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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1336

6 November 1998

LABOUR RELATIONS ACT, 1995

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Building Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 16 November 1998 and for the period ending 15 November 2003.

M. M. S. MDLADLANA

Minister of Labour

COLLECTIVE AGREEMENT

BUILDING INDUSTRY BARGAINING COUNCIL (KROONSTAD)

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

Construction Industries Association (Free State)

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

Amalgamated Union of Building Trade Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union") of the other part,

being the parties to the Building Industry Bargaining Council (Kroonstad).

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1. SCOPE OF APPLICATION

1. The terms and conditions of this Agreement shall be observed—
 - 1.1 in the magisterial district of Kroonstad;
 - 1.2 by all employers and employees who are members of the employers' organisation or the trade union who are parties to this Council and who are directly or indirectly involved in the Building Industry.
2. Notwithstanding the provisions of subclause 1, the terms of this Agreement shall apply to—
 - 2.1 apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, as amended, or any contract entered into or any conditions fixed thereunder;
 - 2.2 trainees under the Manpower Training Act, 1981, as amended, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder;
 - 2.3 working partners, directors and owners of a building related business.
3. Notwithstanding the provisions of subclause 1, the terms of this Agreement shall not apply to—
 - 3.1 clerical and administrative employees;
 - 3.2 university students and graduates in building science and to construction supervisors, construction surveyors, architects and other persons doing practical work in the completion of their academic training;
 - 3.3 casual employees as defined in clause 3 hereof;
 - 3.4 non-parties in respect of clauses 7.5.3, 8.7, 8.8, 10, 16.2 and 17.2.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour and shall remain in force for a period of five (5) years.

3. DEFINITIONS

1. Any expression used in this Agreement indicating gender, shall include the opposite gender.
2. Any expressions used in this Agreement which are defined in the Labour Relations Act, No. 66 of 1995, shall have the same meaning as in that Act, and any reference in this Agreement to an Act, shall include any amendments to such Act.
3. In this agreement, unless the context indicates the contrary—
 - 3.1 "Act" means the Labour Relations Act, No. 66 of 1995, as amended;
 - 3.2 "Agreement" means this collective agreement;
 - 3.3 "artisan" means a skilled worker who did not complete a trade test as determined by the Building Industries Training Board;
 - 3.4 "apprentice" means a person registered under a contract of apprenticeship in terms of the Manpower Training Act, 1981, as amended;
 - 3.5 "area" means any part of all the magisterial districts as referred to in clause 1 of this Agreement;
 - 3.6 "Bargaining Council" means the Building Industry Bargaining Council (Kroonstad) as registered in terms of the Labour Relations Act, No. 66 of 1995;
 - 3.7 "basis of contract" means that the contract of employment of an employee shall be on a weekly basis, and such employee shall be paid in respect of the hours worked during that week at the rate as prescribed herein;

- 3.8 **"Building Industry"** means, without limiting the ordinary meaning of the expression, the industry in which employers' and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or prepare sites for buildings or structures, and/or the making/manufacturing/selling of 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/manufactured on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in a building related trade or subdivision thereof, irrespective whether such work is performed by a contractor, sub-contractor, developer, labour contractor or owner builder, but excludes clerical and administrative staff and the installation, maintenance and repair of elevators in buildings;
- 3.9 **"designated agent"** means any person appointed by the Council in terms of the provisions of section 33 of the Labour Relations Act, No. 66 of 1995;
- 3.10 **"Council"** means The Building Industry Bargaining Council (Kroonstad) as registered in terms of section 29 of the Labour Relations Act, No. 66 of 1995;
- 2.11 **"craftsman"** means a skilled worker who completed a trade test determined by the Building Industries Training Board, or who were registered as such under a previous Council Agreement;
- 3.12 **"code of good practice"** means a code of good practice issued by the Minister of Labour in terms of Schedule 8 of the Labour Relations Act, No. 66 of 1995;
- 3.13 **"constitution"** means the constitution of this Bargaining Council;
- 3.14 **"CCMA"** means the Commission for Conciliation, Mediation and Arbitration established in terms of section 112 of the Labour Relations Act, No. 66 of 1995;
- 3.15 **"casual employee"** means an employee who is employed by the same employer for no longer than four consecutive weeks;
- 3.16 **"continuous process of work"** means a specific piece of work that once it gets started, must be completed;
- 3.17 **"continuous employment"** means an employee's period of uninterrupted employment with the same employer or with an employer to whom the contract of employment is transferred. Such continuous employment is not interrupted during the time that an employee is absent from work in terms of an entitlement of leave, due to suspension pending a disciplinary hearing, a lay-off, participation in protected industrial action or a public holiday;
- 3.18 **"day"** means a period of 24 hours measured from the time when an employee commences work;
- 3.19 **"Department"** means the Department of Labour;
- 3.20 **"dispute"** includes an alleged dispute;
- 3.21 **"dangerous work"** means any work classified as dangerous in the Occupational Health and Safety Act, No. 85 of 1993 and/or any municipal building regulation pertaining to the industry;
- 3.22 **"desertion"** means an employee's absence without consent for a period of longer than two (2) working days, without giving notice to his/her employer and/or without the intention to return to work;
- 3.23 **"emergency work"** without limiting the ordinary meaning of the term, shall include any work that cannot be performed within the ordinary hours of work prescribed in clause 7.1 and that is necessary to ensure the health or safety of the public or the carrying on of any other industry, business or undertaking, or any work which, owing to causes such as fire, storm, flood, accident or act of violence, or which could cause the employer to suffer financial losses, must be performed without delay;
- 3.24 **"employee"** means any person, excluding an independent contractor, who works for another person and who receives, or is entitled to receive, remuneration, as well as any other person who in any manner assists in carrying on or conducting the business of an employer;
- 3.25 **"employer"** means any person whomsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him, or who permits any person in any manner to assist him in the carrying on or the conducting of his business;
- 3.26 **"employers' organisation"** means the registered employer organisation as referred to in the preamble of this Agreement;
- 3.27 **"employment Law"** means—
- The Labour Relations Act, No. 66 of 1995;
 - Basic Conditions of Employment Act, No. 75 of 1997;
 - Unemployment Insurance Act, No. 30 of 1966;
 - Manpower Training Act, No. 56 of 1981;
 - Guidance and Placement Act, No. 62 of 1981;
 - Occupational Health and Safety Act, No. 85 of 1993;

