trade union and Sick Benefit Fund subscriptions payable by such employee who is a member of the trade union which is a party to this Agreement, and the amounts so deducted shall be paid over by the Council to the trade union and Sick Fund concerned.

(8) The provisions of clause 14 (4) — (12) relating to the Holiday Fund shall also apply equally to this Fund.

18. AUDIT AND ACCOUNTING

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

19. EXPENSES OF THE COUNCIL

(1) **Contribution by employer:** (a) Every employer shall contribute an amount to the Council in respect of each eligible employee for each contribution week that the employee remains in his employ, which amount shall be calculated as follows:

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	6,30	6,30	6,30	5,46
(ii) clause 10 (1) (b) and (l) (1)	7,98	7,98	7,98	7,14
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	8,82	8,82	8,82	7,98
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	9,66	9,66	9,66	8,82
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	10,92	10,92	10,92	10,08
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	12,18	12,18	12,18	11,34
(vii) clause 10 (1) (g)	13,02	13,02	13,02	13,02
(viii) clause 10 (1) (h)	14,70	14,70	14,70	14,28
(ix) clause 10 (1) (i) (1) and (1) (3)	16,38	16,38	16,38	16,38
(xi) clause 10 (1) (i) (2)	14,70	14,70	14,70	—
(x) clause 10 (1) (j)	17,22	—	17,22	—
(xi) clause 10 (1) (k)	18,48	18,48	18,48	18,48

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's benefit stamps indicating the amount of the contribution made.

(2) **Contribution by the employee:** Every employer may on each pay day deduct from the wages due every week to each eligible employee that has worked 25 hours or more but less than 42 hours during the pay week concerned the contribution specified below multiplied by the difference between the hours actually worked and 42 hours, as the employee's contribution to the expenses of the Council:

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C Per hour	C Per hour	C Per hour	C Per hour
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	15	15	15	13
(ii) clause 10 (1) (b) and (l) (1)	19	19	19	17
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	21	21	21	19
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	23	23	23	21
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	26	26	26	24

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C Per hour	C Per hour	C Per hour	C Per hour
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	29	29	29	27
(vii) clause 10 (1) (g)	31	31	31	31
(viii) clause 10 (1) (h)	35	35	35	34
(ix) clause 10 (1) (i) (1) and (i) (3)	39	39	39	39
(x) clause 10 (1) (i) (2)	35	35	35	—
(xi) clause 10 (1) (j)	41	—	41	—
(xiii) clause 10 (1) (k)	44	44	44	44

(3) **Special levy by the employee:** (a) Every employer may on each pay day deduct from the wages due every week to each eligible employee the amount that is specified below:

Category of employee	From 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	2,10	2,10	2,10	2,10
(ii) clause 10 (1) (b) and (l) (1)	2,52	2,52	2,52	2,52
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	2,94	2,94	2,94	2,94
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	3,36	3,36	3,36	3,36
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	3,36	3,36	3,36	3,36
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	3,78	3,78	3,78	3,78
(vii) clause 10 (1) (g)	4,20	4,20	4,20	4,20
(viii) clause 10 (1) (h)	4,62	4,62	4,62	4,62
(ix) clause 10 (1) (i) (1) and (i) (3)	5,04	5,04	5,04	5,04
(x) clause 10 (1) (i) (2)	4,62	4,62	4,62	—
(xi) clause 10 (1) (j)	5,46	—	5,46	—
(xii) clause 10 (1) (k)	5,88	5,88	5,88	5,88

(b) Every employer shall pay the specified amounts to the Council as prescribed in subclause (1) hereof.

20. TRADE UNION DEDUCTIONS

(1) **Trade Union members subscriptions:** (a) Every employer shall on each pay day deduct from the wages due every week to each eligible employee who is a member of the trade union which is a party to the Agreement, the amount calculated as follows:

Category of employee	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per week	R per week	R per week	R per week
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	4,50	4,50	4,50	4,50
(ii) clause 10 (1) (b) and (l) (1)	4,50	4,50	4,50	4,50
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	7,50	7,50	7,50	7,50
(iv) clause 10 (1) (d), (l) (3), (m) (1) and (n) (2)	7,50	7,50	7,50	7,50
(v) clause 10 (1) (e), (l) (4), (m) (2) and (n) (3)	7,50	7,50	7,50	7,50

Category of employee	Area "A"	Area "B"	Area "C"	Area "D"
	R per week	R per week	R per week	R per week
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	7,50	7,50	7,50	7,50
(vii) clause 10 (1) (g)	9,00	9,00	9,00	9,00
(viii) clause 10 (1) (h)	9,00	—	9,00	—
(ix) clause 10 (1) (i) (1) and (i) (3)	9,00	—	9,00	—
(x) clause 10 (1) (i) (2)	9,00	9,00	9,00	9,00
(xi) clause 10 (1) (j)	9,00	9,00	9,00	9,00
(xii) clause 10 (1) (k)	9,00	9,00	9,00	9,00

(b) Every employer shall pay the amount referred to in subclause (1) (a) to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's benefit stamps indicating the amount deducted.

(2) **Agency shop agreement.** (a) The trade union which is a party to this Agreement and the employer parties to this Agreement hereby conclude an agency shop agreement in terms of section 25 of the Act.

(b) In terms of the agency shop agreement concluded in paragraph (a) hereof, every employer shall on each pay day deduct from the wages due every week to each eligible employee who is not a member of the trade union which is a party to the Agreement, a similar amount as specified in subclause (1) (a) of this clause.

(c) Every employer shall pay the amount referred to in subclause (2) (b) to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's benefit stamps indicating the amount deducted.

(3) The Council shall, each month, pay over to the trade union all moneys collected in respect of stamps purchased by the employers in terms of subclauses (1) (b) and (2) (b) above, less a collection fee of 2,5% on gross sales, which amount shall accrue to the general funds of the Council.

(4) The trade union which is a party to the concluded agency shop agreement shall keep separate account of the moneys collected in terms of subclause (2) hereof as prescribed in section 25 (3) (c) of the Act and shall at all times in respect of the said moneys comply with the provisions of section 25 (3) (d) of the Act.

(5) Notwithstanding anything to the contrary contained in this clause, employees who are not members of the representative trade union shall not be compelled to become members of that trade union.

21. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

(1) Every employer who is a member of an employers' organisation which is a party to the Agreement, shall on each pay day pay to the Council an amount of R4,00 per week in respect of each eligible employee employed by him during that contribution week.

(2) The Council shall, each month, pay over to the employers' organisations all moneys paid to the Council in terms of subclause (1) above, less a collection fee of 2,5% on gross collections, which amount shall accrue to the general funds of the Council.

22. WESTERN PROVINCE BUILDING AND ALLIED TRADERS SICK FUND

(1) (a) Every employer shall on each pay day deduct from the wages due every week to each eligible employee who is a member of the trade union which is a party to the Agreement, the amount calculated as follows:

Category of employee	Area "A"	Area "B"	Area "C"	Area "D"
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 10 (1) (a)	—	—	—	—
(ii) clause 10 (1) (b) and (l)(1)	—	—	—	—
(iii) clause 10 (1) (c), (l) (2) and (n) (1)	4,00	4,00	4,00	4,00
(iv) clause 10 (1)(d), (1) (3), (m)(1) and (n) (2).....	4,00	4,00	4,00	4,00
(v) clause 10 (1) (e), (l) (4), (m)(2) and (n) (3)	4,00	4,00	4,00	4,00
(vi) clause 10 (1) (f), (m) (3) and (n) (4)	4,00	4,00	4,00	4,00
(vii) clause 10 (1) (g)	4,50	4,50	4,50	4,50
(viii) clause 10 (1) (h)	4,50	4,50	4,50	4,50
(ix) clause 10 (1) (i) and (i) (3)	4,50	4,50	4,50	4,50

Category of employee	Area "A"	Area "B"	Area "C"	Area "D"
	R Per week	R Per week	R Per week	R Per week
(x) clause 10(1) (i) (2)	4,50	—	4,50	—
(xi) clause 10 (1) (j)	4,50	—	4,50	—
(xii) clause 10 (1) (k)	4,50	4,50	4,50	4,50

(b) Every employer shall pay the amount referred to in subclause (1) (a) to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's benefit stamps indicating the amount deducted.

(2) The Council shall, each month, pay over to the Western Province Building and Allied Trade's Sick Fund all moneys collected in respect of stamps purchased by the employers in terms of subclause (1) (b) above, less a collection fee of 2,5% on gross sales, which amount shall accrue to the general funds of the Council.

23. GENERAL

(1) Exhibition of Agreement:

- The parties agree that the English version of this Agreement shall determine the meaning and the intention of the parties.
- Copies of this Agreement, in Afrikaans and English, shall be available for inspection by any person during working hours at the offices of the Council.
- Any person who requires a copy of this Agreement shall pay to the Council the sum of R5,00 therefor.
- Each party to this Agreement shall receive two free copies of the Agreement and Constitution.

(2) Value-Added Tax:

All monetary values quoted in this Agreement, except for the monetary values quoted in clause 19 which are inclusive of value-added tax, are exclusive of value-added tax.

(3) Shelter and ablution facilities:

- At any site where building operations are being carried out employers shall provide suitable accommodation—
 - to serve as shelter for employees during wet weather; and/or
 - to serve as a change room: Provided that the provisions of this clause shall not apply to jobbing work and on sites where fewer than ten (10) employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit accommodation for a change room.
- Such accommodation shall be any lockable shed, room or similar place constructed of walls and a roof composed of concrete, brickwork, wood, iron or any combination thereof or any other material approved by the Council and the whole to be so constructed as to provide a place for employees to change their clothes, to wash and to take shelter.
- Such accommodation shall include clothes lockers or similar lock-up facilities in which employees can safely store changes of clothing and other personal possessions while at work.
- An employer shall provide proper and adequate sanitary accommodation on each job, which shall at all times be maintained in a hygienic and proper condition, and shall further conform to the legislation of the local authority in whose area the job is situated.

(4) Trade union access:

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

(5) Contracts of employment:

- A contract of employment, whether concluded before or after the coming into operation of this Agreement, may not permit an employee to be paid remuneration that is less than that specified by this Agreement, or permit an employee to be treated in a manner, or to be granted any benefit, that is less favourable than that specified by this Agreement, or waive the application of any provision of this Agreement.
- A provision in any contract that purports to permit or grant any payment, treatment, benefit, waiver or exclusion prohibited by subclause (5) (a) is invalid.

(6) Agents and designated agents:

- (a) The Council may appoint one or more persons as an agent or agents to—
 - (i) assist in monitoring compliance with this Agreement and to enforce compliance with it;
 - (ii) endeavour to prevent disputes taking place between employees and their employers;
 - (iii) endeavour to settle disputes that have arisen between employees and their employers.
- (b) An agent can, subject to the written authorisation of the Secretary and only so far as these powers concern only persons who are in the jurisdiction of the Council working—
 - (i) enter any premises or place in which the Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
 - (ii) question, in the presence of or apart from others as he deems fit, any employer or employee regarding matters relating to this Agreement;
 - (iii) require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of the Agreement are being complied with.
- (c) When exercising the powers conferred upon him by subclause (6)(b) an agent may be accompanied by an interpreter.
- (d) Every employer who, or employers' organisation or trade union which is a party to the Council and a person who is a member of such employers' organisation or trade union shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclause (6)(b) and (c).
- (e) The Council may also apply to the Minister of Labour for an agent to be appointed as a designated agent, and having been appointed as such, a designated agent shall have all the powers conferred on them by Section 33, 33A and Schedule 10 of the Act.
- (f) The provisions of subclause (6) (a) to (d) above shall also apply to a designated agent, with the proviso that the designated agent shall have all the powers and abilities as set out in Annexure 10 of the Labour Relations Act, and shall exercise his duties and the powers in respect of all employees and employers to whom this Agreement applies.

24. EXEMPTIONS

- (1) In terms of section 32 of the Labour Relations Act, No. 66 of 1995, as amended, the Council hereby establishes an independent body called an "Exemptions Board" to hear and decide any appeal brought against—
 - (a) the Council's refusal of a non-party's application for exemption from the provisions of this Agreement;
 - (b) the withdrawal of such an exemption by the Council.
- (2) Any party to this Agreement or any member of a party to this Agreement may apply to the Council for exemption from any of the terms of the Agreement.
- (3) The Council shall consider an application for exemption received from a party or a member of a party to the Agreement at the first meeting of the Council following the receipt of the application, with the proviso that applications received within less than five (5) normal working days prior to a Council meeting shall only be tabled at the next Council meeting.
- (4) Applications for exemption referred to the Council in terms of subclause (2) or (3) shall be considered by the Council in accordance with the exemption criteria set out in subclause (13), and the applicant/s shall be advised, in writing, of the Council's decision within five (5) normal working days following the meeting at which the applications were considered.
- (5) The Council shall, subject to the exemption criteria, only grant exemption on good cause and may determine such period and conditions of exemption as it deems fit, with the proviso that all exemptions granted shall lapse on 31 October of every year and may only be extended for a further period by the Council on the application for such extension by the applicant.
- (6) Any non-party to which this Agreement has been extended in terms of section 32 of the Act, may apply to the Council for exemption from any of the terms of this Agreement.
- (7) Subclauses (3) to and including (5) shall *mutatis mutandis* apply to any application for exemption received from a non-party.
- (8) Within 14 consecutive days after having been advised of the Council's decision regarding an application for exemption, the non-party who feels aggrieved by the Council's decision may submit a written appeal against the Council's decision to the Secretary of the Council. Such an appeal must be fully reasoned.
- (9) The Secretary of the Council shall submit the appeal, together with the Council's decision regarding the application for exemption, to the Exemptions Board, who shall as soon as possible hear and decide the matter with reference to the exemption criteria set out in subclause (13) and when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Exemptions Board may defer a decision to a following meeting if additional motivation, information or verbal representations are considered necessary to decide on the application for exemption.

(10) Once the Exemptions Board has decided to uphold the appeal and grant an exemption, it shall issue a certificate and advise the applicant(s) within ten (10) normal working days of the date of the decision, clearly specifying—

- (a) the terms of the exemption; and
- (b) the reporting requirements by the applicant and monitoring re-evaluation processes.

(11) When the Exemptions Board decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within ten (10) normal working days of the date of such decision and shall provide the reason or reasons for the decision not to grant an exemption.

(12) All applications for exemptions referred to in this clause 24 shall be addressed to the Secretary of the Council and shall—

- (a) be in writing on an application form provided by the Council;
- (b) indicate the period of time for which the exemption is required;
- (c) indicate clearly the clauses or subclauses of this Agreement from which exemption is applied for;
- (d) be fully reasoned and motivated and include proof that the exemption applied for has been discussed between the employer, his employees and their respective representatives and also include the responses resulting from such consultations, whether in support or against the application.
- (e) indicate possible substitutive provisions;
- (f) indicate the specific workplaces and employees in respect of which the exemption is applied for;
- (g) include details of the total work force of the employer concerned.

(13) **Exemption criteria:** The exemptions Board and the Council shall consider all applications of exemptions referred to in terms of this clause 24 with reference to the following criteria:

- (a) The extent of consultation with and the petition for or against granting the exemptions as provided by employers or employees who are to be affected by the exemption if granted;
- (b) infringement of basic conditions of employment rights;
- (c) that a competitive advantage is not created by the exemption;
- (d) that exemption from any employee benefit fund or training provision be viewed in relation to the alternative comparable bona fide benefit or provision including the cost to the employee, transferability, administration management and cost, growth and stability;
- (e) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Building Industry;
- (f) the exemption policy of the Council in respect of Government subsidised, low-cost, labour intensive and community participating building construction projects adopted by the Council on 4 February 1997;
- (g) the Site Specific Agreement of Understanding between the Council and Saldanha Steel Projects signed on 28 January 1997;
- (h) the reality that the majority of employers at any time engaged in the Building Industry within the Council's area of jurisdiction as well as the majority of members of the employer parties to the Council, represent the category micro to medium enterprises and employ between one and twenty employees;
- (i) any special economic or other circumstances that exist warrant the granting of the exemption;
- (j) take cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

25. PROCEDURE FOR THE RESOLUTION OF DISPUTES

(1) Any alleged infringements of the provisions of this Agreement shall be resolved *mutatis mutandis* in the manner specified in clause 25.4 of the Constitution of the Council.

(2) Any person may refer a dispute about the interpretation or application, including enforcement, of this Agreement or any other disputes to the Secretary of the Council for resolution in terms of this clause and the Council's Constitution.

(3) The Secretary may require a designated agent to investigate the dispute.

(4) The designated agent must investigate the facts surrounding the dispute and if the agent has reason to believe that the Agreement or the Act has been breached, the agent may endeavour to secure compliance with the Agreement or Act through conciliation.

(5) The designated agent must submit, within five (5) working days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps. The Secretary may extend the aforementioned period when necessary.

(6) If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement or the Act, the agent—

- (a) may investigate the alleged breach;
- (b) may endeavour to secure compliance with the Agreement or the Act; and
- (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

(7) On receipt of the report, the Secretary may—

- (a) require the designated agent to make further investigations; or
- (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators; or
- (c) issue a compliance order; or
- (d) refer the dispute to arbitration in terms of this Agreement and the Council's Constitution.

(8) If a conciliator is appointed, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.

(9) If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the panel of arbitrators.

(10) The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.

(11) The Secretary must serve notices of the date, time and venue of the arbitration on the parties to the dispute and any other person who may have a legal interest in the outcome of the arbitration.

(12) The arbitrator must—

- (a) endeavour to conciliate the dispute; and
- (b) if the dispute remains unresolved, resolve the dispute through arbitration.

(13) The arbitrator must conduct the arbitration in a manner that he considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.

(14) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.

(15) The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the council and the parties to the dispute consent to this.

(16) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or a member, office bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.

(17) If the party who referred the dispute to the council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.

(18) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may—

- (a) continue with the arbitration proceedings in the absence of that party; or
- (b) adjourn the arbitration proceedings to a later date.

(19) Within 14 days of the conclusion of the arbitration proceedings—

- (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
- (b) the Council must serve a copy of that award on each party to the dispute; and
- (c) file the original of that award with the Registrar of the Labour Court.

(20) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.

(21) The arbitrator may make any appropriate award that gives effect to the Agreement, which award shall be final and binding.

(22) The arbitrator may not include an order for costs in the arbitration award unless a party, or the person who represented that party during any stage of the dispute resolution proceedings, acted in a frivolous or vexatious manner.

(23) Notwithstanding the provisions of subclause (21), an arbitrator may on his own initiative or as a result of an application by an affected party, vary or rescind an award—

- (a) erroneously sought or made in the absence of any party affected by the award;
- (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of the ambiguity, error or omission; or
- (c) granted as a result of a mistake common to the parties to the proceedings.

(24) The Secretary may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.

(25) The provisions of this Dispute Procedure stand in addition to any other legal remedy through which the Council may enforce the Agreement.

(26) The Secretary of the Council may delegate all or any of the duties and/or functions conferred on him in this clause to another employee of the Council.

26: DISPUTE SETTLEMENT FINE

(1) If it is found that an employer does not comply with the provisions of the Agreement, the Council may impose a fine as set out in paragraph 1 (a) and/or 1 (b):

(a) MAXIMUM PERMISSIBLE FINE NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same clause	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same clause within 3 years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same clause within 3 years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same clause within 3 years	R500 per employee in respect of whom the failure to comply occurs

(b) MAXIMUM PERMISSIBLE FINE INVOLVING AN UNDERPAYMENT

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same clause within 3 years	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same clause within 3 years, or two previous failures in respect of the same clause within 3 years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same clause within 3 years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same clause within 3 years	200% of the amount due, including any interest

(c) If the amount due by the employer to the employees of the Council is less than two thousand rand (R2 000,00), the Council may demand immediate payment of this money from the employer.

27. ARBITRATIONS

(1) If an employer is found guilty of not complying with the provisions of the Agreement, the Council may request the arbitrator to impose a fine on the employer as required in clause 28.

(2) Notwithstanding subclause (1), the Council may request the arbitrator for an expense award.

28. NOTICE BOARD

(1) Every employer or owner-builder should when building display a notice board of 60 cm by 45 cm or a notice board that has been approved by the Council at a prominent place, where the public have access to. On the board in letters of at least 75 mm high should be the name and address of the employer and owner-builder.

(2) In the event of failure to display a acceptable notice board an employer or owner-builder will be given 7 days to display such board. If there is a further non-compliance by the employer or owner-builder a fine of at least a hundred (R100,00) can be imposed.

Signed on behalf of all parties on the 5th day of August 2004.

R. C. DAMON
Chairperson

D. J. PHILLIPS
MBA North Boland

P. A. BOTHA
MBA West Boland

D. E. SIMMONS
Building Workers Union

M. DOWRIES
Secretary

Building Bargaining Council North and West Boland

No. R. 1217

22 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE BOUNYWERHEID, NOORD- EN WES-BOLAND: UITBREIDING VAN
KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Bedingingsraad vir die Bounywerheid, Noord- en Wes-Boland aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 1 November 2004 en vir die tydperk wat op 31 Oktober 2005 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

BYLAE

**BOUBEDINGINGSRAAD NOORD- EN WES-BOLAND
KOLLEKTIEWE OOREENKOMS**

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

**Meesterbouers-Assosiasie, Noord-Boland
Meesterbouers-Assosiasie, Wes-Boland**

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

Bouwerkers Unie

(hierna die "werknemer" of die "vakbond" genoem), aan die ander kant, wat die partye is by die Bedingingsraad Noord- en Wes-Boland.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

- (a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasies en die vakbond;
- (b) in die landdrosdistrikte Ceres, Hopefield, Montagu, Moorreesburg, Piketberg, Robertson, Swellendam, Tulbagh, Vredenburg en Worcester.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—

- (a) slegs die klasse werknemers vir wie lone voorgeskryf word in hierdie Ooreenkoms;
- (b) vakleerlinge en leerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is;
- (c) slegs-arbeid-kontraakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

- (3) Ondanks subklousule (1) (a) is die bepalings van die Ooreenkoms nie van toepassing nie op—
- (a) klerke en administratiewe personeel;
 - (b) universiteitstudente en gegradueerdes in die bouwetenskap en konstruksieopmeters en sodanige ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
 - (c) voormanne of algemene voormanne;
 - (d) nie-partye ten opsigte van klousules 1 (1) (a), 2, 20 (1), 21, 23 (6) (b) en 24 (5) van hierdie Ooreenkoms.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel as die effektiewe datum waarop die Ooreenkoms uitgebrei word om vir nie-partye bindend te word, of op die datum waarop die Minister weier om die Ooreenkoms tot nie-partye uit te brei, en bly van krag tot 31 Oktober 2005.

3. NYWERHEIDSOPTREDE

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

4. WOORDOMSKRYWING

Alle terme en uitdrukkings in hierdie Ooreenkoms gebesig en wat in die Wet op Arbeidsverhoudinge, No. 66 van 1995, omskryf word, het dieselfde betekenis as in daardie Wet en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

“Wet” die Wet op Arbeidsverhoudinge, No. 66 van 1995;

“aansoek” 'n skriftelike aansoek op 'n vorm deur die Raad gespesifiseer;

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

“goedgekeur” of “goedkeuring” skriftelike goedkeuring;

“Gebied ‘A’” die landdrostdistrik Worcester;

“Gebied ‘B’” die landdrostdistrikte Hopefield, Moorreesburg, Piketberg en Vredenburg;

“Gebied ‘C’” die landdrostdistrikte Ceres en Tulbagh;

“Gebied ‘D’” die landdrostdistrikte Montagu, Robertson en Swellendam;

“ambagsman Kategorie 3” iemand wat as sodanig geregistreer is ingevolge klousule 7 (4) van hierdie Ooreenkoms en wat geskoolde werk soos omskryf kan verrig;

“ambagsman Kategorie 3A” iemand wat as sodanig geregistreer is ingevolge klousule 7 (4) van hierdie Ooreenkoms en wat geskoolde werk soos omskryf kan verrig;

“ambagsman Kategorie 2” iemand wat as sodanig geregistreer is ingevolge klousule 7 (4) van hierdie Ooreenkoms en wat geskoolde werk soos omskryf kan verrig;

“ambagsman Kategorie 1” iemand wat as sodanig geregistreer is ingevolge klousule 7 (4) van hierdie Ooreenkoms en wat geskoolde werk soos omskryf kan verrig;

“blok” 'n muureenheid waarvan die vlakmetings langer as 300 mm of hoër as 150 mm is;

“bloklêer” iemand wat ouer as 21 jaar is, wat by die Raad geregistreer is ingevolge klousule 7 (3) van die Ooreenkoms en aan wie die Raad die nodige registrasiesertifikaat uitgereik het, wat blokke soos in hierdie Ooreenkoms omskryf, lê op enige soort konstruksie of wat plaveiplatblokke, voorafgevormde betongeute en randstene lê, maar wat geen bakstene van watter grootte of soort ook al mag lê nie behalwe waar dit vir verbanddoeleindes nodig is;

“bouhyser”, 'n toestel wat gebruik word in verband met bouwerk vir die ophys of neerlaat van materiaal deur middel van 'n platform, bak, hok of ander houder op 'n vaste leier of leiers;

“Bounywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terrein van die geboue of bouwerke of elders (met dien verstande dat sodanige vervaardigingsbedrywighede beperk word tot spesifieke vervaardigingsbedrywighede waarvan melding gemaak word in die volgende ambagte of onderafdelings daarvan en verder beperk word tot die uitvoering van sodanige bedrywighede deur 'n werkgewer wat met sy werknemers geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou, vir gebruik deur hom in die uitvoering van die voormelde bedrywighede), en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by die volgende bedrywighede of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie:

- messelwerk*, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke of tuinmure en/of grensmure met pilare, blaaie of enige ander materiale;
- betonplaveiwerk*, wat die volgende insluit: Die lê van beton op die grond tussen geboue, sowel as betonpaadjies wat op dieselfde terrein as 'n gebou gelê word, hetsy plaveiwerk 'n integrerende deel van die bouwerke uitmaak of nie;
- lakpolitoering*, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;
- skrynwerk*, wat die vervaardiging van alle skrynwerkartikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sierklipwerk, betonnering en die aanbring van voorafgegiëte en/of kunsklip- of marmerplaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaargereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- metaalwerk*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad, die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van betrokke metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- verfwerk*, wat die volgende insluit: Die aanwending van grond- en onderlae, versiering, distempering, vlamskildering, glasuring, marmering, muurplakking, beitsing, spuitskildering, letterskilderwerk en muurversiering, vernissing, emaljerig, vergulding, belyning, sjablonering, waspolering, afwitting en kleurkalking en houtverduursaming en wat ook insluit die verwydering van verf, die skraping, was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;
- pleisterwerk*, wat die volgende insluit: Modelleerwerk, granoliet- en komposisiebevloering, komposisiemuurbedekking en -polering, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, met inbegrip van die aanwending van asfaltmestiek en bitumineuse mestiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarming, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- winkel-, kantoor- of bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;
- staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, lêers, staalbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;
- houtwerk*, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad, masjinerie, draaiwerk, houtsnywerk, die aanbring van golfyster-, asbesteël-, dakspaan- en ander dakbedekkings, klank- en akoestiek-materiaal, kurk- en asbesisolasie, houtlatwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering, met inbegrip van bevloering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wat in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiaal op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

“bouwerker Kategorie 4” 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 7(3) by die Raad geregistreer, aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasiekaart wat aan hom uitgereik is, en omvat operateurs van vloerskuurmasjiene en operateurs van klip- en terazzo-poleerders;

“bouwerker Kategorie 3” 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 7(3) by die Raad geregistreer, aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasiekaart wat aan hom uitgereik is, en omvat skrynwerkmonteurs en skrynwerkmasjienoperateurs;

“bouwerker Kategorie 2” 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 7(3) by die Raad geregistreer, aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasiekaart wat aan hom uitgereik is, en omvat bloklêers, glaswerkers, vurkhyseroperateurs en laai- en slootgraafoperateurs;

“bouwerker Kategorie 1” ’n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 7(3) by die Raad geregistreer, aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasiekaart wat aan hom uitgereik is, en omvat ambagsmanmat- en vloerlêers, ambagsmanwaterdigters, plafon- en afskortingswerkers en kraan operateurs;

“matlêer” ’n werknemer wat as sodanig by die Raad geregistreer is en wat een of meer van die volgende werksaamhede verrig:

Alle soorte matwerk en matmuurbedekkings lê en/of vassit en/of pas en/of span, met inbegrip van toesig hou oor werknemers wat matte en matmuurbedekkings pas en oor algemene werkers;

“plafon- en/of afskortingsoprigter” ’n werknemer wat as sodanig by die Raad geregistreer is en wat een of meer van die volgende werksaamhede verrig: Alle metaalkomponente uittê, waterpas en loodreg maak, sny en pas; alle plafonborde en afskortingspanele sny en pas; deure en slotte aanbring; glas sny en insit, met inbegrip van toesig hou oor plafon- en afskortingswerkers en algemene werkers;

“eis” die bedrag waarop ’n lid van die Mediese Hulpfonds geregtig is ten opsigte van uitgawes wat hy aangegaan het in verband met mediese of tandheelkundige dienste, hospitalisasie, medisyne of enige ander bystand waarop hy of sy afhanklikes kragtens die reëls van die Mediese Hulpfonds geregtig is;

“skoonmaker” ’n werknemer wat een of meer van die volgende werksaamhede verrig: persele, deure, vensters, uitrusting, gereedskap, masjinerie, meubels, voertuie, tenks, houers of ander artikels skoonmaak en/of was, met inbegrip van vloere, meubels of voertuie poleer, matte borsel, oortollige afvalmateriaal verwyder en ander skoonmaakaktiwiteite wat met die voorafgaande gepaard gaan;

“bydraeboek” die amptelike kaart of boek wat jaarliks deur die Raad aan werknemers uitgereik word met die doel om hul seëls te beveilig, en vir die toepassing van hierdie Ooreenkoms het “Vakansiefondskaart” of “-boek” dieselfde betekenis;

“Raad” die Boubedingingsraad Noord- en Wes-Boland, geregistreer ingevolge artikel 29 van die Wet;

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

“werkgewer” enige persoon hoegenaamd, met inbegrip van ’n persoon wat as ’n arbeidsmakelaar of ’n tydelike werkverskaffingsdiens optree, wat enige persoon in diens het of aan hom werk verskaf, en wat daardie persoon beloon, of uitdruklik of stilswyend onderneem om hom te beloon, of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te drywe; en het “in diens hê”, “in diens neem” en “diens” ooreenstemmende betekenis;

“vloerlêer” ’n werknemer wat as sodanig by die Raad geregistreer en wat een of meer van die volgende werksaamhede verrig: Vloere van hout, mosaïek, komposisie rubber of ander soortgelyke materiale, maar uitgesonderd matstof, lê en vassit; alle soorte vloer- en muurbedekkings in teël- of strookvorm vassit, met inbegrip van veerkragtige vloermateriaal, linoleum, inleglinoleum, malthoid, asfaltteëls of asfaltiese materiale, kurk, rubber, vinyl- en plastieksamestellings, maar uitgesonderd matstof; toesig hou oor werknemers wat vloere lê of vloer- en muurbedekkings vassit;

“Vorige Ooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 805 van 9 Junie 1995, soos gewysig, verleng of herbekragtig;

“voorman” ’n werknemer wat—

- in ’n toesighoudende hoedanigheid optree maar wat ook die werk van ’n ambagsman kan doen;
- werk uitdeel aan ander werknemers onder sy beheer en toesig;
- dissipline handhaaf;
- regstreeks aan die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein.

“algemene voorman” ’n werknemer wat werk uitdeel aan die klasse werknemers wat deur die Ooreenkoms gedek word en wat die werk regstreeks koördineer en daarvoor toesig hou, en wie se pligte onder andere al of enige van die volgende insluit:

- toesighouding;
- hantering van ’n kontrak of kontrakte;
- handhawing van dissipline;
- verantwoordelikheid aan die werkgewer vir die doeltreffendheid en produksie op die terrein(e);
- verrigting van die werk van ’n ambagsman, hetsy in ’n hoedanigheid van instrukteur of andersins.

“algemene werker” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- in die seksie van die Nywerheid wat betrokke is by die asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne, vloere en ander oppervlakte;

Vir vure sorg en skoonmaakwerk verrig;
 voglae sny en in posisie plaas;
 asfaltmacadam meng; materiaal op die lêterrein stort en plaas; rolwerk met handrollers verrig;
 mastikasfalt in potte meng en aangesmeerde mastik vryf totdat dit koud is;
 'n grondlaag aanbring ter voorbereiding van die aanbring van 'n afwerklaag van mastikasfalt op alle vertikale en skuins oppervlakke;
 bitumenstikbehandeling van alle oppervlakke.

(b) In die blok- of baksteenlê-seksie van die Nywerheid:

In- en uittandings inkap vir baksteenverbandwerk;
 voeë tussen steenwerk en betonbalke opvul;
 voeë in stene en vloerteëls met bry vul en dit skoonmaak;
 blokke lê by die konstruksie van betonvloere en betondakke;
 blokke lê wat nie in dagha of mastik vasgesit word nie;
 los teëls lê op oppervlakte sonder bedding;
 staanders, blaaië en dergelike muurwerkkomponente in posisie plaas, waarby loodregstel nie vereis word nie;
 voeë in mure en plaveisel met bry vul;
 'n karborundum- of wolframsaag of soortgelyke uitrusting bedien;
 enige soort vloeistofopfrisser aan baksteenwerk, slasto of soortgelyke materiaal aanwend;
 teer of soortgelyke produkte aan alle oppervlakte aanwend;
 bakstene of soortgelyke materiaal sny;
 voglae sny en in posisie plaas;
 voegwerk en voegstrykwerk aan steenwerk;
 grondlae van bitumastik- of waterdigtingsoplossings aan oppervlakke aanbring;
 bakstene afwas.

(c) In die matlê-seksie van die Nywerheid:

Matlêers en matpassers help om matte te lê;
 kleefstowwe meng, aanwend of spreï voordat alle soorte matwerk vasgesit word;
 reguitsnywerk;
 rollers of ander toestelle gebruik om matwerk vas te bed nadat dit ingesit, gelê of gepas is.

(d) In die plafon- en afskortingsoprigtingseksie van die Nywerheid:

Metaalkomponente monteer en hanteer;
 gate boor;
 steierwerk oprig;
 alle soorte verankerklamme aan plafonpanele vasheg;
 staalveerklamme aan aluminiumdekstroke vasheg;
 stutte aan plafonpanele vasheg;
 vinielstroke lym en aan afskortingspanele plak;
 veselglas lê;
 gefineerde of gewone of vianied-vynalastbeklede panele van spaanderbord, gips of asbessement in posisie plaas en die ankerdekstroke op hul plekke vasdruk;
 plofklinael-toestelle en gespesialiseerde plafon en/of afskortingsgereedskap gebruik.

(e) In die betonwerkseksie van die Nywerheid:

Beton afstryk;
 beton lê, gelykmaak en afvlak en met betondriller bewerk—onder toesig;
 beton met hand meng;
 beton- of daghamenger of dergelike masjien bedien;
 materiaal met grawe in dagha- of betonmengmasjiene ingooi of daaruit verwyder;
 sand sif en dagha of beton met die hand met skopgrawe meng.

(f) In die vloer- en muurbedekkingseksie van die Nywerheid:

Ambagsmanne (bevoering) en vloerlêers help in verband met alle vloerlêerksaamhede;
 kleefstowwe ter voorbereiding vir die uitleë van vloerblokkies, teëls, plaatbedekking en soortgelyke materiaal meng, aanwend en spreï;
 reguitsnywerk;
 rollers of ander toestelle gebruik om vloermateriaal vas te bed nadat dit hard geword het of gelê is.

(g) In die verf-, dekoreer- of ruitwerkseksie van die Nywerheid:

Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelike materiaal;
 rubberlym met 'n koolborsel aan sementpanne op dakke aanbring;
 geskoolde werknemers help om die draadholtes in hout op te vul voordat houtoppervlakke met 'n doek opgevryf word;
 klaat of ander soorte hardhout skoonmaak met behulp van oplosmiddels en staalwol;
 glas skoonmaak nadat ruite ingesit is;
 voltooië rame skoonmaak voordat stopverf aangebring word;
 stopverf brei totdat dit die regte stewigheid het;
 voeë en agterkante van klip met 'n waterdigtingsmengsel verf;
 asfalt- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf verf of spuit;
 dakke gereedmaak vir verfwerk, met inbegrip van skraap- en draadborsel;
 alle bouersuïtrusting met preserveermiddels verf;
 grondlae met bitumastik of waterdigtingsoplossings aan oppervlakke aanbring;
 mure en oppervlakte skraap, was, skoonmaak en afvryf voordat dit geverf word;
 timmerhout met preserveermiddels behandel;
 alle soorte skuurmiddels met die hand gebruik, met inbegrip van opvryfoplossings of voorbereidingswerk vir verf- en spuitwerk;
 nuut gegalvaniseerde oppervlakke spoelwas voordat hulle geverf word en nuut gegalvaniseerde oppervlakke met 'n blaaslamp of met verfoplos- of oksideermiddels behandel;
 witkalk en sementstryksel aan alle oppervlakke aanwend;
 dekoratiewe bitumastiek aan pype aanwend;
 chemiese kleefstowwe met 'n verfkwas aan sinkdakke aanwend;
 karbolineum aanwend;
 verf aan dakke aanwend;
 korrosiewerende verf aan boustaalwerk aanwend en dit waterdig maak;
 spykerkoppe aan plafonne kwaslak of verf;
 'n grondlaag aanbring aan ongeverfde staalêers;
 met skuurpapier tussen verflae skuur;
 houtwerk, mure en plafonne toestop of stopverf;
 'n stopverfbed vir ruitwerk aanbring en oortollige afvalstukke daarvan verwyder;
 bouoppervlakte sandstraal, impregneer of andersins voorberei, voordat dit geverf word, of beskermende lae aan sodanige oppervlakte met 'n borsel of sproeispruit aanwend.

(h) In die metaalwerkseksie van die Nywerheid:

Metaal met 'n masjien buig en/of fatsoeneer;
 staalvensters en -deurkosyne onder toesig koppel;
 metaal met krag- of handmasjiene boor of pons en moerdraad daarin sny;
 ankers aan staalvensters en -deurkosyne aanbring;
 'n kragaangedrewe slypmasjien op metaal bedien;
 vylwerk met die hand.