- Compensation for Occupational Injuries and Diseases Act, No. 130/1993; and
 - an other Act, the administration of which has been assigned to the Minister;
- 3.28 **"essential services"** means a service the interruption of which endangers the life, personal safety or health of the whole or any part of the population;
- 3.29 **"fixed term contracts"** means a contract terminating on a specified date which shall be stipulated in the contract itself;
- 3.30 **"general worker"** means an unskilled employee engaged in any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in this Agreement;
- 3.31 **"industrial action"** means action contemplated in terms of the definition of "strike" and "lock out" respectively, in the Labour Relations Act, No. 66 of 1995;
- 3.32 **"industry"** means the building industry;
- 3.33 **"labour-only contract"** means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his/her own labour and/or that of his/her employees, and where such person is not in the ordinary course of his/her business responsible for the delivery of or payment for materials in the execution of the work;
- 3.34 **"labour-only contractor"** means a person undertaking labour-only contracting and shall be deemed to be an employer/independent contractor;
- 3.35 **"Minister"** means the Minister of Labour;
- 3.36 **"NEDLAC"** means the National Economic Development and Labour Council established by section 2 of the National Economic, Development and Labour Council Act, 1994 (Act No. 35/1994);
- 3.37 **"ordinary hours of work"** means the hours of work permitted in terms of clause 7.1 of this Agreement;
- 3.38 **"overtime"** means the time that an employee works during a day, or a week, in excess of ordinary hours of work;
- 3.39 **"piecework"** means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done, provided that such earnings shall not be less than the remuneration earned for ordinary hours worked;
- 3.40 **"plant operator"** means a worker who is permitted to perform any one or more of the following activities; driving vehicles, mechanical dumpers and tractors, operating cranes, earthmoving or similar equipment, powerdriven machines or tools, assembling steel shuttering and/or supervising the erection of scaffolding;
- 3.41 **"remuneration"** means any payment made or owing to a person in return for that person working for any other person who in any manner assists in carrying on or conducting the business of an employer;
- 3.42 **"regular day worker"** means a casual employee who does not work more than three days in any week for the same employer for a consecutive period of four weeks or more;
- 3.43 **"Registrar"** means the Registrar of Labour Relations appointed in terms of section 108 of the Act;
- 3.44 **"sector"** means the building industry or a related service or a part of such industry or service;
- 3.45 **"specified skills worker"** means a semi-skilled employee in any trade as defined in this Agreement, who cannot submit proof of his/her artisan status and who has not passed the trade test determined by the Building Industries Training Board; or any other employee who was categorized between the lowest and highest paid employees under a previous Council Agreement;
- 3.46 **"structure"** includes wall, monuments, swimming pools, paving, temporary and permanent buildings;
- 3.47 **"suitable sleeping accommodation"** means a safe, secure, clean and weather-proof shelter with a floor and ablution facilities, fit for human use;
- 3.48 **"trade"** means any of the following designated, non-designated trades or occupations, as may be defined by the Building Industries Training Board from time to time:
- Asphalter
 - Aluminium worker
 - Bricklayer
 - Concrete worker
 - Carpenter
 - Driver
 - Electrician
 - Floor layer
 - Glaser
 - Joiner
 - Lead-glass worker

- Metal/steel worker
- Plasterer
- Painter
- Plumber
- Roofer
- Stone masoner
- Shop fitter
- Tiler
- Thatcher
- Water proofer
- Wood machinist
- Watchman