(i) In die pleisterwerkseksie van die Nywerheid:

Saksmeerwerk aan mure en plafonne;
 gietvorms met 'n voorwerk- of betonmengsel met 'n skopgraaf vul;
 gebreke in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;
 beton gooi en gelykmaak, 'n betondriller bedien, en help met die afvlakwerk;
 voeë tussen bakstene uitkrap en oppervlakte vir pleisterwerk gereedmaak;
 gietvorms opstel en bekisting en gietsels stroop;
 die nate van gietvorms onder toesig met die hand of 'n stukkie blik met gips toestop;
 die vulsel in gietvorms vasstamp;
 alle oppervlakke met sement afwit;
 'n roteermasjien met soliede skywe vir die afvlakking van sement- of granolietvloere bedien wanneer sodanige masjien gebruik word voordat verdere afwerking plaasvind;
 oppervlakke flodder voordat dit gepleister word.

(j) In die boutimmerwerk-, dakwerk- en steierwerkoprigting-seksie van die Nywerheid:

Geskoolde werknemers help om staalstutte in posisie te plaas, dit aan draagbalke vas te maak en op die vereiste hoogte te stel;
 dakpanne met 'n handsnymasjien sny;

steierpale of stutte afsaag;
 steierwerk onder toesig oprig;
 asfaltplate aan die kante van staal- en houtrame aanbring;
 hoepelyster-, staal- of draadverstywers aanbring om bekisting te versterk;
 bekisting ophys en in posisie plaas maar nie vassit nie;
 bekisting afbreek;
 dakpanne met draad vasbind;
 houtstutte opwig;
 dakteëls van terra-cotta en sement vassit;
 dekplate vassit;
 voorafvervaardigde geboue of bouwerke onder toesig demonteer en/of hermonteer, uitgesonderd die noukeurige opstelling daarvan;
 rubberlym met 'n koolborsel aan sementteëls of dakke aanbring;
 kurk of ander isoleermateriale vassit.

(k) In die skrynwerk- en winkeluitrustingseksie van die Nywerheid:

Afdiglae aan skrynwerk aanbring;
 geskoolde werknemers help met die aanbring van lym aan tappe of houtoppervlakke voordat dit geklamp of gepeers word;
 voorwerk in die fabriek/werkwinkel aan panele of rame vaslym en/of vasheg;
 outomatiese of handperse bedien;
 eierkratwerk, binnerondings of akoestiese materiaal in die fabriek/werkwinkel in posisie plaas en vasheg in holtes wat deur rame gevorm word;
 tapgate skoonmaak;
 staalvoorlemme aan alimuniumdekstroke vasheg.

(l) In die staalwerk-, staalkonstruksie- of staalversterkingseksie van die Nywerheid:

Staalversterkingsmateriale met draad vasbind of vasmaak en sodanige materiale sny, buig, monteer, oprig en vassit;
 staalbekisting en kolomme oprig, uitgesonderd die inlynbring, loodreg- en waterpasmaak daarvan;
 staal ophys en dit in posisie lê;
 voorspanningskabels of versterking sorteer, selekteer, inmeekaarsit, elementêr vasbind of vassit.

(m) In die loodgieters- en rioolaanlegseksie van die Nywerheid:

Pype en staalstawe, uitgesonderd dié van koper, onder toesig met die hand sny, buig en skroef- en moerdraad daarin sny;
 lasse in riele kalfater;
 vore, gate, ens. met die hand grawe.

(n) In die klipwerk-, klippesselwerk- en monumentklippesselwerkseksie van die Nywerheid:

Hangsae bedien, help om klippe reg te sit en saaglemme aan te bring met die doel om met hangsae en poleermasjinerie te werk, en/of met slypsteenmasjinerie werk;
 voëë met bry vul en die agterkant van klipwerk opvul nadat dit gelê is;
 hangsae, klippoleermasjinerie en kompressors vir klipwerk bedien;
 voëë en agterkante van klip met 'n waterdigtingmengsel verf;
 met 'n klopboor werk of 'n hamer en pons gebruik om klip te splits of tapgate te boor;
 'n duntermasjien, met inbegrip van 'n handduntermasjien, 'n draaibank, sirkelsae (ten opsigte van monumentwerk), klippoleermasjinerie, met inbegrip van handpoleeruitrusting, lettersnymasjiene, hand- en spansae onder toesig bedien;
 gereedskap skerpmaak.

(o) In alle seksies van die Nywerheid:

Geskoolde werknemers of hoër gegradeerde werkers help waar nodig, sonder om self sodanige werk van 'n hoër graad te verrig;
 afval- of rommelmetaal met die hand of 'n masjien baal;
 dagha, stene, klip, beton of ander materiaal dra;
 stene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;
 beton, rotse, sand, grond, klippe of ander materiale breek, splinter, verdig, losmaak of vasstamp met 'n kragaangedrewe gereedschapstuk of toestel wat met die hand vasgehou word, soos 'n grondstamper, klopboor, korsbreker, rotsboor of voorskrapper;
 masjinerie olie en smeer;
 vlekke en sement op klip, kunsklip, leiklip, terra-cotta of soortgelyke oppervlakke met karborundumblokke of skuurmasjiene verwyder;
 afskrop en skoonmaak, met gebruikmaking van staaldraad- of skropborsels;
 dakke met gras bedek;
 sand, steen en sement afmeet;
 rommelmetaal met die hand opsny;

rumateriaal op die terrein met kraggereedskap herhalend stukkend sny;
 etes kook of andersins berei of voorsit;
 boodskappe, briewe, pakkette of goedere per voet of met 'n trapfiets, driewiel of handvoertuig aflewer of afhaal;
 vure maak, aan die gang hou of uitkrap, of as, vullis of afval verwyder;
 tee of soortgelyke verversings maak en bedien;
 bome of plantegroei afkap, ontwortel, verwyder of vernietig;
 geboue, mure of ander bouwerke met die hand sloop of afbreek;
 kruiswaens, trollies of ander voertuie met die hand sleep, trek of stoot;
 kleppe of krane, met inbegrip van beheerklappe of -krane vir pompe, oop- en toedraai;
 sanitêre emmers verwyder, leegmaak, skoonmaak of vervang, of rioolpype of -punte skoonmaak;
 alle ander werk van 'n ongeskoolde aard verrig wat nie elders vermeld word nie of aan 'n ander klas of graad werknemer toegewys is nie, maar uitgesonderd die werksaamhede ingesluit by die omskrywing van "skoonmaker";

"glaswerk" 'n werknemer wat betrokke is by die finale aanbring en vasleg van glas in rame, wat by die Raad as sodanig geregistreer is en aan wie 'n registrasiekaart uitgereik is;

"wag" 'n werknemer wat persele patrolleer en eiendom bewaak waar bouwerk aan die gang is;

"Nywerheid" die Bounywerheid;

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

"slegs-arbeid-kontrakteur" 'n kontrak, ooreenkoms, reëling of verstandhouding waarkragtens 'n werkgewer onderneem om werk te doen en vir die werk betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer, verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie, en omvat die konsep waarvolgens enige groep werknemers op georganiseerde wyse van die een bouverseel na 'n ander verskuif word, ongeag of hulle vir 'n eienaarbouwer soos omskryf werk of nie;

"getroude lid" behoudens die reëls van die Mediese Hulpfonds, 'n lid met een of meer afhanklikes;

"lid" enigiemand wat tot die Voordeelfondse, beheer deur die Raad ingevolge hierdie Ooreenkoms, bydra ten einde 'n voordeel soos in die reëls bedoel, óf vir homself óf vir sy afhanklikes ooreenkomstig die reëls te verkry, wat die gespesifiseerde aansoek om lidmaatskap behoorlik ingevul aan die Raad voorgelê het en as lid van die Fonds toegelaat is;

"eienaar-bouer" enige persoon wat persone in diens neem, hetsy teen vergoeding of nie, met die doel om werk in die Bounywerheid, soos omskryf, te verrig aan 'n bestaande woonhuis of met die doel om 'n nuwe woonhuis op te rig, en aan wie 'n lisensie as eienaar-bouer deur die Raad uitgereik is: Met dien verstande dat 'n lisensie as eienaar-bouer slegs uitgereik word indien daarom aansoek gedoen word op sodanige wyse en met verskaffing van sodanige inligting as wat die Raad van tyd tot tyd spesifiseer en nadat die bedrag van R50,00 aan die Raad betaal is, synde die koste van die lisensie: Met dien verstande verder dat 'n lisensie as eienaar-bouer slegs uitgereik word ten opsigte van bouwerk aan 'n woonhuis bewoon deur of vir bewoning deur die aansoeker self en nie ten opsigte van bouwerk aan enige gebou wat vir besigheidsdoeleindes of vir verhuring aangewend word nie, en met dien verstande verder dat 'n lisensie as eienaar-bouer nie uitgereik word nie aan dieselfde persoon ten opsigte van bouwerk aan 'n tweede of meer woonhuise in dieselfde dorp of stad of sy omliggende munisipale gebied, binne enige aaneenlopende tydperk van drie jaar of waar die waarde van die bouwerk (materiaal plus arbeidskoste) die bedrag van R65 000,00 per eenheid oorskry;

"oortyd" alle tyd gewerk buite of langer as die gewone werkure gespesifiseer in klousule 9 (1);

"stukwerk" enige werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bereken word uitsluitlik volgens die hoeveelheid werk wat verrig of geproduseer is afgesien van die tyd wat aan sodanige werk bestee is;

"proefleerlingbouwerker" 'n werknemer, uitgesonderd 'n minderjarige, wat as sodanig by die Raad geregistreer is ingevolge klousule 7 (2), en aan wie die toepaslike registrasiekaart, geldig vir hoogstens 28 agtereenvolgende werkdae, deur die Raad uitgereik is, en wat in diens is van 'n werkgewer wat ingevolge klousule 7 (2) 'n indiensnemingskontrak met die Raad aangegaan het;

"dakwerker" 'n werknemer wat 'n ambagsman is en wat verantwoordelik is vir die uitleë van dakke volgens tekeninge of andersins, wat die posisie aandui van die latte, dakleie, dakpanne, dakplate en ander dakmateriaal, insluitende dakspane, dakgras, ens, wat voegskorte, geute en geutpype aan dakke kan aanbring, wat aan die hoof staan van en toesig het oor ander wat dakkonstruksiewerk verrig en wat minstens die loon betaal word wat in klousule 10 (1) (h) (1) voorgeskryf word;

"reëls" die reëls wat die Raad van tyd tot tyd ingevolge hierdie Ooreenkoms spesifiseer ten opsigte van die administrasie van die Voordeelfondse wat die Raad ingevolge hierdie Ooreenkoms bedryf;

“Sekretaris” die Sekretaris van die Raad en ook 'n beampte deur die Raad aangewys om namens die Sekretaris op te tree;

“geskoolde werk”, werk van 'n geskoolde aard wat gewoonweg en gebruiklik uitgevoer word deur 'n persoon wat ingevolge die Wet op Mannekragopleiding, 1981, 'n vakleerlingskapkontrak uitgedien of 'n opleidingstydperk deurgemaak het en in enigeen van die ambagte ingevolge die voormelde Wet aangewys, met inbegrip van die werk van 'n matlêer, plafon- en/of afskortingsoprigter, vloerleër, waterdigter of dakwerker, soos omskryf, en sluit dit daarbenewens, sonder om enigerwys die gewone betekenis van die uitdrukking “geskoolde werk” te beperk, die volgende werksaamhede in:

asfaltwerk: Toesig oor alle werksaamhede in verband met asfaltwerk;

messelwerk: Merk en uittê volgens planne; die lê van voorafvervaardigde klipblokke, roosterblokke, sier- en ander bakstene, glasstene, dek- en drumpelteëls, alle steenmesselhoeke, hoeke loodreg stel; rifvoegwerk; die installering van voorafvervaardigde steenpaneelmure op die terrein;

metaalwerk: Merk en uittê; die opstel van en toesighouding oor masjiene; met die hand sweis en sweissoldeer; met die hand boor en moerdraad sny; finale vyl en/of monterwerk verrig; die vassit van siermetaal- en gietwerk, metaalrame en -trappe en boumetaalwerk;

verfwerk: Verf, vernis, tekstuurlae, harslae en ander soortgelyke stowwe aan alle oppervlakke aangebring; muurplak en letterskilderwerk;

pleisterwerk: Boetseerwerk en modelleerwerk; gietvorms maak; bepalende gidspleisters voorberei; stowwe aan oppervlakke raap; granolietwerk; gidspleister aanbring aan vloere waarop 'n opgewerkte bedekking soos met blokkies en vinielvolteëls, -stroke ens., aangebring moet word;

loodgieterswerk en rioolaanlegwerk: Merk en uittê, finale vashegting van gemonteerde pype en toebehore; soldeer- en sweissoldeerwerk op die terrein; toesighou oor die lê van pype volgens val;

winkeluitrustingswerk: Alle werksaamhede wat onder winkelskrynwerk ressorteer, asook die montering en installering van winkelfronte en winkelkantoor- en bankuitrustings;

winkelskrynwerk: Merk en uittê; vervaardiging, montering, skaaf, afwerk en aanbring van voltooide houtwerk;

staalwerk: Toesig hou oor die buig, in posisie plaas en aanbring van staalwapening en staalboumateriaal;

klip- en monumentklipmesselwerk: Letters en versierings teken, ontwerp en uittê; letters met die hand en 'n lugdrukhammer sny en uitkerf; finale oppervlaktewerking en afwerking van klip of vervangingsmateriaal met die hand volgens die regte grootte, dog nie poleerwerk nie; masjiene opstel; klippe op daghalae vassit; uittê; voorafgegiete klip of kunsklip of marmer vassit;

boutimmerwerk: Materiaal afmerk, uittê, vervaardig, waterpas maak, loodregstel, saag, aanpas, vasheg, rig en aanbring;

teëlwerk: Teëls, mosaïek of ander soortgelyke materiaal lê en vassit;

waterdigting: Toesig hou oor waterdigtingswerkers en algemene werkers wat waterdigtings- of vogdigtingswerk verrig;

houtmasjiene: Masjiene opstel; toesig hou oor masjiene;

“seël” die amptelike seëlbewys wat deur die Raad aan werkgewers verkoop word;

“bouwerk” ook mure, grens-, tuin- en keermure en monumente;

“taakwerk” 'n werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of geproduseer moet word, vasgestel word as 'n voorwaarde vir die betaling van die loon in klousule 10 (1) gespesifiseer;

“leerlingbouverker Kategorie 4 of 3 of 2 of 1” 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 7 (2) by die Raad geregistreer, en aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk vir 'n werkgewer, wat 'n indiensnemingskontrak ingevolge klousule 7 (2) met die Raad aangegaan het, mag verrig in enigeen van die geskoolde ambagte aangewys ingevolge die Wet op Mannekragopleiding, 1981, en in die ambagte van bloklêer, matlêer, plafon- en/of afskortingsoprigter, vloerleër, glaswerker, dakwerker of waterdigter;

“loon” dié deel van die besoldiging wat in geld aan 'n werknemer betaalbaar is ingevolge klousule 10 (1) ten opsigte van die gewone werkure voorgeskryf in klousule 9 (1): Met dien verstande dat indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié voorgeskryf in klousule 10 (1), dit sodanige hoër bedrag beteken;

“werkdag” enige dag behalwe Saterdag, Sondag, enige openbare vakansiedag of die jaarlikse verlofperiode soos voorgeskryf in klousule 9 (6) van hierdie Ooreenkoms ten opsigte waarvan die gewone werkure soos in klousule 9(1) voorgeskryf, van toepassing is;

“werkende werkgewer” of “vennoot” 'n werkgewer of vennoot wat 'n werkgewer is en wat self werk verrig wat in die omskrywing van die “Bounywerheid” ingesluit word;

“werkweek” die gebruikelike betaalweek van 'n inrigting.

5. VLAKKE VAN BEDINGING

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

6. REGISTRASIE VAN WERKGEWERS

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

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

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

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

(5) Elke werkgever wat nie elke week op die keurdatum bepaal in die Ooreenkoms aan die Raad die nodige heffings en bydraes, betaalbaar deur hom en sy werknemers betaal nie, moet rente teen die prima koers deur die Raad se bank vasgestel, aan die Raad betaal vanaf die betrokke datum tot die datum van betaling, welke rente aan die Raad se algemene fondse toeval.

(6) Waar 'n vennootskap, maatskappy of beslote korporasie as 'n slegs-arbeid-kontrakteur met werkende vennote, direkteure of lede optree, moet die vennootskap, maatskappy of beslote korporasie by registrasie skriftelik een van die werkende vennote, direkteure of lede nomineer as die verantwoordelike persoon wat moet toesien dat die vennootskap, maatskappy of beslote korporasie ten opsigte van die werkende vennote, direkteure of lede aan al die bepalings van die Ooreenkoms voldoen.

(7) Behoudens die bepalings van die Wet op Basiese Diensvoorwaardes, 1997, moet elke werkgever die volgende rekord hou ten opsigte van alle werknemers in sy diens:

- die Boubedingingsraad se nommer;
- die identiteitsnommer, volle naam en woonadres;
- die werknemer se beroep en status;
- rekord van gewone tyd en oortyd gewerk;
- rekord van besoldiging betaal en die berekening daarvan, asook die aftrekkings.

7. REGISTRASIE VAN WERKNEMERS

(1) Algemeen:

- (a) Geen persoon mag in die Bounywerheid in diens geneem word tensy hy op die gespesifiseerde wyse deur die Raad geregistreer is nie.
- (b) Die Raad moet aan elke werknemer 'n identiteitskaart van die Bedingingsraad uitreik en die werknemer moet sodanige kaart te alle tye, terwyl hy in die Bounywerheid werk, hou.
- (c) Die Raad moet die aanvanklike koste van die identiteitskaart betaal, maar die werknemer is verantwoordelik vir die koste van die vervanging van enige verlore identiteitskaart.
- (d) Indien die werkgever, in samewerking met die vakbond, op enige stadium van mening is dat 'n werknemer wat vir minder as drie jaar by die Raad geregistreer is, nie sy werk tot 'n aanvaarbare vlak uitvoer nie, kan die werkgever, op sy eie koste, versoek dat die werknemer 'n vakoets ingevolge artikel 28 van die Wet op Mannekragopleiding, 1981, aflê. Indien die werknemer nie die vaardigheidsvlak waarvoor hy geregistreer is, kan behaal nie, moet die Raad hom herregistreer ooreenkomstig die uitslag van die artikel 28-vakoets.

(2) Proefleerlingbouwerker en leerlingbouwerker

- (a) 'n Geregistreerde werkgever kan enige persoon behalwe 'n minderjarige of 'n persoon wat kwalifiseer vir indiensname as 'n vakleerling ingevolge die Wet op Mannekragopleiding, 1981, as 'n proefleerlingbouwerker of as 'n leerlingbouwerker in diens neem, nadat sodanige persoon op die gespesifiseerde wyse by die Raad geregistreer is.
- (b) By ontvangs van die gespesifiseerde aansoekvorm moet die Raad die leerling in die toepaslike werknemerkategorie registreer en die leerling se naam in 'n register opneem. Die leerling is dan by magte om werk te verrig in die aangewese ambag ten opsigte waarvan hy geregistreer is.
- (c) Die leerling is daarop geregtig om opleiding te ondergaan onder die jurisdiksie van die Opleidingsraad vir die Bounywerheid, of enige ander opleidingsinrigting wat deur die Raad goedgekeur is.
- (d) 'n Proefleerlingbouwerker moet as 'n leerlingbouwerker Kategorie 4 geregistreer word nadat hy as sodanig hoogstens 28 agtereenvolgende kalenderdae (4 weke) in diens was en die Raad voorsien het van 'n verwysingsbrief van 'n werkgever wat hom as 'n leerlingbouwerker Kategorie 4 in diens wil neem.

- (e) 'n Leerlingbouwerker Kategorie 4 moet as leerlingbouwerker Kategorie 3 geregistreer word—
 - (i) nadat hy as leerlingbouwerker Kategorie 4 by 'n werkgever minstens 31 en hoogstens 41 weke in sy ambag in diens was; en
 - (ii) nadat hy by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en
 - (iii) nadat hy in al die modules van fase een van die kursushoud vir sy ambag geslaag het.
- (f) 'n Leerlingbouwerker Kategorie 3 moet as 'n leerlingbouwerker Kategorie 2 geregistreer word—
 - (i) nadat hy as leerlingbouwerker Kategorie 3 by 'n werkgever minstens 39 en hoogstens 49 weke in sy ambag in diens was; en
 - (ii) nadat hy by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en
 - (iii) nadat hy in al die modules van fase twee van die kursushoud vir sy ambag geslaag het.
- (g) 'n Leerlingbouwerker Kategorie 2 moet as 'n leerlingbouwerker Kategorie 1 geregistreer word—
 - (i) nadat hy as 'n leerlingbouwerker Kategorie 2 by 'n werkgever minstens 39 en hoogstens 49 weke in sy ambag in diens was; en
 - (ii) nadat hy by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en
 - (iii) nadat hy in al die modules van fase drie van die kursushoud in sy ambag geslaag het.
- (h) 'n Leerlingbouwerker Kategorie 1 moet as 'n ambagsman geregistreer word—
 - (i) nadat hy as 'n leerlingbouwerker Kategorie 1 by 'n werkgever minstens 39 en hoogstens 49 weke in sy ambag in diens was; en
 - (ii) nadat hy by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en
 - (iii) nadat hy 'n minimum van 100% van die kursushoud vir sy ambag geslaag het; en
 - (iv) nadat hy by 'n werkgever of by 'n erkende opleidingsinrigting sy PPK's (Produksieprestasiëriteria) voltooi het; en
 - (v) nadat hy 'n kategorie B-vaktoets in sy ambag by 'n geakkrediteerde vaktoetsentrum geslaag het.
- (i) Die leerlingbouwerker is geregtig op die betaling van lone ooreenkomstig die loon gespesifiseer vir sy kategorie by Klousule 10(1) van hierdie Ooreenkoms.

(3) Bouwerkers:

- (a) 'n Persoon in 'n bepaalde kategorie moet as 'n bouwerker in daardie kategorie geregistreer word onder die volgende omstandighede:
 - (i) ten opsigte van Kategorie 4, enige persoon wat—
 - (aa) geag word gekwalifiseer te wees as 'n operateur van 'n vloerskuurmasjien of as 'n operateur van 'n klip- en terazzo-poleerder; of
 - (ab) geregistreer is as 'n leerlingbouwerker Kategorie 4, en wat nie geslaag het om te kwalifiseer vir registrasie as 'n leerlingbouwerker Kategorie 3 nie;
 - (ii) ten opsigte van Kategorie 3, enige persoon wat—
 - (aa) geregistreer is as 'n skrynwerkmonteur ingevolge die bepalings van die Vorige Ooreenkoms van die Raad; of
 - (ab) 'n kontrak van leerlingenskap ingevolge hierdie Ooreenkoms as 'n skrynwerkmonteur voltooi het en 'n vaktoets, goedgekeur en erken deur die Raad, geslaag het; of
 - (ac) geregistreer is as 'n leerlingbouwerker Kategorie 3, en wat nie geslaag het om te kwalifiseer vir registrasie as 'n leerlingbouwerker Kategorie 2 nie;
 - (iii) ten opsigte van Kategorie 2, enige persoon wat—
 - (aa) geag word gekwalifiseer te wees as 'n vorkhyseroperateur, of 'n laai- en slootgraafoperateur; of
 - (ab) geregistreer is as 'n bloklêer of 'n glaswerker ingevolge die bepalings van die Vorige Ooreenkoms van die Raad; of
 - (ac) 'n kontrak van leerlingenskap ingevolge hierdie Ooreenkoms as 'n bloklêer of 'n glaswerker voltooi het en 'n vaktoets, goedgekeur en erken deur die Raad, geslaag het; of
 - (ad) geregistreer is as 'n leerlingbouwerker Kategorie 2 en wat nie geslaag het om te kwalifiseer vir registrasie as 'n leerlingbouwerker Kategorie 1 nie;
 - (iv) ten opsigte van Kategorie 1, enige persoon wat—
 - (aa) geag word gekwalifiseer te wees as 'n hyskraanoperateur; of
 - (ab) geregistreer is as 'n ambagsmanplafon- en afskortingoprigter, mat- en vloerlêer of ambagsmanwaterdigter ingevolge die bepalings van die Vorige Ooreenkoms van die Raad; of

- (ac) 'n kontrak van leerlingskap ingevolge hierdie Ooreenkoms as 'n ambagsmanplafon- en afskortingoprigter, mat- en vloerlêer of ambagsmanwaterdigter voltooi het en 'n vakoets, goedgekeur en erken deur die Raad, geslaag het; of
- (ad) geregistreer is as 'n leerlingbouwerker Kategorie 1, en wat nie 100% van die modules van die kursushoud van sy ambag geslaag het nie.
- (b) Aansoek om registrasie in enige van die bogenoemde kategorieë moet aan die Raad gerig word op die wyse bepaal deur die Raad.
- (c) 'n Bouwerker Kategorie 1 word nie as 'n ambagsman geregistreer nie, tensy hy die vereiste vakoets geslaag het.
- (d) Die Raad moet die bouwerker in 'n register registreer, en die bouwerker is geregtig om die fasette van geskoolde werk te verrig wat binne die modules val waarin hy 'n vaardigheidsvlak binne die ambagkategorie waarvoor hy geregistreer is, bereik het.
- (e) Die bouwerker is geregtig op die betaling van lone ooreenkomstig die loon gespesifiseer vir sy kategorie by klousule 10 (1) van hierdie Ooreenkoms.

(4) Ambagsman:

(a) Ambagsman Kategorie 3:

Enige persoon wat—

- (i) óf geregistreer is as 'n ambagsman ingevolge die bepalings van die Vorige Ooreenkoms van die Raad;
- (ii) óf gewerk het as geskoolde werker in die Bounywerheid in of buite die toepassingsbestek van die Raad, en wat 'n vlak van bevoegdheid bereik het gelyk aan dit wat van 'n ambagsman vereis word en wat geslaag het in 'n vakoets goedgekeur en erken deur die Raad;
- (iii) óf buite die toepassingsbestek van die Raad as 'n geskoolde werker gewerk het aan die Raad die dokumentêre en ander bewyse lewer wat die Raad nodig ag om die bevoegdheid van die applikant te staaf;

moet by aansoek by die Raad op die wyse soos deur die Raad bepaal, geregistreer word as 'n Ambagsman Kategorie 3.

(b) Ambagsman Kategorie 3A:

- (i) 'n Werknemer van wie daar vereis of wat toegelaat word om geskoolde werk, soos in hierdie Ooreenkoms omskryf, te verrig in die landdrosdistrikte Ceres, Tulbagh of Worcester, en wat as 'n vakman Graad 2 geregistreer is ingevolge die Vorige Ooreenkoms van die Raad, word geag 'n ambagsman Kategorie 3A te wees.
- (ii) Die Raad registreer nie meer ambagsmanne Kategorie 3A nie.

(c) Ambagsman Kategorie 2:

Enige werknemer wat in 'n kwalifiserende vakoets ingevolge artikel 13 (12), 28 (3) of 30 (6) van die Wet op Mannekragopleiding, 1981, geslaag het maar wat nie kwalifiseer vir registrasie as 'n ambagsman Kategorie 1 nie, word by aansoek op die wyse deur die Raad bepaal, geregistreer as 'n ambagsman Kategorie 2.

(d) Ambagsman Kategorie 1:

Enige werknemer—

- (i) wat geregistreer is as 'n vakman Graad 1 ingevolge die bepalings van die Vorige Ooreenkoms van die Raad; of
- (ii) aan wie 'n Nasionale Tegnieuse Sertifikaat, Deel II (N2) uitgereik is en wat in 'n kwalifiserende vakoets ingevolge artikel 13 (12), 28 (3) of 30 (6) van die Wet op Mannekragopleiding, 1981, geslaag het, word by aansoek op die wyse deur die Raad bepaal, geregistreer as 'n ambagsman Kategorie 1.
- (e) 'n Ambagsman is geregtig op die betaling van lone ooreenkomstig die loon gespesifiseer vir sy kategorie by klousule 10 (1) van hierdie Ooreenkoms.

8. INDIENSNEMINGSTANDAARDE

(1) Indiensneming van minderjariges:

Niemand onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

(2) Proeftydperk van werknemers:

- (a) Die werknemers vir wie lone gespesifiseer word in klousule 10 (1) (a) tot en met (d) van hierdie Ooreenkoms is by indienstreding in die Nywerheid onderhewig aan 'n proeftydperk van 42 werkuur, wat nie noodwendig opeenvolgend hoef te wees nie.

- (b) Ondanks andersluidende bepalings vervat in hierdie Ooreenkoms, is die betrokke werknemer gedurende die proeftydperk bedoel in subklousule (2) (a) hiervan, ten opsigte van alle ure gewerk, geregtig op slegs die lone gespesifiseer in klousule 10 (1) van hierdie Ooreenkoms, sonder enige werkgewerbydraes tot die Vakansiefonds of enige ander voordeelfonds van die Raad.
- (c) Gedurende die proeftydperk bedoel in subklousule (2) (a) hiervan, is die werkgewer nie verplig om die Raad se voordeleseeël aan die betrokke werknemer uit te reik nie.

(3) Verbode indiensneming:

- (a) Geen werkgewer mag van iemand, uitgesonderd 'n geregistreerde ambagsman, proefleerlingbouwerker, leerlingbouwerker, bouwerker, 'n vakleerling geregistreer by die Opleidingsraad vir die Bounywerheid, of 'n voorman, vereis of hom toelaat om geskoolde werk in die Nywerheid te verrig nie.
- (b) Geen werkgewer, voorman, ambagsman of enige ander werknemer wat in 'n toesighoudende hoedanigheid by 'n werkgewer werksaam is, mag 'n werknemer, uitgesonderd dié in subklousule (3) (a) hiervan bedoel, opdrag gee, van hom vereis of hom toelaat om geskoolde werk te verrig nie.
- (c) Geen werknemer, uitgesonderd dié in subklousule (3) (a) hiervan bedoel, mag geskoolde werk in die Nywerheid verrig nie.
- (d) Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepalings waarby die aanwerving of indiensneming van 'n werknemer vir enige kategorie werk of op enige voorwaardes verbied word, geag die werkgewer vry te stel van die betaling van die besoldiging wat hy moes betaal het en die nakoming van die voorwaardes wat hy moes nagekom het as sodanige aanwerving of indiensneming nie verbied was nie; en die werkgewer moet aanhou om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanwerving of indiensneming nie verbied was nie.

(4) Verbod op stukwerk en taakwerk:

- (a) Die uitbesteding deur 'n werkgewer, of die verrigting deur 'n werkgewer of enige groep persone van werk op 'n stukwerk- en/of taakwerkgrondslag word verbied.
- (b) Ondanks subklousule (4) (a) is dit toelaatbaar om deur middel van 'n onderlinge ooreenkoms tussen 'n individuele werkgewer en sy werknemers op enige groep mense, uitgesonderd vakleerlinge, 'n stelsel van aansporingsbetalings in te voer en te handhaaf: Met dien verstande dat die besoldiging en ander geldelike voordele wat die werknemers toekom as gevolg van die invoering en handhawing van sodanige stelsel nie minder mag wees nie as die in hierdie Ooreenkoms bepaal: Voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in alle opsigte nagekom word.

(5) Slegs-arbeid-kontrakteurs:

- (a) Geen slegs-arbeid-kontrakteur mag werk in die Bounywerheid kragtens 'n slegs-arbeid-kontrak onderneem nie, tensy hy by die Raad geregistreer is as 'n werkgewer of, indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is.
- (b) Kontrakteurs mag werk aan slegs-arbeid-kontrakteurs toeken slegs indien bewys van registrasie by die Raad gelewer kan word en nakoming van die Raad se Ooreenkoms deur die Raad bevestig is. Indien die kontrakteur aan hierdie voorwaarde voldoen het, is kontrakteurs nie verantwoordelik vir eise deur die werknemers van die slegs-arbeid-kontrakteur nie.
- (c) 'n Kontrakteur wat versuim om aan die bepalings van subklousule (5) (b) te voldoen, word egter slegs aanspreeklik gehou vir die betaling van lone en bydraes van die werknemers van die ongeregisteerde slegs-arbeid-kontrakteurs indien sodanige slegs-arbeid-kontrakteur nie in staat is om sy verpligting kragtens hierdie Ooreenkoms na te kom nie.

9. DIENSVoorwaardes

(1) Gewone werkure:

- (a) Daar mag van geen werknemer verwag word om gewoonlik meer as die volgende ure te werk nie:

Kategorie	Daaglikse ure	Weeklikse ure
Wagte	12 ure	45 ure.....
Drywers	10 ure	45 ure.....
Alle ander werknemers	9 ure	45 ure.....

- (b) Met uitsondering van wagte word gewone ure daaglikse gewerk tussen 07:00 en 19:00, Maande tot Vrydae. Wagte mag nie op meer as ses opeenvolgende dae in 'n week werk nie.
- (c) *Betaalde werktyd*:—Die daaglikse betaalde werktyd van 'n werknemer neem 'n aanvang wanneer die werknemer begin werk by sy normale werkplek of werkperseel en loop en einde wanneer die werknemer uitval by sy normale werkplek of werkperseel, en alle reistyd na en vanaf sy normale werkplek of werkperseel word uitgesluit: Met dien verstande dat indien die werknemer op die instruksies van die werkgewer na 'n ander werkplek of werkperseel moet verskuif nadat sy betaalde werktyd reeds 'n aanvang geneem het, sodanige reistyd as tyd gewerk deur die werknemer geag word.

(2) Ruspouses:

- (a) Elke werknemer is geregtig op daaglikse ete- en/of ruspouses wat in totaal nie meer as sestig (60) minute is nie, wat nie deel van sy gewone werkure uitmaak nie, en wat geneem word op tye soos ooreengekom met die werkgever.
- (b) Geen werkgever mag van 'n werknemer vereis om meer as vyf (5) aaneenlopende ure sonder ruspouse te werk nie.

(3) Skofwerk:

'n Werkgever kan van sy werknemers vereis dat hulle skofte werk, op voorwaarde dat daar nie van enige werknemer vereis word om meer as een 8-uur- of 12-uur-skof te werk tydens enige tydperk van 24 uur nie.

(4) Oortyd:

- (a) Alle ure wat die gewone werkure in enige week oorskry, word geag oortyd te wees.
- (b) Enige werkgever kan versoek, welke versoek nie onredelik van die hand gewys mag word nie, dat 'n werknemer oortyd werk vir 'n tydperk van hoogstens vier uur daaglik, Maandae tot Vrydae, en hoogstens agt uur Saterdag of Sondag: Met dien verstande dat, met onderlinge vrywillige ooreenkoms, langer ure gewerk mag word.
- (c) 'n Werknemer betrokke in 'n aaneenlopende proses van werk, is verplig om te werk totdat daardie proses voltooi is, en ontvang oortydbetaling soos in hierdie Ooreenkoms bepaal.

(5) Openbare Vakansiedae:

Die openbare vakansiedae soos geproklameer ingevolge die Wet op Openbare Vakansiedae, 1994, word erken as betaalde openbare vakansiedae. Werknemers wat op sulke openbare vakansiedae werk, is geregtig op lone soos gespesifiseer in klousule 10 (4): Met dien verstande dat openbare vakansiedae wat in die jaarlikse verlofperiode soos gespesifiseer in klousule 9 (6) van hierdie Ooreenkoms val, hulle betaling ontvang deur middel van die voordeleëls.

(6) Jaarlikse verlof:

- (a) Elke werknemer is geregtig op jaarlikse verlof tydens die jaarlikse sluitingstydperk van die Bounywerheid, waarvan die datums deur die Raad bepaal moet word teen nie later nie as 30 Junie van elke jaar.
 - (i) Die 2004/2005 jaarlikse sluitingstydperk van die Bounywerheid begin op 17:00 op 17 Desember 2004 en eindig om 08:00 op 10 Januarie 2005.
- (b) Ondanks die bepalings van subklousule (6) (a) kan 'n werknemer skriftelik met sy werkgever ooreenkom om tydens die jaarlikse verloftydperk te werk en moet daarvoor teen bruto lone besoldig word (die basiese loon gespesifiseer in klousule 10 (1) plus die werkgebydraes bedoel in klousule 14, 16, 17 en 20 van hierdie Ooreenkoms), met dien verstande dat niemand gedurende die tydperk 17:00 op 24 Desember tot 08:00 op 2 Januarie mag werk nie.
- (c) Wagte en ander werknemers wat tydens die jaarlikse verloftydperk moes werk, moet verlof toegestaan word, soos met hulle werkgevers ooreengekom, gelyk aan die tydperk gewerk tydens die jaarlikse sluitingstydperk.

(7) Siekteverlof:

'n Werknemer is geregtig op siekteverlof ooreenkomstig die bepalings van die Siekteverloffonds vir die Bounywerheid en klousule 16 van hierdie Ooreenkoms, en op betaling vir die tydperk van sodanige siekteverlof ingevolge die bepalings daarvan.

(8) Beëindiging van dienskontrak:

- (a) 'n Werkgever of werknemer wat voornemens is om 'n dienskontrak te beëindig—
 - (i) is gedurende die werknemer se eerste 24 uur in die diens van die werkgever daarop geregtig om sodanige dienskontrak te beëindig sonder enige kennisgewingstydperk;
 - (ii) moet, indien die werknemer vir vier weke of minder in die diens van die werkgever is, die ander party vyf werkdag kennis gee van die beëindiging van sodanige kontrak;
 - (iii) moet, indien die werknemer vir meer as vier weke in die diens van 'n werkgever is, die ander party twee weke kennis gee van die beëindiging van sodanige kontrak.
- (b) Indien 'n skriftelike dienskontrak vir beide partye voorsiening maak vir 'n kennisgewingstydperk van gelyke duur wat langer is as die tydperk wat in hierdie klousule voorgeskryf word, moet kennis in ooreenstemming met sodanige kontrak oor sodanige langer tydperk gegee word: Met dien verstande dat geen ooreenkoms van 'n werknemer kan vereis of hom toelaat om 'n tydperk van kennisgewing te gee wat langer is as dié wat van die werkgever vereis word nie.
- (c) Kennis van beëindiging van 'n dienskontrak moet skriftelik gegee word, behalwe wanneer dit deur 'n ongeletterde werknemer gegee word.
- (d) Indien 'n werknemer wat kennisgewing van beëindiging ontvang, nie in staat is om dit te verstaan nie, moet die kennisgewing mondeling, in 'n amptelike taal wat die werknemer redelikerwys verstaan, deur of namens die werkgever aan die werknemer verduidelik word.

- (e) Kennis van beëindiging van 'n dienskontrak wat deur 'n werkgewer gegee word, mag—
 - (i) nie gegee word nie gedurende 'n verloftydperk waarop die werknemer ingevolge hierdie Kollektiewe Ooreenkoms geregtig is; en
 - (ii) nie samelopend wees nie met 'n verloftydperk waarop die werknemer ingevolge hierdie Kollektiewe Ooreenkoms geregtig is, behalwe siekteverlof.
- (f) Kennis ingevolge subklousule (8) (a) (ii) en (iii) kan voor 12:00 op enige werkdag gegee word en tree om 08:00 op die daaropvolgende werkdag in werking.
- (g) Ondanks die bepaling van hierdie klousule is albei partye daarop geregtig om die dienskontrak sonder kennisgewing te beëindig deur die betaling van 'n bedrag in plaas van die vereiste kennisgewing-tydperk.
- (h) In die geval waar 'n werknemer dros, of nie die toepaslike betaling in plaas van die kennisgewing-tydperk maak nie, en waar die werkgewer dit kan bewys, is die werkgewer daarop geregtig om die toepaslike kennisgewingstydperkbetaling te verhaal uit enige gelde wat aan die werknemer verskuldig is ingevolge die Vakansiefonds.
- (i) Niks in hierdie klousule tas die reg van 'n werkgewer of werknemer aan om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie.
- (j) 'n Dienskontrak word outomaties beëindig as 'n werknemer sonder die werkgewer se toestemming vir 'n aaneenlopende tydperk van vyf kalenderdae afwesig is, tensy die werknemer afwesig is as gevolg van omstandighede buite sy beheer.
- (k) Geen bepaling in hierdie klousule tas die reg van 'n ontslane werknemer aan om die wettigheid of billikheid van die ontslag ingevolge Hoofstuk VIII van die Wet op Arbeidsverhoudinge, 1995, of enige ander wet te betwis nie.

(9) Tydelike ontslag en skorsing:

- (a) 'n Werkgewer is daarop geregtig om 'n werknemer tydelik te ontslaan—
 - (i) as gevolg van gure weer;
 - (ii) as gevolg van 'n tekort aan materiale weens omstandighede buite die beheer van die werkgewer; en
 - (iii) as gevolg van 'n tekort aan werk: Met dien verstande dat een dag se kennisgewing hiervoor gegee is, en dat sodanige kennisgewing die rede vir die tydelike ontslag gee, asook die tydperk van die ontslag waar moontlik: Met dien verstande voorts dat die werkgewer nie verplig is om 'n werknemer enige betaling te gee gedurende hierdie ontslag nie.
- (b) 'n Werknemer mag tydelik ontslaan word vir 'n aaneenlopende tydperk van nie meer as 20 werkdag nie: Met dien verstande dat aan die einde van sodanige tydperk, die werknemer die keuse gegee word om afgelê te word ooreenkomstig die prosedure bepaal in klousule 9 (10), of vir 'n verdere aaneenlopende tydperk van 20 dae tydelik ontslaan te word, by verstryking waarvan hierdie keuse herhaal mag word. Die tydelike ontslag waarvolgens 'n werknemer vir 'n aaneenlopende tydperk van hoogstens 20 werkdag ontslaan word, mag slegs twee maal binne 'n siklus van een jaar geskied.
- (c) Geen werkgewer mag as 'n dissiplinêre maatreef 'n werknemer eensydig vir enige tydperk uit die werk skors sonder om die werknemer 'n regverdige verhoor te gee nie.
- (d) Enige kennisgewing van tydelike ontslag wat ingevolge hierdie klousule gegee word, moet skriftelik deur die werkgewer gegee word en moet duidelik die aanvanklike tydperk van tydelike ontslag aandui sowel as wanneer die werknemer weer by die werkgewer moet aanmeld vir verdere instruksies/onderhandelinge, en moet ook duidelik spesifiseer dat na die verstryking van die eerste aanvanklike tydperk van die spesifieke tydelike ontslag, die werknemer die keuse kan uitoefen om afgelê te word of vir 'n verdere tydperk ontslaan te word.

(10) Personeelaflegging:

- (a) 'n Werkgewer wat beoog om personeel af te lê, moet nie later nie as tien (10) werkdag voor die beoogde datum van kennis om die werknemer se dienste te beëindig, aan die betrokke vakbond waarvan, volgens sy kennis, die moontlike afleggingskandidate lede is, die volgende inligting skriftelik gee:
 - (i) Die aantal werknemers wat afgelê mag word, tesame met hulle name, dienstydperk, Vakansiefondsnummer van die Bedingsraad en werkkategorie;
 - (ii) die beoogde datum van aflegging;
 - (iii) die redes vir die beoogde aflegging, insluitende alle opsies wat die werkgewer oorweeg het om die afleggings te vermy asook die redes waarom hulle nie aanvaar is nie;
 - (iv) die beoogde datum van oorlegpleging met die vakbond(e) en/of werknemer(s) wat moontlik geraak sal word;
 - (v) die voorgestelde uittreeloon; en

- (vi) die werkgewer se voorstelle ten opsigte van bystand aan die afgelegdes, wat die moontlikheid van herindiensneming insluit.
- (b) In die geval waar 'n werknemer wat moontlik geraak sal word deur die beoogde afleggings, nie 'n vakbondlid is nie, moet die inligting bedoel in subklousule (10) (a), regstreeks aan sodanige werknemer verskaf word.
- (c) Die vakbond(e) en/of werknemer(s) moet skriftelik reageer op die werkgewer se afleggingsvoorstelle, nie later nie as drie (3) werkdade voor die voorgestelde datum van oorlegpleging, wat al sy/hulle voorstelle ten opsigte van die aflegging moet insluit.
- (d) Die werkgewer moet poog om deur middel van oorlegpleging konsensus met die vakbond(e) en/of werknemer(s) te bereik ten opsigte van die afleggingsvoorstelle: Met dien verstande dat indien konsensus nie bereik kan word nie voor die verstryking van die tiendaatydsperk bedoel in subklousule (10) (a), die werkgewer daarop geregtig is om die werkgewer se afleggingsvoorstelle in werking te stel.
- (e) Die werkgewer is daarop geregtig om die werkgewer se afleggingsvoorstelle te eniger tyd in werking te laat tree as die vakbond(e) en/of werknemer(s) nie skriftelik reageer nie of weier en/of in gebreke bly om met die werkgewer oorleg te pleeg ooreenkomstig hierdie klousule.
- (f) 'n Werknemer wat afgelê is ingevolge hierdie klousule, is geregtig op 'n afleggingsbetaling soos voorgeskryf in klousule 196 van die Wet op Arbeidsverhoudinge, 1995 [een week van sodanige werknemer se huidige besoldiging (basiese loon plus die werkgewersbydraes tot die werknemervoordeelfondse waarvoor in hierdie Ooreenkoms voorsiening gemaak word) vir elke voltooide jaar aaneenlopende diens by sy werkgewer].

(11) Kraamverlof:

Kraamverlof soos voorgeskryf deur die Wet op Basiese Diensvoorwaardes, 1997, moet toegestaan word aan alle werknemers wat daarvoor kwalifiseer. Kraamverlofvoordele is betaalbaar soos voorgeskryf in klousule 16 (5) (g) van hierdie Ooreenkoms.

(12) Familieverantwoordelikheidsverlof:

Familieverantwoordelikheidsverlof word toegestaan ingevolge klousule 16 (5) (i) van hierdie Ooreenkoms behoudens die werknemers se voldoening aan die bepalings van klousule 16 (5) (d) (i) en (ii).

(13) Saamgeperste werkweek:

Werkgewers kan die konsep van die saamgeperste werkweek instel behoudens die bepalings van die Wet op Basiese Diensvoorwaardes, 1997, en behoudens die verkryging van die Raad se skriftelike goedkeuring.

(14) Berekening van gemiddelde werkure:

Werkgewers kan die konsep van die berekening van gemiddelde werkure instel behoudens die bepalings van die Wet op Basiese Diensvoorwaardes, 1997, en behoudens die verkryging van die Raad se skriftelike goedkeuring.

10. BESOLDIGING

(1) Basiese lone:

Die basiese loon in die Nywerheid is soos volg:

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per uur	R Per uur	R Per uur	R Per uur
(a) Skoonmaker	6,72	6,72	6,72	6,06
(b) (1) Algemene werker, vervaardigingswerker, stortwa- bestuurder en hystoesteloperator	8,40	8,40	8,40	7,66
	Per week	Per week	Per week	Per week
(2) Wag (voltyds)	378,18	378,18	378,18	344,70
	Per uur	Per uur	Per uur	Per uur
(c) Bouwerker Kategorie 4	9,24	9,24	9,24	8,58
(d) Bouwerker Kategorie 3	10,31	10,31	10,31	9,62

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
(e) Bouwerker Kategorie 2	11,31	11,31	11,31	10,83
(f) Bouwerker Kategorie 1	12,86	12,86	12,86	10,83
(g) Ambagsman Kategorie 3: Dakwerker en verwer	13,93	13,93	13,93	13,63
(h) (1) Ambagsman Kategorie 2: Dakwerker en verwer...	15,57	15,57	15,57	15,31
(2) Ambagsman Kategorie 3: In alle ander ambagte..	15,57	15,57	15,57	—
(i) (1) Ambagsman Kategorie 2: In alle ander ambagte..	17,37	17,37	17,37	17,23
(2) Ambagsman Kategorie 3A: Verwer	15,57	15,57	15,57	—
(3) Ambagsman Kategorie 1: Dakwerker en verwer...	17,37	17,37	17,37	—
(j) Ambagsman Kategorie 3A: In alle ander ambagte	18,16	—	—	—
(k) Ambagsman Kategorie 1: In alle ander ambagte	19,37	19,37	19,37	19,39
(l) Voertuigbestuurder en operateur van kragaaangedrewe masjinerie wat in besit moet wees van 'n—	Per week	Per week	Per week	Per week
(1) Kode 5–7 of B-lisensie	378,18	378,18	378,18	344,70
(2) Kode 8 of EB-lisensie	415,80	415,80	415,80	386,10
(3) Kode 10 of EB1-liensie	463,82	463,82	463,82	432,90
(4) Kode 11–14 of EC-lisensie	519,26	519,26	519,26	487,30
	Per uur	Per uur	Per uur	Per uur
(m) (1) Vakleerling in eerste jaar van opleiding	10,31	10,31	10,31	9,62
(2) Vakleerling in tweede jaar van opleiding	11,54	11,54	11,54	10,83
(3) Vakleerling in derde jaar van opleiding	12,86	12,86	12,86	12,15
(n) (1) Leerlingbouwerker Kategorie 4	9,24	9,24	9,24	8,58
(2) Leerlingbouwerker Kategorie 3	10,31	10,31	10,31	9,62
(3) Leerlingbouwerker Kategorie 2	11,54	11,54	10,49	10,83
(4) Leerlingbouwerker Kategorie 1	12,86	12,86	12,86	12,15:

Met dien verstande dat voormelde lone nie minder mag wees nie as die voorgeskrewe lone ingevolge die Wet op Mannekragopleiding, 1981, of die Skills Development Act, 1998: Met dien verstande voorts dat die lone hierbo gespesifiseer vir drywer/masjienoperateurs betaalbaar is indien sodanige werknemers 45 gewone werkure in enige week gewerk het. Indien sodanige werknemers egter minder as 45 gewone werkure in enige week gewerk het, moet hul lone vir die spesifieke week soos volg bereken word: Bogenoemde gespesifiseerde lone gedeel deur 45 uur en vermenigvuldig met die werklike getal gewone werkure gewerk.

(2) Hoër lone:

Niks in hierdie klousule verhinder die werkgewer om meer as die basiese loon gespesifiseer in subklousule (1) hiervan te betaal nie: Met dien verstande dat geen party by hierdie Ooreenkoms of enige werknemer daarop geregtig is om oor te gaan tot 'n staking of uitsluiting ten einde 'n werkgewer te verplig om 'n hoër loon as die gespesifiseerde basiese loon te betaal nie.

(3) Oortyd:

(a) 'n Werknemer is soos volg geregtig op betaling ten opsigte van oortyd gewerk ooreenkomstig klousule 9

(4) (a):

(i) ten opsigte van oortydwerk van Maandae tot en met Vrydae, een en een derde maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk;

(ii) ten opsigte van oortydwerk—

(iii) vir oortydwerk verrig—

(aa) na 17:00 op Saterdag;

(ab) op Sondag en tot by die normale aanvangstyd op Maandae;

(ac) gedurende die verloftydperke gespesifiseer in klousule 9 (6)—

twee maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het.

(4) Openbare vakansiedae:

- (a) 'n Werknemer van wie daar nie verwag word om op 'n openbare vakansiedag, wat as sodanig afgekondig is ingevolge die Wet op Openbare Vakansiedae, 1994, wat gewoonweg 'n werkdag is, te werk nie, moet sy gewone daaglikse basiese loon ontvang ten opsigte van daardie openbare vakansiedag.
- (b) 'n Werknemer van wie daar verwag word om op 'n openbare vakansiedag, wat gewoonweg 'n werkdag is, te werk, moet bo en behalwe die betaling ingevolge subklousule (4) (a), gewone basiese loon ten opsigte van alle ure gewerk op daardie dag betaal word.
- (c) 'n Werknemer van wie daar verwag word om op 'n openbare vakansiedag te werk wat op 'n Saterdag of 'n Sondag val, moet betaal word teen twee maal sy uurloon ten opsigte van elke uur of gedeelte daarvan gewerk.

(5) Skofwerk:

'n Werknemer wat 'n ander skof werk as die skof gedurende die gewone werkure, moet sy gewone basiese loon klousule 10 (1) ontvang, plus vyftien persent (15%): Met dien verstande dat die bepalings van hierdie subklousule nie op 'n wag van toepassing is nie.

(6) Gevaarlike werk:

- (a) Bo en behalwe die lone voorgeskryf in klousule 10 (1), moet 'n werkgever aan sy werknemer minstens tien persent (10%) van sodanige loon betaal ten opsigte van elke uur of gedeelte daarvan, waartydens hy betrokke is by die uitvoer van gevaarlike werk.
- (b) Vir die doeleindes van hierdie klousule beteken "gevaarlike werk" enige werk—
 - (i) wat as gevaarlik geklassifiseer is in enige wet, provinsiale ordonnansie, munisipale verordening of regulasie wat op die Bounywerheid betrekking het en wat van krag is in enige dorp of plek waarin of waar sodanige werk verrig word;
 - (ii) wat op 'n hoogte van meer as 10 m van die grond af aan die buitekant van 'n gebou (uitgesonderd by die oprigting van 'n nuwe gebou), op of van 'n hangsteier, bootsmanstoel, of 'n dak of skuifloor verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van verligting of ophang van feestooisels;
 - (iii) wat aan 'n alleenstaande skoorsteen of staalbundel verrig word op 'n hoogte van meer as 10 m van die grond af; en
 - (iv) wat in ou role of in slote wat meer as 5 m diep is verrig word.

(7) Toelaes:

- (a) Aan 'n werknemer van wie daar vereis word om by die uitvoering van sy pligte weg van sy gewone woonplek af te werk by 'n werkplek wat so geleë is dat daar beweer kan word dat so 'n werknemer nie in staat sal wees om daagliks na sy gewone woonplek terug te keer nie, moet daar ten opsigte van elke nag wat so 'n werknemer weg van sy gewone woonplek af deurbring, geskikte slaapplek wat totaal waterdig en goed geventileer is en beskik oor vloerbedekking en 'n bed, gratis aan die werknemer beskikbaar gestel word in die nabye omgewing van die werkplek, en indien drie maaltye per dag nie gratis aan die werknemer verskaf word nie, moet 'n addisionele uitslaaptoelae van R22,00 per nag aan alle werknemers vir wie lone in hierdie Ooreenkoms vasgestel word, betaal word. Alle verwante vervoer moet ook gratis deur die werkgever verskaf word.
- (b) Geen werkgever mag as 'n voorwaarde vir die indiensneming van 'n werknemer stel dat so 'n werknemer sy motor of ander voertuig in verband met die werkgever se sake moet gebruik nie.

11. LOONBETALINGSPROSEDURE**(1) Betaling van lone:**

- (a) 'n Werknemer moet sy loon ontvang op 'n tyd en plek soos bepaal deur sy werkgever: Met dien verstande dat die betaling gemaak word:
 - (i) met weeklikse, tweeweeklikse of maandelikse tussenpose;
 - (ii) in kontant, per tjek of deur middel van 'n elektroniese bankoorplasing, soos ooreengekom tussen die werkgever en die werknemer; en
 - (iii) nie later nie as sluitingstyd op die laaste werkdag van elke betaaltydperk.
- (b) Met uitsondering van die betaling deur middel van elektroniese bankoorplasing, moet die werknemer se loon aan hom uitbetaal word op die terrein waar hy in diens is, of by die kantoor of werkwinkel van die werkgever.
- (c) 'n Werknemer wie se diens beëindig is, moet die toepaslike loon ontvang op of voor die dag van sy diensbeëindiging.
- (d) Elke werkgever moet aan elkeen van sy werknemers 'n betaalstrokie voorsien wat die werkgever se naam, die naam en werkkategorie van die werknemer, en die tydperk ten opsigte waarvan die betaling gemaak word, aandui. Die betaalstrokie moet toon hoe die werknemer se bruto besoldiging, aftrekkings, oortyd betalings, toelaes en netto loon bereken is.

- (e) Alle betalings wat in kontant gemaak word, moet in 'n verseëelde koevert wees.
- (f) 'n Werkgewer moet ten tyde van die betaling van die werknemer se besoldiging die voordeleseeëls van die Raad waarop sodanige werknemer geregtig is, aan hom verskaf.

(2) Aftrekkings van lone:

- (a) 'n Werkgewer is daarop geregtig om aftrekkings van 'n werknemer se lone te maak:
 - (i) ten opsigte van die werknemer se bydrae tot die Vakansiefonds—klousule 14(3), Mediese Hulpfonds—klousule 15(6), Aftredingsfondse—klousule 15 (5), Siekefonds—klousule 16 (4), Stabilisasiefonds—klousule 17, Uitgawes van die Raad—klousule 19 (2), Vakbondledegeld—klousule 20 (1) en (2), W.P.B. & V.A.-Siekefonds—klousule 22(1) soos gespesifiseer in hierdie Ooreenkoms;
 - (ii) indien hy wetlik daartoe geregtig of verplig is; en
 - (iii) ten opsigte van enige ander saak, met die werknemer se skriftelike toestemming.

12. BERGING EN VOORSIENING VAN GEREEDSKAP

(1) Daar word van elke ambagsman, leerlingbouwerker, bouwerker of vakleerling verwag om te alle tye in besit te wees van sodanige gereedskap as wat nodig mag wees om die aangewese kategorie werk te verrig ten opsigte waarvan hy geregistreer is, soos van tyd tot tyd deur die Raad gespesifiseer, en daar word verder van hom verwag om sodanige gereedskap te alle tye in goeie werkende toestand, en permanent gemerk met sy naam, te hou.

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

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

(4) 'n Werkgewer moet die gereedskap van 'n werknemer verseker teen verlies deur brand of diefstal.

(5) Indien die werkgewer versuim om 'n toesluitplek ooreenkomstig subklousule (3) te verskaf, of indien 'n werkgewer versuim om 'n toesluitplek na die gewone werkure stewig toegesluit te hou ooreenkomstig subklousule (3), of indien 'n werkgewer versuim om die gereedskap van 'n werknemer teen verlies deur brand of diefstal te verseker, is so 'n werkgewer, as 'n werknemer sy gereedskap verloor as gevolg van dié optrede of versuim, aanspreeklik vir die verlies van die gereedskap en moet hy aan die Raad die bedrag betaal wat die Raad as die waarde van die verlore gereedskap beskou, maar slegs indien die werknemer voldoen het aan subklousule (1) en (2).

13. VOORDELESEËLS

(1) Elke werknemer wat ten minste 25 uur in enige week vir 'n werkgewer werk, is daarop geregtig om 'n voordeleseël te ontvang ingevolge hierdie Ooreenkoms, en word vir die doeleindes van hierdie Ooreenkoms geag 'n "geskikte werknemer" te wees.

(2) Bydraes en bedrae wat afgetrek moet word en wat aan die Raad betaal moet word ingevolge hierdie Ooreenkoms en wat ingesluit moet wees in die Raad se voordeleseëls, moet, waar 'n werknemer in dieselfde bydraeweek by twee of meer werkgewers in diens was, afgetrek en betaal word deur die werkgewer by wie die werknemer die eerste 25 uur of langer in diens was, en moet ten opsigte van hoogstens 42 uur in enige week gemaak word.

(3) 'n Werkgewer moet seëls aankoop op 'n wyse deur die Raad vir dié doel bepaal, om bydraes soos bepaal in die Ooreenkoms ten opsigte van "geskikte werknemers" te doen en is daarop geregtig om 'n terugbetaling van die Raad te ontvang ten opsigte van ongebruikte seëls, deur daarvoor aansoek by die Raad te doen, nie later nie as 30 Junie van die jaar wat volg op die jaar waarin die seëls aangekoop is.

(4) Elke werknemer aan wie seëls uitgereik is, moet sodanige seëls bewaar in 'n bydraeboek, deur die Raad vir hierdie doeleindes uitgereik, en wat op aansoek by die Raad verkrygbaar is. Geen betaling word deur die Raad gemaak ten opsigte van seëls wat nie in die amptelike bydraeboek aangebring is nie, wat dan ook verder die eiendom van die Raad bly.

(5) Die Raad kan volgens sy oordeel afsonderlike seëls en bydraeboeke uitreik ten opsigte van elkeen van die fondse waarvoor daar voorsiening gemaak is in hierdie Ooreenkoms, en kan sulke seëls en/of bydraeboeke kombineer.

14. VAKANSIEFONDS

(1) Die Vakansiefonds word hierby voortgesit en gaan voort om deur die Raad geadminesteer te word met die doel om geskikte werknemers te voorsien van verlofbetaling vir die tydperk van die jaarlikse verloftydperk ingevolge klousule 9 (6). Gelde deur die werkgewers bygedra tot die Fonds, moet belê word soos bepaal ingevolge artikel 53 (5) van die Wet.

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

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a).....	16,38	16,38	16,38	14,70
(ii) klousule 10 (1) (b) en (l) (1).....	20,58	20,58	20,58	18,48
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	22,26	22,26	22,26	21,00
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	24,78	24,78	24,78	23,10
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	27,72	27,72	27,72	26,04
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	31,08	31,08	31,08	29,40
(vii) klousule 10 (1) (g).....	33,60	33,60	33,60	32,76
(viii) klousule 10 (1) (h).....	37,38	37,38	37,38	36,96
(ix) klousule 10 (1) (i) (1) and (i) (3)	42,00	42,00	42,00	41,58
(x) klousule 10 (1) (i) (2)	37,38	37,38	37,38	—
(xi) klousule 10 (1) (j).....	43,68	—	43,68	—
(xii) klousule 10 (1) (k).....	46,62	46,62	46,62	46,62

(b) Elke werkgever moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die gespesifiseerde voordeleleëls, ter waarde van die bydrae gemaak, kanselleer en aan die werknemer uitreik.

(3) **Bydrae deur die werknemer:** (a) Elke werkgever mag op elke betaaldag van die lone verskuldig elke week aan elke geskikte werknemer wat 25 uur of meer maar minder as 42 uur gedurende die besondere bydraeweek gewerk het, die bedrae hieronder gespesifiseer, vermenigvuldig met die verskil tussen die ure werklik gewerk en 42 uur, aftrek as die werknemer se bydrae tot die Vakansiefonds:

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C Per uur	C Per uur	C Per uur	C Per uur
Werknemer vir wie lone voorgeskryf word—				
(i) klousule 10 (1) (a).....	39	39	39	35
(ii) klousule 10 (1) (b) en (l) (1).....	49	49	49	44
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	53	53	53	50
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	59	59	59	55
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	66	66	66	62
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	74	74	74	70
(vii) klousule 10 (1) (g).....	80	80	80	78
(viii) klousule 10 (1) (h).....	89	89	89	88
(ix) klousule 10 (1) (i) (1) en (i) (3)	100	100	100	99
(x) klousule 10 (1) (i) (2)	89	89	89	—
(xi) klousule 10 (1) (j).....	104	—	104	—
(xii) klousule 10 (1) (k).....	111	111	111	111

(4) Waar van toepassing, moet geskikte werknemers hulle bydraeboek aan die Raad stuur nie later nie as 31 Oktober van elke jaar, en 'n kwitansie daarvoor moet deur die Raad uitgereik word.

(5) Die Raad moet 'n datum bepaal voor die aanvang van die jaarlikse verloftydperk ingevolge klousule 9(6) waarop geskikte werknemers betaling moet ontvang vir die bedrag wat tot hulle krediet in die Vakansiefonds staan: Met dien verstande dat geen betaling uit die Vakansiefonds gemaak mag word nie—

- (a) tensy die werknemer, waar van toepassing, die kwitasie deur die Raad uitgereik, voorlê;
- (b) ten opsigte van seëls wat uitgegee, verander, beskadig of vernietig is, tensy die Raad volgens sy oordeel anders sou besluit;
- (c) ten opsigte van seëls by die Raad ingehandig ten opsigte van enige ander persoon as die werknemer ten opsigte van wie die seëls uitgereik is;
- (d) ten opsigte van seëls deur die werkgewer uitgereik na 31 Oktober elke jaar, welke seëls geag word ten opsigte van die volgende jaar uitgereik te wees;
- (e) ten opsigte van seëls vir meer as 51 weke in een enkele jaar wat op 31 Oktober daardie jaar eindig;
- (f) indien die werknemer versuim om die waarde van sy seëls binne ses maande na die aanvang van die seëls aan die algemene fondse van die Raad toeval;
- (g) ten opsigte van aftrekkings gemaak ten opsigte van 'n werknemer se Vakansiefonds waarop hy geregtig is ingevolge klousule 9 (8) (f);
- (h) behoudens subklousule (7), voor die datum soos bepaal deur die Raad ingevolge hierdie klousule.

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

(7) Behoudens subklousule (6) hierbo, is die bedrag tot die werknemer se krediet in die Vakansiefonds nie oordraagbaar nie, en enige werknemer wat poog om sy seëlboekie af te staan, oor te dra, sedeer, verpand, verhipotekeer en/of uitleen, verbeur onmiddellik alle regte op die waarde van sodanige seëls, wat dan aan die algemene fondse van die Raad toeval.

(8) Ondanks enige andersluidende bepalinge in hierdie Ooreenkoms is die Raad, op versoek van die vakbond wat 'n party by hierdie Ooreenkoms is, geregtig om van die bedrag wat in die Vakansiefonds in 'n werknemer se krediet staan, enige uitstaande bedrae af te trek ten opsigte van vakbond- en Siektebystandsfondseledegeld wat betaalbaar is deur sodanige werknemer wat 'n lid is van die vakbond wat 'n party by hierdie Ooreenkoms is, indien die vakbond kan bewys dat die betrokke werknemer 'n magtiging te dien effekte onderteken het, en die bedrae aldus afgetrek, moet deur die Raad aan die betrokke vakbond en Siektebystandsfondse oorbetal word.

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

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

(11) In die geval waar daar geen Raad bestaan ten tyde van die verstryking van hierdie Ooreenkoms nie, moet die Vakansiefonds gelikwider word deur die komitee of trustee soos aangestel ingevolge subklousule (10).

(12) In die geval van die likwidasië van die Vakansiefonds ingevolge subklousule (9) of subklousule (10) hierbo moet die oorblywende gedeelte van die gelde, na die betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en die likwidasië-uitgawes, oorbetal word in die algemene fondse van die Raad. In die geval waar die Raad gelikwider is voor die likwidasië van die Vakansiefonds, moet die oorblywende gelde eweredig verdeel word tussen die partye by die Raad, soos hulle bestaan het onmiddellik voor die ontbinding.

15. AFTREDINGSFONDSE

(1) Die pensioenfondse bekend as die Bounywerheidpensioenfondse en die voorsorgfondse bekend as die Bounywerheidvoorsorgfondse ("die Aftredingsfondse") word hierby voortgesit en word steeds bestuur deur die Raad ooreenkomstig die Wet met die doel om aftreevoordele te voorsien vir werknemers ten opsigte van wie bydraes gemaak is ingevolge hierdie klousule, en die Raad is voorts daarop geregtig om enige ander soortgelyke fondse of skema te stig wat hy vir hierdie doel goedgevind.

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

(3) Alle werknemers waarop hierdie Ooreenkoms betrekking het, moet op die wyse soos van tyd tot tyd deur die Raad bepaal, die keuse uitoefen om by die pensioenskema of die voorsorgfondse aan te sluit, en hierdie besluit is finaal.

(4) **Bydraes deur die werkgewer:** (a) Elke werkgewer moet 'n bedrag tot die Aftredingsfondse bydra namens elke geskikte werknemer ten opsigte van elke bydraeweek wat daardie werknemer in sy diens is, welke bedrag soos volg bereken word:

Kategorie van werknemers	Vanaf 1 November 2004			
	Area "A"	Area "B"	Area "C"	Area "D"
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a).....	42,42	42,42	42,42	38,22
(ii) klousule 10 (1) (b) en (l) (1).....	53,34	53,34	53,34	48,30
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	58,38	58,38	58,38	54,18
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	65,10	65,10	65,10	60,90
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	73,08	73,08	73,08	68,46
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	81,06	81,06	81,06	76,86
(vii) klousule 10 (1) (g).....	87,78	87,78	87,78	86,10
(viii) klousule 10 (1) (h).....	98,28	98,28	98,28	96,60
(ix) klousule 10 (1) (i) (1) en (i) (3).....	98,28	98,28	98,28	108,78
(x) klousule 10 (1) (i) (2).....	109,62	109,62	109,62	—
(xi) klousule 10 (1) (j).....	114,66	—	114,66	—
(xii) klousule 10 (1) (k).....	122,22	122,22	122,22	122,22

(b) Elke werkgewer moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die voordele reëls ter waarde van die bydrae maak, kanselleer en aan die werknemer uitreik.

(c) Indien 'n werknemer nie vir sterfte, ongeskiktheid en/of begrafnisvoordele ingevolge die Pensioen- of Voorsorgfonds kwalifiseer nie, deurdat die werkgewer versuim of ingebreke gebly het om die bydraes deur hom verskuldig ten opsigte van die werknemer se lidmaatskap te betaal, is sodanige werkgewer aanspreeklik om aan sodanige werknemer of sy begunstigde 'n bedrag te betaal wat gelyk is aan die sterfte-, ongeskiktheid- en/of begrafnisvoordele wat aan die werknemer ingevolge die reëls van die betrokke fonds betaalbaar sou wees indien die bydraes deur die werkgewer betaal is.

(5) **Bydrae deur die werknemer:** (a) Elke werkgewer mag op elke betaaldag van die lone verskuldig elke week aan elke geskikte werknemer wat 25 uur of meer maar minder as 42 uur gedurende die besondere bydraeweek gewerk het, die bedrae hieronder gespesifiseer, vermenigvuldig met die verskil tussen die ure werklik gewerk en 42 uur, aftrek as die werknemer se bydrae tot die Aftredingsfondse:

Kategorie van werknemers	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C Per uur	C Per uur	C Per uur	C Per uur
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a).....	101	101	101	91
(ii) klousule 10 (1) (b) en (l) (1).....	127	127	127	115
(iii) klousule 10 (1) (c), (l) (2), en (n) (1).....	139	139	139	129
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	155	155	155	145
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	174	174	174	163
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	193	193	193	183
(vii) klousule 10 (1) (g).....	209	209	209	205
(viii) klousule 10 (1) (h).....	234	234	234	230
(ix) klousule 10 (1) (i) (1) en (i) (3).....	234	234	234	259
(x) klousule 10 (1) (i) (2).....	261	261	261	—
(xi) klousule 10 (1) (j).....	273	273	273	—
(xii) klousule 10 (1) (k).....	291	291	291	291

(6) Behoudens 'n geskikte werknemer se reg om 'n bevoordeelde te benoem om enige bedrae wat aan hom betaalbaar mag word ingevolge die Aftredingsfondse te ontvang in die geval van sy dood voor aftrede, is enige aftreevoordele wat toeval aan 'n werknemer ingevolge hierdie Ooreenkoms, nie oordraagbaar nie en mag nie gesedeer of verpand word nie.

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

16. BYSTANDSFONDS VIR SIEKTE- EN FAMILIEVERANTWOORDELIKHEIDSVLOF VIR DIE BOUNYWERHEID

(1) Die Bystandsfonds vir Siekte- en Famielieverantwoordelikhedsverlof vir die Bounywerheid ("die Fonds") word hierby voortgesit en gaan voort om deur die Raad bestuur te word vir die doeleindes om werknemers te vergoed gedurende tydperke van afwesigheid van die werk as gevolg van ongeskiktheid, en die betaling van vergoeding aan werknemers in die geval van permanente ongeskiktheid, en om werknemers te vergoed gedurende tydperke van afwesigheid van die werk as gevolg van famielieverantwoordelikhedsverlof, ooreenkomstig die reëls van die Fonds.

(2) Die Fonds word deur die Raad bestuur ooreenkomstig die reëls wat hy van tyd tot tyd vir hierdie doel daarstel, en alle gelde van die Fonds moet bestuur, belê en uitbetaal word ingevolge die reëls, die Konstitusie van die Raad en artikel 53 (5) van die Wet. Afskrifte van die reëls en wysigings daaraan moet aan die Direkteur-generaal: Arbeid gestuur word en is beskikbaar ter insae by die kantore van die Raad.

(3) **Bydraes deur die werkgever:** (a) Elke werkgever moet 'n bedrag tot die Fonds bydra namens elke geskikte werknemer ten opsigte van elke bydraeweek wat daardie werknemer in sy diens is, welke bedrag soos volg bereken word:

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	Per week	Per week	Per week	Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a)	4,62	4,62	4,62	4,20
(ii) klousule 10 (1) (b) en (l) (1)	5,46	5,46	5,46	5,04
(iii) klousule 10 (1) (c), (l) (2), en (n) (1)	5,88	5,88	5,88	5,46
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2)	6,72	6,72	6,72	6,30
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3)	7,56	7,56	7,56	7,14
(vi) klousule 10 (1) (f), (m) (3) en (n) (4)	8,40	8,40	8,40	7,98
(vii) klousule 10 (1) (g)	8,82	8,82	8,82	8,82
(viii) klousule 10 (1) (h)	10,08	10,08	10,08	9,66
(ix) klousule 10 (1) (i) (1) en (i) (3)	11,34	11,34	11,34	10,92
(x) klousule 10 (1) (i) (2)	10,08	10,08	10,08	—
(xi) klousule 10 (1) (j)	11,76	—	11,76	—
(xii) klousule 10 (1) (k)	12,60	12,60	12,60	12,60

(b) Elke werkgever moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag en moet op daardie dag die voordeleseeël wat die waarde aandui van die bydrae gemaak, endosseer en aan die werknemer uitreik.

(4) (a) **Bydrae deur die werknemer:** Elke werkgever kan op elke betaaldag van die lone elke week verskuldig aan elke geskikte werknemer wat 25 uur of meer maar minder as 42 uur gedurende die besondere bydraeweek gewerk het, die bedrae hieronder gespesifiseer, vermenigvuldig met die verskil tussen die ure werklik gewerk en 42 uur, aftrek as die werknemer se bydrae tot die Fonds.

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C Per uur	C Per uur	C Per uur	C Per uur
Werknemer vir wie lone voorgeskryf word—				
(i) klousule 10 (1) (a).....	11	11	11	10
(ii) klousule 10 (1) (b) en (l) (1).....	13	13	13	12
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	14	14	14	13
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	16	16	16	15
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	18	18	18	17
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	20	20	20	19
(vii) klousule 10 (1) (g).....	21	21	21	21
(viii) klousule 10 (1) (h).....	24	24	24	23
(ix) klousule 10 (1) (i) (1) en (i) (3).....	27	27	27	26
(x) klousule 10 (1) (i) (2).....	24	24	24	—
(xi) klousule 10 (1) (j).....	28	—	28	—
(xii) klousule 10 (1) (k).....	30	30	30	30

(5) **Voordele.** (a) 'n Werknemer moet betaling ontvang volgens die bedrae hieronder uiteengesit ten opsigte van elke werkdag, openbare vakansiedag ingesluit, wat hy as gevolg van siekte of besering afwesig is gedurende 'n siklus van een jaar wat begin op 1 Januarie van elke jaar—

- (i) 10 dae teen 75%;
- (ii) 12 dae teen 50%;
- (iii) 108 dae teen 33%;

van die minimum basiese loon soos gespesifiseer in klousule 10 (1).

(b) Bystand moet betaal word ten opsigte van gewone werkdag en ten opsigte van die openbare vakansiedag in klousule 9 (5) van hierdie Ooreenkoms bedoel, indien bedoelde openbare vakansiedag op 'n gewone werkdag val.

(c) Ondanks subklousule (5) (a) en (b) is 'n lid geregtig op bystand uit die Fonds slegs wanneer 'n mediese praktisyn gesertifiseer het dat hy weens siekte of 'n ongeluk nie kan werk nie.

(d) Behoudens die reëls van die Fonds is 'n werknemer nie geregtig op siektebetaling nie—

- (i) totdat 20 aaneenlopende weeklikse bydraes gemaak is tot die Fonds ten opsigte van sodanige werknemer: Met dien verstande dat bydraes wat onderbreek is deur 'n tydperk van werkloosheid of verwisseling van werkgever, geag word aaneenlopend te wees;
- (ii) ten opsigte van aaneenlopende tydperke van afwesigheid van langer as 26 weke, tensy die werknemer 'n verdere 20 weke diens voltooi het;
- (iii) indien hy van die werk afwesig is as gevolg van 'n ongeluk waarvoor hy vergoed sal word ingevolge die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993;
- (iv) as sy afwesigheid van werk verband hou met die misbruik van alkohol of onwettige verdowingsmiddels, of as hy ongeskik is as gevolg van siekte weens sy eie nalatigheid of wangedrag;
- (v) as hy in gebreke bly om die opdragte van 'n mediese praktisyn na te kom, of inien hy volgens die mening van daardie praktisyn sy toestand vererger of sy herstel vertraag het as gevolg van sy eie toedoen;
- (vi) as hy ly aan 'n besering ten opsigte waarvan 'n derde party aanspreeklik is vir vergoeding of wel vir hom daarvoor vergoed;
- (vii) terwyl hy behandeling ondergaan soos voorgeskryf deur enige ander persoon as 'n geregistreerde mediese praktisyn;
- (viii) indien hy in gebreke bly om die Raad te voorsien van enige relevante inligting wat die Raad mag aanvra;
- (ix) indien die Raad bevind dat hy geskik is om sy werk te hervat of dat hy permanent ongeskik is, in welke geval hy ophou om geregtig te wees op siektebetaling vanaf die datum deur die Raad vir hierdie doel bepaal.

(e) Op enige tydstip wanneer die bedrag in die krediet van die Fonds onder R100 000,00 val, word die betaling van voordele gestaak tot op sodanige tydstip daarna wanneer die bedrag tot die krediet van die Fonds R200 000,00 oorskry.

- (f) Die Fonds is daarop geregtig om enige bedrag van 'n werknemer te verhaal—
- (i) as gevolg van vals inligting aan die Fonds verskaf deur of ten behoeve van sodanige werknemer; en
 - (ii) indien die werknemer versuim om die Fonds betyds te verwittig van enige verandering in sy omstandighede wat daartoe kon gelei het dat die bedrag van die voordele herooreweeg of gestaak sou word, in welke geval die Fonds enige gelde wat aan 'n werknemer te veel betaal is, kan terugeis.
- (g) In die geval waar 'n werknemer verlof neem as gevolg van swangerskap, moet die Fonds aan so 'n werknemer, onderhewig aan die getal voordele dae per jaar bedoel in subklousule (5) (a), (b) en (c), 33% van haar gespesifiseerde basiese lone betaal vir 'n maksimum tydperk van 90 dae.
- (h) 'n Werknemer wat vir voordele in aanmerking kom ingevolge hierdie klousule, moet van die Fonds ontvang 'n vol voordeleseël gespesifiseer vir sy werknemerkategorie ingevolge hierdie Ooreenkoms, ten opsigte van elke vyf (5) aaneenlopende werkdae wat hy weens siekte of besering nie kan werk nie;

(i) Familieverantwoordelikeverlof

- (i) 'n Werknemer moet vergoeding ontvang ten opsigte van drie dae verlof vir gesinsverantwoordelike teen 100% van sy voorgeskrewe loon gedurende 'n siklus van een jaar wat op 1 Januarie elke jaar begin, en slegs ten opsigte van die volgende omstandighede:
 - (aa) Wanneer die werknemer se kind gebore word;
 - (ab) wanneer die werknemer se kind siek is;
 - (ac) in die geval van die dood van die werknemer se gade, lewensmaat, ouer, pleegouer, grootouer, kind, aangenome kind, kleinkind, broer of suster.
 - (ii) Aansoek om hierdie voordele moet gedoen word op die Raad se voorgeskrewe eisvorm en is onderworpe aan die verskaffing van die nodige dokumentêre bewys wat die Raad toepaslik ag om die voordele-eis te staaf.
- (6) In die geval van die verstryking van hierdie Ooreenkoms, die ontbinding of likwidasie van die Raad of 'n staking van sy werksaamhede is die bepalings van klousule 14 (9) — (12) betreffende die Vakansiefonds ook van toepassing op hierdie Fonds.

17. STABILISASIEFONDS

- (1) The Stabilisasiefonds word hierby voortgesit en gaan voort om deur die Raad bestuur te word.
- (2) **Bydraes**—Elke werkgewer moet op elke betaaldag van die lone verskuldig elke week aan elke geskikte werknemer die bydraes aftrek wat soos volg bereken word:

Kategorie van werknemer	Area "A"	Area "B"	Area "C"	AREA "D"
	R per week	R per week	R per week	R per week
Werknemers vir wie lone gespesifiseer word in—				
(i) klousule 10 (1) (a).....	6,00	6,00	6,00	6,00
(ii) klousule 10 (1) (b) en (l) (1).....	6,00	6,00	6,00	6,00
(iii) klousule 10 (1) (c), (l) (2), (m) en (n) (1)	7,50	7,50	7,50	7,50
(iv) klousule 10 (1) (d), (l) (3) en (n) (2).....	7,50	7,50	7,50	7,50
(v) klousule 10 (1) (e), (l) (4) en (n) (3).....	7,50	7,50	7,50	7,50
(vi) klousule 10 (1) (f), (l) (5) en (n) (4).....	7,50	7,50	7,50	7,50
(vii) klousule 10 (1) (g).....	9,00	9,00	9,00	9,00
(viii) klousule 10 (1) (h).....	9,00	9,00	9,00	9,00
(ix) klousule 10 (1) (i) (1) en (l) (3)	9,00	9,00	9,00	9,00
(x) klousule 10 (1) (i) (2)	9,00	—	9,00	9,00
(xi) klousule 10 (1) (j).....	9,00	—	9,00	9,00
(xii) klousule 10 (1) (k).....	9,00	9,00	9,00	9,000

- (3) Elke werkgewer moet die bydrae bedoel in subklousule (2), aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die Raad se voordeleseëls van die bydrae gemaak, kanselleer en aan die werknemer uitreik.
- (4) Die werknemer moet met die bydrae bedoel in subklousule (3) gekrediteer word in die Stabilisasiefonds.
- (5) Die Raad kan die koste van die Stabilisasiefonds verhaal uit geld wat as rente op beleggings aan die Fonds toeval.

(6) Die Raad moet op 'n datum wat elke jaar deur die Raad bepaal word, aan die werknemer, tesame met enige geld uit die Vakansiefonds (klousule 14) aan hom verskuldig, enige geld betaal wat in die Stabilisasiefonds in sy krediet staan min bedrae, indien daar is, wat ingevolge subklousule (7) afgetrek word.

(7) Die Raad is geregtig om van die bedrag wat in die Stabilisasiefonds in 'n werknemer se krediet staan, enige uitstaande bedrae af te trek ten opsigte van vakbond- en Siektebystandsfondsegedelg wat betaalbaar is deur sodanige werknemer wat 'n lid is van die vakbond wat 'n party is hierdie Ooreenkoms, en die bedrae aldus afgetrek moet deur die Raad aan die betrokke vakbond en Siektebystandsfondse oorbetal word.

(8) Die bepalings van klousule 14 (4) — (12) betreffende die Vakansiefonds is ook van toepassing op hierdie Fonds.

18. OUDITERING EN BOEKHOUDING

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

19. UITGAWES VAN DIE RAAD

(1) **Bydrae deur die werkgewer:** (a) Elke werkgewer moet 'n geldelike bydrae tot die Raad maak ten opsigte van elke geskikte werknemer vir elke bydraeweek wat daardie werknemer in sy diens is, welke bedrag soos volg bereken word.

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a).....	6,30	6,30	6,30	5,46
(ii) klousule 10 (1) (b) en (l) (1).....	7,98	7,98	7,98	7,14
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	8,82	8,82	8,82	7,98
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	9,66	9,66	9,66	8,82
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	10,92	10,92	10,92	10,08
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	12,18	12,18	12,18	11,34
(vii) klousule 10 (1) (g).....	13,02	13,02	13,02	13,02
(viii) klousule 10 (1) (h).....	14,70	14,70	14,70	14,28
(ix) klousule 10 (1) (i) (1) en (1) (3).....	16,38	16,38	16,38	16,38
(x) klousule 10 (1) (i) (2).....	14,70	14,70	14,70	—
(x) klousule 10 (1) (j).....	17,22	—	17,22	—
(xi) klousule 10 (1) (k).....	18,48	18,48	18,48	18,48

(b) Elke werkgewer moet die gespesifiseerde bydrae aan die Raad betaal op die werknemer se gewone betaaldag, en moet op daardie dag die Raad se voordeleseeëls wat die waarde aandui van die bydrae gemaak, endosseer en aan die werknemer uitreik.

(2) **Bydrae deur die werknemer:** Elke werkgewer kan op elke betaaldag van die lone elke week verskuldig aan elke geskikte werknemer wat 25 uur of meer maar minder as 42 uur gedurende die besondere bydrae week gewerk het, die bedrae hieronder gespesifiseer, vermenigvuldig met die verskil tussen die ure werklik gewerk en 42 uur, aftrek as die werknemer se bydrae tot die Fonds:

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area "D"
	C Per uur	C Per uur	C Per uur	C Per uur
Werknemer vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a).....	15	15	15	13
(ii) klousule 10 (1) (b) en (l) (1).....	19	19	19	17
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	21	21	21	19

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	C	C	C	C
	Per uur	Per uur	Per uur	Per uur
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	23	23	23	21
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	26	26	26	24
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	29	29	29	27
(vii) klousule 10 (1) (g).....	31	31	31	31
(viii) klousule 10 (1) (h).....	35	35	35	34
(ix) klousule 10 (1) (i) (1) en (i) (3)	39	39	39	39
(x) klousule 10 (1) (i) (2)	35	35	35	—
(xi) klousule 10 (1) (j).....	41	—	41	—
(xiii) klousule 10 (1) (k).....	44	44	44	44

(3) **Spesiale heffing deur die werknemer:** (a) Elke werkgever kan op elke betaaldag van die lone elke week verskuldig aan elke geskikte werknemer, die bedrae hieronder gespesifiseer, aftrek:

Kategorie van werknemer	Vanaf 1 November 2004			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	Per week	Per week	Per week	Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a).....	2,10	2,10	2,10	2,10
(ii) klousule 10 (1) (b) en (l) (1).....	2,52	2,52	2,52	2,52
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	2,94	2,94	2,94	2,94
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	3,36	3,36	3,36	3,36
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	3,36	3,36	3,36	3,36
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	3,78	3,78	3,78	3,78
(vii) klousule 10 (1) (g).....	4,20	4,20	4,20	4,20
(viii) klousule 10 (1) (h).....	4,62	4,62	4,62	4,62
(ix) klousule 10 (1) (i) (1) en (i) (3)	5,04	5,04	5,04	5,04
(x) klousule 10 (1) (i) (2)	4,62	4,62	4,62	—
(xi) klousule 10 (1) (j).....	5,64	—	5,46	—
(xii) klousule 10 (1) (k).....	5,88	5,88	5,88	5,88

(b) Elke werkgever moet die gespesifiseerde bedrae aan die Raad oorbetal soos voorgeskryf in subklousule (1) hiervan.

20. VAKBONDAFTREKKINGS

(1) **Vakbondledegeld:** (a) Elke werkgever moet op elke betaaldag van die lone verskuldig elke week aan elke geskikte werknemer wat lid is van die vakbond wat 'n party by hierdie Ooreenkoms is, die bedrae hieronder uiteengesit, aftrek:

Kategorie van werknemer	Gebied "A"	Gebied "B"	Gebied "C"	Gebied "D"
	R per week	R per week	R per week	R per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a).....	4,50	4,50	4,50	4,50
(ii) klousule 10 (1) (b) en (l) (1).....	4,50	4,50	4,50	4,50
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	7,50	7,50	7,50	7,50

Kategorie van werknemer	Gebied "A"	Gebied "B"	Gebied "C"	Gebied "D"
	R per week	R per week	R per week	R per week
(iv) klousule 10 (1) (d), (l) (3), (m) (1) en (n) (2).....	7,50	7,50	7,50	7,50
(v) klousule 10 (1) (e), (l) (4), (m) (2) en (n) (3).....	7,50	7,50	7,50	7,50
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	7,50	7,50	7,50	7,50
(vii) klousule 10 (1) (g).....	9,00	9,00	9,00	9,00
(viii) klousule 10 (1) (h).....	9,00	—	9,00	—
(ix) klousule 10 (1) (i) (1) en (i) (3)	9,00	—	9,00	—
(x) klousule 10 (1) (i) (2)	9,00	9,00	9,00	9,00
(xi) klousule 10 (1) (j).....	9,00	9,00	9,00	9,00
(xii) klousule 10 (1) (k).....	9,00	9,00	9,00	9,00

(b) Elke werkgewer moet die bydraes bedoel in subklousule (1) (a) aan die Raad betaal op die werknemer se gewone betaaldag en moet op daardie dag die Raad se voordele seëls ter waarde van die bydrae gemaak, kanselleer en aan die werknemer uitreik.

(2) **Agentskapwerkplekooreenkoms.** (a) Die vakbond wat 'n party by hierdie Ooreenkoms is en die werkgewer-party by hierdie Ooreenkoms sluit hierby 'n agentskapwerkplekooreenkoms ingevolge artikel 25 van die Wet.

(b) Ingevolge van die agentskapwerkplekooreenkoms gesluit by paragraaf (a) hiervan, moet elke werkgewer op elke betaaldag van die lone verskuldig elke week aan elke geskikte werknemer wat nie 'n lid is van die vakbond wat 'n party by hierdie Ooreenkoms is nie, 'n soortgelyke bedrag as gespesifiseer in subklousule (1) (a) van hierdie klousule, aftrek.

(c) Elke werkgewer moet die bedrag bedoel in subklousule (2) (b) aan die Raad betaal op die werknemer se gewone betaaldag en moet op daardie dag die Raad se voordele seëls ter waarde van die afgetrekte bedrae kanselleer en aan die werknemer uitreik.

(3) Elke maand moet die Raad aan die vakbond oorbetalen alle gelde geën ten opsigte van seëls aangekoop deur werkgewers ingevolge subklousules (1) (b) en (2) (b) hierbo, min 'n administrasiefout van 2,5% op bruto verkope, welke bedrag in die algemene fondse van die Raad gestort word.

(4) Die vakbond wat 'n party is by die agentskapwerkplekooreenkoms wat gesluit is, moet apart rekening hou van gelde ontvang ingevolge subklousule (2) hiervan, soos voorgeskryf in artikel 25 (3) (c) van die Wet, en moet te alle tye voldoen aan die bepalings van artikel 25 (3) (d) van die Wet ten opsigte van sodanige gelde.

(5) Ondanks enigiets tot die teendeel in hierdie klousule is werknemers wat nie lede van die verteenwoordigende vakbond is nie, nie verplig om lede van daardie vakbond te word nie.

21. SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

(1) Elke werkgewer wat lid is van 'n werkgewersorganisasie wat 'n party by hierdie Ooreenkoms is, moet op elke betaaldag ten opsigte van elke geskikte werknemer in sy diens tydens daardie bydraeweek, die bedrag van R4,00 per week aan die Raad betaal.

(2) Elke maand moet die Raad alle gelde wat aan die Raad betaal is ingevolge subklousule (1) hierbo, aan die werkgewersorganisasies oorbetalen min 'n administrasiefout van 2,5% op bruto ontvangste, welke bedrag in die algemene fondse van die Raad gestort moet word.

22. SIEKFONDS VIR DIE WESTELIKE PROVINSIE BOU- EN VERWANTE AMBAGTE

(1) (a) Elke werkgewer moet op elke betaaldag van die lone verskuldig elke week aan elke geskikte werknemer wat lid is van die vakbond wat 'n party by hierdie Ooreenkoms is, die bedrag hieronder uiteengesit, aftrek:

Kategorie van werknemer	Gebied "A"	Gebied "B"	Gebied "C"	Gebied "D"
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 10 (1) (a).....	—	—	—	—
(ii) klousule 10 (1) (b) en (l)(1).....	—	—	—	—
(iii) klousule 10 (1) (c), (l) (2) en (n) (1).....	4,00	4,00	4,00	4,00
(iv) klousule 10 (1)(d), (1) (3), (m)(1) en (n) (2).....	4,00	4,00	4,00	4,00
(v) klousule 10 (1) (e), (l) (4), (m)(2) en (n) (3).....	4,00	4,00	4,00	4,00
(vi) klousule 10 (1) (f), (m) (3) en (n) (4).....	4,00	4,00	4,00	4,00

Kategorie van werknemer	Gebied "A"	Gebied "B"	Gebied "C"	Gebied "D"
	R Per week	R Per week	R Per week	R Per week
(vii) klousule 10 (1) (g).....	4,50	4,50	4,50	4,50
(viii) klousule 10 (1) (h).....	4,50	4,50	4,50	4,50
(ix) klousule 10 (1) (i) and (i) (3).....	4,50	4,50	4,50	4,50
(x) klousule 10(1) (i) (2)	4,50	—	4,50	—
(xi) klousule 10 (1) (j).....	4,50	—	4,50	—
(xii) klousule 10 (1) (k).....	4,50	4,50	4,50	4,50

(b) Elke werkgever moet die bydraes bedoel in subklousule (1) (a) aan die Raad betaal op die werknemer se gewone betaaldag en moet op daardie dag die Raad se voordeleseëls ter waarde van die bydrae gemaak, kanselleer en aan die werknemer uitreik.

(2) Elke maand moet die Raad aan die Siefonds vir die Westelike Provinsie Bou- en Verwante Ambagte oorbetal alle gelde gein ten opsigte van seëls aangekoop deur die werkgevers ingevolge subklousule (1) (b) hierbo, min 'n administrasie fooi van 2,5% op bruto verkope, welke bedrag in die algemene fondse van die Raad gestort word.

23. ALGEMEEN

(1) Vertoning van die ooreenkoms:

- Die partye kom ooreen dat die Engelse weergawe van hierdie Ooreenkoms die betekenins en bedoeling van die partye bepaal.
- Kopieë van die Ooreenkoms in Afrikaans en Engels moet beskikbaar gestel word ter insae deur enige persoon gedurende werkure by die Raad se kantore.
- Enige persoon kan 'n afskrif van hierdie Ooreenkoms bekom deur betaling van R5,00 aan die Raad.
- Elke party by hierdie Ooreenkoms ontvang twee gratis afskrifte van die Ooreenkoms en Konstitusie.

(2) Belasting op toegevoegde waarde:

Alle monetêre waardes genoem in hierdie Ooreenkoms, behalwe die monetêre waardes genoem klousule in 19 wat belasting op toegevoegde waarde insluit, is sonder belasting op toegevoegde waarde.

(3) Skuiling en ablusiefasiliteite:

- Op enige bouverseel waar boubedrywighede plaasvind, moet werkgevers geskikte akkommodasie voorsien—
 - om as skuiling te dien vir werknemers tydens gure weer; en/of
 - om as kleedkamer te dien: Met verstaande dat hierdie subklousule nie van toepassing is op stukwerk nie en op persele waar minder as tien werknemers in diens is of waar omstandighede wat eie is aan die terrein of die aard van die werk wat uitgevoer word, nie ruimte vir 'n kleedkamer laat nie.
- Sodanige akkommodasie moet bestaan uit 'n skuur, kamer of soortgelyke plek wat gesluit kan word, en wat opgerig is met mure en 'n dak van beton, baksteenwerk, hout, yster of 'n samestelling daarvan of ander materiaal goedgekeur deur die Raad, en die geheel moet op so 'n wyse opgerig wees dat dit kan dien as plek waar werknemers hul klere kan verwissel, kan was en in kan skuil.
- Sodanige onderdak moet toesluitkaste vir klere of soortgelyke toesluitgeriewe insluit waar werknemers skoon klere en ander persoonlike bestittings met veiligheid kan berg terwyl hulle werk.
- 'n Werkgever moet behoorlik en toereikende sanitêre geriewe op elke werkplek verskaf wat te alle tye in 'n skoon, higiëniese en behoorlike toestand gehou moet word en wat voldoen aan die wetgewing van die plaaslike owerheid in wie se gebied die werkplek geleë is.

(4) Vakbondtoegang:

Amptenare van vakbondparty by hierdie Ooreenkoms moet in die gewone uitvoering van hul pligte gedurende werksure toegang hê tot bouterreine en werkwinkels, maar moet nie toegelaat word om in te meng met die volgehoute werkverrigting van 'n werknemer nie of om 'n werknemer te nader sonder dat die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger, vooraf verkry is nie, en sodanige toestemming mag nie sonder redelike gronde geweier word nie.

(5) Dienskontrakte:

- 'n Dienskontrak, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms gesluit, mag nie voorsiening maak dat 'n werknemer besoldiging betaal word wat minder is as dié wat deur hierdie Ooreenkoms gespesifiseer word nie, of voorsiening maak dat 'n werknemer op 'n wyse behandel word, of dat aan die werknemer 'n voordeel toegestaan word, wat minder gunstig is as dié wat deur hierdie Ooreenkoms bepaal word nie, of dat daar afstand gedoen word van die toepassing van enige bepaling van hierdie Ooreenkoms nie.

- (b) 'n Bepaling in enige kontrak wat voorgee dat dit enige betaling, behandeling, voordeel of afstanddoening toelaat of verleen wat by subklousule (5)(a) verbied word, is ongeldig.

(6) Agente en aangewese agente:

- (a) Die Raad kan een of meer persone as 'n agent of agente aanstel om—
- (i) behulpsaam te wees om voldoening aan hierdie Ooreenkoms te moniteer en nakoming daarvan af te dwing;
 - (ii) te poog om die ontstaan van geskille tussen werknemers en hul werkgewers te voorkom;
 - (iii) te poog om geskille wat tussen werknemers en hul werkgewers ontstaan het, te besleg.
- (b) 'n Agent kan, onderworpe aan die skriftelike magtiging van die Sekretaris en slegs vir sover hierdie bevoegdhede betrekking het op persone wat binne die jurisdiksie van die Raad se bedrywighede werksaam is—
- (i) 'n perseel op 'n plek waarin die Nywerheid beoefen word, te eniger tyd betree waneer hy 'n grondige rede het om te vermoed dat iemand daarin werksaam is;
 - (ii) enige werkgever of werknemer in die teenwoordigheid van ander of aleen, soos hy goetvind, ondervra oor aangeleenthede wat op hierdie Ooreenkoms betrekking het;
 - (iii) eis dat die boeke, tydstate, registers of dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, getoon moet word en dit inspekteer, ondersoek of 'n afskrif daarvan maak.
- (c) Wanneer die agent die bevoegde uitoefen wat by subklousule (6) (b) aan hom verleen word, kan hy 'n tolk met hom saamneem.
- (d) Elke werkgever of werkgeversorganisasie of vakbond wat 'n party by die Raad is en alle persone wat lede van sodanige werkgeversorganisasie of vakbond is, moet aan die agent alle fasiliteite beskikbaar stel ten einde die bevoegdhede uit te oefen wat by subklousule (6) (b) en (c) aan hom verleen word.
- (e) Die Raad kan ook die Minister van Arbeid versoek om 'n agent as aangewese agent aan te stel.
- (f) Die bepalings van subklousule (6) (a) tot (d) hierbo is ook van toepassing op 'n aangewese agent en sodanige agent het al die magte en bevoegdhede aan hom verleen ingevolge Artikels 33, 33A en Skedule 10 van die Wet soos uiteengesit in Bylae 10 van die Wet op Arbeidsverhoudinge beskik en sy funksies en bevoegdhede moet uitvoer ten opsigte van alle werkgewers en werknemers vir wie hierdie Ooreenkoms bindend is.

24. VRYSTELLINGS

(1) 'n Onafhanklike liggaam wat as 'n "Vrystellingsraad" bekend staan, word hierby deur die Raad ingestel ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, No. 66 van 1995, om enige appèl aan te hoor en daaroor te besluit wat aangeteken word teen—

- (a) die Raad se verwerking van 'n nie-party se aansoek vir vrystelling van die bepalings van hierdie Ooreenkoms;
- (b) die intrekking van so 'n vrystelling deur die Raad.

(2) Enige party by hierdie Ooreenkoms of enige lid van 'n party by hierdie Ooreenkoms mag by die Raad aansoek doen om vrystelling van enige van die bepalings van die Ooreenkoms.

(3) 'n Aansoek om vrystelling ontvang van 'n party of 'n lid van 'n party by die Ooreenkoms, moet deur die Raad oorweeg word op die eensvolgende vergadering van die Raad: Met dien verstande dat aansoeke ontvang in minder as vyf (5) gewone werkdag onmiddellik voor 'n vergadering van die Raad, eers met die daaropvolgende vergadering ter tafel gelê sal word.

(4) Aansoeke om vrystelling verwys na die Raad ingevolge klousule 26(2) of (3) moet deur die Raad oorweeg word aan die hand van die vrystellingskriteria uiteengesit in klousule 26 (13), en die applikant moet skriftelik verwittig word van die Raad se beslissing binne vyf (5) gewone werkdag na die vergadering waartydens die aansoeke oorweeg is.

(5) Die Raad moet, onderhewig aan die vrystellingskriteria, vrystellings slegs om afdoende redes toestaan, en mag na goeie dinge die vrystelling onderhewig stel aan voorwaardes en 'n tydskedule: Met dien verstande egter dat alle vrystellings op 31 Oktober van elke jaar verval en slegs op aansoek deur die applikant vir die verlenging van die vrystelling, deur die Raad vir 'n verdere tydperk verleng kan word.

(6) Enige nie-party tot wie hierdie Ooreenkoms ingevolge artikel 32 van die Wet uitgebrei is, kan by die Raad aansoek doen om vrystelling van enige van die bepalings van hierdie Ooreenkoms.

(7) Subklousules (3) tot en met (5) is *mutatis mutandis* van toepassing op enige aansoek vir vrystelling wat van 'n nie-party ontvang word.

(8) Binne 14 opeenvolgende dae nadat hy van die Raad se besluit oor die aansoek vir vrystelling in kennis gestel is, kan 'n nie-party wat gegrief voel deur die Raad se besluit, 'n skriftelike appèl teen die Raad se besluit aan die Sekretaris van die Raad voorlê, welke appèl volledig gemotiveer moet wees.

(9) Die Sekretaris van die Raad moet die appèl, tesame met die Raad se besluit oor die aansoek vir vrystelling, aan die Vrystellingsraad voorlê, wat die aangeleentheid so gou moontlik moet aanhoor en daaroor moet besluit met inagneming van die vrystellingskriteria in subklousule (13) uiteengesit, en indien daartoe versoek deur die applikante of beswaarmakers, onderhoude kan voer met die applikante of beswaarmakers op sy volgende vergadering: Met dien verstande dat die Vrystellingsraad 'n besluit tot 'n volgende vergadering kan uitstel as bykomende motivering, inligting of mondelinge vertoë nodig geag word om oor die aansoek vir vrystelling te besluit.

(10) Sodra die Vrystellingsraad besluit het om die appèl te handhaaf en vrystelling te verleen, moet hy 'n sertifikaat uitreik en die applikant(e) binne tien (10) gewone werkdade na die datum van die besluit in kennis stel, met duidelike vermelding van—

- (a) die bepalings van die vrystelling; en
- (b) die vereistes vir terugvoer deur die applikant en die prosesse van monitering en herevaluering.

(11) Wanneer die Vrystellingsraad 'n aansoek om vrystelling in sy geheel of gedeeltelik afgekeur het, moet hy die applikant binne tien (10) gewone werkdade na die datum waarop die besluit geneem is, so verwittig en ook die rede of redes vir die weiering van die vrystelling verstrek.

(12) Alle aansoeke om vrystelling bedoel in hierdie klousule 24, moet aan die Sekretaris van die Raad gerig word, en moet—

- (a) skriftelik wees op 'n aansoekvorm voorsien deur die Raad;
- (b) die tydperk aandui waarvoor vrystelling benodig word;
- (c) duidelik die klousules of subklousules van hierdie Ooreenkoms aandui ten opsigte waarvan vrystelling benodig word;
- (d) behoorlik gemotiveer wees en bewyse insluit dat die vrystelling waarvoor aansoek gedoen word, wel bespreek is tussen die werkgewer, sy werknemers en hul onderskeie verteenwoordigers. Die reaksies voortspruitend uit sodanige oorlegplegings, hetsy ten gunste van of teen die aansoek, moet by die aansoek ingesluit word;
- (e) moontlike alternatiewe bepalings aandui;
- (f) die spesifieke werkplekke en werknemers ten opsigte waarvan aansoek om vrystelling gedoen word, aandui;
- (g) besonderhede van die totale werkmag van die betrokke werkgewer insluit.

(13) **Vrystellingskriteria:** Die Vrystellingsraad en die Raad moet alle aansoeke om vrystelling bedoel in hierdie klousule 24 oorweeg met verwysing na die volgende kriteria:

- (a) die mate van raadpleging met en die verhoë vir of teen die vrystelling soos verskaf deur werkgewers of werknemers wat deur die vrystelling geraak sal word, indien toegestaan;
- (b) die inbreuk maak op basiese voorwaardes van indiensnemingsregte;
- (c) dat 'n mededingende voordeel nie geskep word deur die vrystelling nie;
- (d) dat vrystelling van enige werknemervoordele of opleidingsbepaling gesien moet word in verhouding tot die alternatiewe vergelykbare *bona fide*-voordeel of bepaling, met inbegrip van die koste vir die werknemer, oordraagbaarheid, administrasiebestuur en -koste, groei en stabiliteit;
- (e) die mate waarin die voorgestelde vrystelling die gesamentlike bedinging en arbeidsvrede in die Bounywerheid ondermyn;
- (f) die vrystellingsbeleid van die Raad ten opsigte van Staatsgesubsidieerde, laekoste, arbeidsintensiewe en gemeenskapdeelnemende bouprojekte, soos deur die Raad aanvaar op 4 Februarie 1997;
- (g) die Terrein Spesifieke Ooreenkoms van Begrip tussen die Raad en "Saldanha Steel Project" onderteken op 28 Januarie 1997;
- (h) die realiteit dat die meerderheid werkgewers wat te eniger tyd in die Bounywerheid in die Raad se regsgebied werksaam is sowel as die meerderheid van die lede van die werkgewerpartye by die Raad, die kategorie mikro- en medium ondernemings verteenwoordig en tussen een en twintig werknemers in diens het;
- (i) enige bestaande spesiale ekonomiese of ander omstandighede wat die verlening van die vrystelling regverdig;
- (j) die inagneming van die aanbevelings vervat in die Verslag van die Presidensiële Kommissie van Ondersoek na die Arbeidsmarkbeleid.

25. GESKILBESLEGTINGSPROSEDURE

(1) Enige beweerde oortredings van die bepalings van hierdie Ooreenkoms moet besleg word *mutatis mutandis* op die wyse gespesifiseer in klousule 25.4 van die Konstitusie van die Raad.

(2) Enige persoon mag 'n geskil betreffende die interpretasie of toepassing, insluitende die afdwinging, van hierdie Ooreenkoms of enige ander geskille na die Sekretaris van die Raad verwys vir beslegting daarvan ingevolge hierdie klousule en die Raad se Konstitusie.

(3) Die Sekretaris mag 'n aangewese agent versoek om die geskil te ondersoek.

(4) Die aangewese agent moet die feite betreffende die geskil ondersoek en indien die agent rede het om te glo dat hierdie Ooreenkoms of die Wet oortree is, mag die agent poog om voldoening aan die Ooreenkoms of Wet te bewerkstellig by wyse van versoening.

(5) Die aangewese agent moet binne vyf (5) werkdade 'n skriftelike verslag aan die Sekretaris voorlê betreffende die ondersoek, die stappe gedoen om voldoening te bewerkstellig asook die uitkoms van die stappe. Die Sekretaris mag die voormelde tydperk verleng wanneer nodig.

(6) Indien die aangewese agent tydens die uitvoering van sy pligte 'n moontlike oortreding van die Ooreenkoms of Wet ontdek—

- (a) kan die agent die beweerde oortreding ondersoek;
- (b) kan die agent poog om voldoening aan die Ooreenkoms en Wet te bewerkstellig; en
- (c) moet die agent 'n verslag aan die Sekretaris voorlê betreffende die ondersoek, die stappe gedoen om voldoening te bewerkstellig en die uitkoms van daardie stappe.

(7) By ontvangs van die verslag kan die Sekretaris—

- (a) versoek dat die aangewese agent verdere ondersoeke doen; of
- (b) indien verdere versoening aangedui word, 'n bemiddelaar aanstel uit die Raad se paneel van bemiddelaars; of
- (c) 'n voldoeningsbevel uitreik; of
- (d) die saak na arbitrasie verwys ingevolge die bepalings van hierdie Ooreenkoms en die Raad se Konstitusie.

(8) Indien 'n bemiddelaar aangestel is, moet die Sekretaris besluit oor die datum, tyd en plek waar die versoeningsvergadering sal plaasvind en moet hy kennisgewings rakende hierdie besonderhede aan die partye by die geskil beteken.

(9) Indien die geskil na arbitrasie verwys word, moet die Sekretaris 'n arbiter uit die Raad se paneel van arbiters aanwys.

(10) Die Sekretaris moet, in samewerking met die arbiter, die datum, tyd en plek bepaal waar die arbitrasieverhoor sal plaasvind.

(11) Die Sekretaris moet kennisgewings rakende die datum, tyd en plek van die arbitrasieverhoor, beteken aan die partye by die geskil asook aan enige ander persoon wat 'n wetlike belang het by die uitkoms van die arbitrasie.

(12) Die arbiter moet—

- (a) poog om die geskil te versoen; en
- (b) indien die geskil steeds onopgelos bly, die geskil deur middel van arbitrasie besleg.

(13) Die arbiter moet die arbitrasie uitvoer op die wyse wat hy as gepas beskou ten einde die geskil billik en vinnig te besleg, maar moet met die minimum wetlike formaliteite die wesenlike meriete van die geskil hanteer.

(14) Onderhewig aan die arbiter se diskresie rakende die gepaste formaat van die verrigtinge, mag 'n party by die geskil, insluitende die Raad, getuies aflê, getuies roep, getuies van die ander party ondervra en slotbetoë of die arbiter rig.

(15) Die arbiter mag die verrigtinge opskort en poog om die geskil by wyse van versoening te besleg indien die Raad en die partye by die geskil daartoe instem.

(16) Tydens die arbitrasieverrigtinge mag 'n party by die geskil persoonlik verskyn of verteenwoordig word deur 'n regspraktisyn, 'n medewerknemer of 'n lid, ampsbekleder of beampte van daardie party se vakbond of werkgewersorganisasie en, indien die party 'n regspersoon is, deur 'n direkteur of werknemer.

(17) Indien die party wat die geskil na die Raad verwys het, versuim om persoonlik te verskyn of om verteenwoordig te word by die arbitrasieverrigtinge, mag die arbiter die saak skrap.

(18) Indien 'n ander party as die party wat die geskil na die Raad verwys het, versuim om persoonlik te verskyn of verteenwoordig te word tydens die arbitrasieverrigtinge, mag die arbiter—

- (a) die arbitrasieverrigtinge in die afwesigheid van daardie party voortsit; of
- (b) die arbitrasieverrigtinge tot 'n later datum verdaag.

(19) Binne 14 dae na voltooiing van die arbitrasieverrigtinge—

- (a) moet die arbiter 'n arbitrasietoekenning uitreik met verskaffing van redes, geteken deur die arbiter; en
- (b) moet die Raad 'n kopie van die toekenning aan elke van die partye by die geskil beteken; en
- (c) die oorspronklike van die toekenning by die Griffier van die Arbeidshof indien.

(20) By bewys van afdoende redes mag die Sekretaris die tydperk verleng waartydens die arbitrasietoekenning en redes beteken en ingedien moet word.

(21) Die arbiter mag enige gepaste toekenning maak wat uitvoering verleen aan die Ooreenkoms, en wat bindend en finaal is.

(22) Die arbiter mag nie 'n kostebevel by die arbitrasietoekenning insluit nie, tensy 'n party, of die persoon wat die party tydens enige stadium van die geskilbeslegtingsverrigtinge verteenwoordig het, beuselagtig en kwelsugtig opgetree het.

(23) Ondanks die bepalings van klousule 27 (21) mag 'n arbiter op eie inisiatief of op versoek van 'n party wat geraak word deur 'n toekenning, 'n toekenning wysig of herroep indien die toekenning—

- (a) verkeerdlik aangevra is of gemaak is in die afwesigheid van die party wat deur die toekenning geraak word;
- (b) onduidelik is of 'n duidelike fout of weglating bevat, maar slegs tot die omvang van die onduidelikheid, fout of weglating; of
- (c) toegestaan is as gevolg van 'n fout wat die partye by die verrigtinge geneem het.

(24) Die Sekretaris mag aansoek doen dat die arbitrasietoekenning in 'n bevel van die Arbeidshof omskep word ingevolge artikel 158 (1) van die Wet.

(25) Die bepalings van hierdie Geskilprosedure is aanvullend by enige ander regsmiddel waarby die Raad die Ooreenkoms mag afdwing.

(26) Die Sekretaris van die Raad mag almal of enige van die pligte en/of funksies aan hom verleen by hierdie klousule aan enige ander werknemer van die Raad delegeer.

24: GESKILBESLEGTINGSBOETES

(1) Indien daar bevind word dat 'n werkgewer nie aan die bepalings van die Ooreenkoms voldoen nie, kan die Raad die boetes opleë soos hieronder in paragrawe 1 (a) en/of (b) vervat:

(a) MAKSIMUM TOELAATBARE BOETES WAAR DAAR NIE ONDERBETALING IS NIE:

Geen vorige versuim	R100 per werknemer t.o.v. wie die versuim is.
'n Vorige versuim t.o.v. dieselfde klousule.....	R200 per werknemer t.o.v. wie die versuim is.
'n Vorige versuim binne die vorige 12 maande, of twee vorige oortredings t.o.v. dieselfde klousule binne 3 jaar	R300 per werknemer t.o.v. wie die versuim is.
Drie vorige oortredings van versuim t.o.v. dieselfde klousule binne 3 jaar	R400 per werknemer t.o.v. wie die versuim is.
Vier vorige oortredings van versuim t.o.v. dieselfde klousule binne 3 jaar	R500 per werknemer t.o.v. wie die versuim is.

(b) MAKSIMUM TOELAATBARE BOETES WAAR DAAR ONDERBETALING IS

Geen vorige versuim	25% van die bedrag verskuldig, insluitend rente verskuldig op die bedrag op die dag waarop die bevel gemaak word.
'n Vorige oortreding t.o.v. dieselfde klousule binne 3 jaar	50% van die bedrag verskuldig, insluitend rente verskuldig op die bedrag op die dag waarop die bevel gemaak word.
'n Vorige versuim om t.o.v. dieselfde klousule binne 3 jaar, of twee vorige oortredings t.o.v. dieselfde klousules binne 3 jaar	75% van die bedrag verskuldig, insluitend rente verskuldig op die bedrag op die dag waarop die bevel gemaak word.
Drie vorige oortredings van versuim t.o.v. dieselfde klousule binne 3 jaar	100% van die bedrag verskuldig, insluitend rente verskuldig op die bedrag op die dag waarop die bevel gemaak word.
Vier of meer oortredings van versuim t.o.v. dieselfde klousule binne 3 jaar	200% van die bedrag verskuldig insluitend rente.

(c) Indien die bedrae deur die werkgewer aan sy werknemers of die Raad verskuldig, minder as tweeduisend rand (R2 000,00) is, kan die Raad versoek dat hierdie bedrag onmiddellik deur die werkgewer betaal word.

25. ARBITRASIES

(1) Indien 'n werkgewer daaraan skuldig bevind word dat hy versuim het om die bepalings van die Ooreenkoms na te kom, kan die Raad die arbiter versoek om sodanige werkgewer 'n boete op te lê soos voorgeskryf in klousule 28.

(2) Ondanks subklousule (1) kan die Raad die arbiter om 'n kostebevel vra.

26. KENNISGEWINGBORD

(1) Elke werkgewer of eienaar-bouer moet, wanneer bouwerk verrig word, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennisgewingbord wat deur die Raad goedgekeur is, opvallend vertoon in 'n plek waartoe die publiek toegang het. Op hierdie bord moet, in letters wat minstens 75 mm hoog is, die naam en adres van sodanige werkgewer of eienaar-bouer duidelik voorkom.

(2) By versuim om 'n aanvaarbare kennisgewingbord te vertoon, moet 'n werkgewer of eienaar-bouer sewe dae gegun word om sodanige kennisgewingbord aan te bring. Indien daar 'n verdere versuim is, kan 'n werkgewer of eienaar-bouer 'n boete van minstens een honderd rand (R100,00) opgelê word.

Geteken namens die partye op die 5de dag van Augustus 2004.

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