- 3.49 **"Trade Union"** means the registered trade union or employee organisation as referred to in the preamble of this Agreement;
- 3.50 **"Trade Union representative"** means a trade union representative who is entitled to exercise the rights contemplated in section 14 of the Labour Relations Act, No. 66 of 1995;
- 3.51 **"wage"** means the amount of money paid or payable to an employee in terms of clause 8 of this Agreement in respect of ordinary hours of work or the hours an employee ordinarily works;
- 3.52 **"week"** in relation to an employee, means the period of seven days within which the working week (Monday to Friday) of that employee ordinarily falls;
- 3.53 **"workplace"** means any place where employees work;
- 3.54 **"workplace forum"** means a workplace forum established in terms of Chapter V of the Labour Relations Act, No. 66 of 1995

4. LEVELS OF BARGAINING

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

5. REGISTRATION OF EMPLOYERS

1. Every employer in the Building Industry to whom this Agreement is applicable, and who has not as yet registered with the Council, shall, within 30 (thirty) days from the date on which this Agreement becomes effective, register with the Council and furnish the Council with all such information as may be required by the Council on the specified form.
2. Every employer shall notify the Council in writing of any change in particulars furnished on registration or of ceasing operations in the Industry, within 14 days of such change or of ceasing operations.
3. A certificate of registration signed by either the Chairman or Secretary of the Council, shall be issued to each employer after complying with the requirements of the Council. Such certificate shall be the only proof of registration.
4. An employer shall comply with all the terms and provisions of this Agreement and if this Agreement is silent on a certain issue, also with the terms and provisions of any employment law.
5. An employer shall keep employee records as prescribed in the Basic Conditions of Employment Act.
6. An employer who does not pay to the Council the weekly levies and contributions payable by him/her and his/her employee on or before thirty (30) days from due date, shall pay penalties as specified by the Council from time to time, as well as interest at the prime rate charged by the Council's bank, plus 2% calculated from due date to date of actual payment.
7. An employer who willfully makes a false declaration to the Council, shall, in terms of common law, be guilty of an offence.

6. REGISTRATION OF EMPLOYEES

1. All persons employed in the Building Industry shall, within 30 (thirty) days from being allowed to perform work in the Industry, be registered with the Council. Employers and employees shall be jointly and severally responsible for ensuring that an employee who enters the Building Industry, is duly registered with the Council.
2. Every employee shall notify the Council of any change in particulars furnished on registration or of ceasing to work in the Building Industry, within 14 days of such change.
3. The Council shall issue a registration card to each employee, which must be shown to an agent of the Council or any employer requesting proof of registration. Such registration card remains the property of the Council and the employee shall be required to retain such card at all times whilst engaged in work in the Building Industry.
4. The Council shall bear the initial costs of an employee's registration card, but the employee shall be liable for the costs of the replacement of any lost registration card.

5. An employee shall comply with all the terms and provisions of this Agreement and if this Agreement is silent on a certain issue, also with the terms and provisions of other employment acts.
6. Employees who enter the Building Industry for the first time, shall enjoy the benefits in terms of this Agreement as from their fifth (5th) week of service at an employer.

7. TERMS OF EMPLOYMENT

1. ORDINARY HOURS OF WORK

No employer shall require or permit an employee to work—

- 1.1 for more than five (5) days in any one week, Monday to Friday;
- 1.2 on a Saturday, Sunday or a statutory holiday as well as during the builders' holiday specified in this Agreement;
- 1.3 more than nine hours per day from Monday to Thursday and eight hours on Fridays (44 hours per week).

2. INTERVALS

- 2.1 No employer shall require or permit an employee to work more than five (5) continuous hours without a rest/meal interval. Such interval or intervals shall total a minimum of 45 and a maximum of 60 minutes and shall not form part of ordinary working hours. The interval(s) shall be at such times as agreed between employer and employee.
- 2.2 An employer must allow an employee a daily rest period of at least 12 consecutive hours between ending and recommencing of work and a weekly rest period of at least 36 consecutive hours, which must include Sundays.

3. OVERTIME

- 3.1 All time worked in excess of one (1) hour more than the ordinary hours of work per day or in one week, shall be regarded as overtime.
- 3.2 An employer who requires or permits an employee to work overtime, shall give such employee at least 16 (sixteen) hours notice of such fact: Provided that no prior notice of overtime shall be required when an employee is engaged on essential services or when an employee is required to work overtime due to emergency work. In the latter instance, the employer shall provide food and transport to the employee who could not make arrangements in advance, should the period of overtime worked exceed two (2) hours.
- 3.3 An employee may not unreasonably reject an employer's request to work overtime, provided such overtime does not exceed three (3) hours per day or 10 (ten) hours per week, Monday to Friday, and eight (8) hours on Saturday, Sunday and statutory holidays.
- 3.4 An employee who is engaged in a continuous process of work, shall be obliged to work until that process is completed and shall be paid at overtime rates, if applicable.
- 3.5 An employee is entitled to payment for overtime in terms of clause 8.2.1 hereof.

4. SUNDAY WORK

- 4.1 An employer who requires or permits an employee to work on Sundays, shall give such employee at least sixteen (16) hours notice of such fact: Provided that no prior notice shall be required when an employee is engaged on essential services or when an employee is required to do emergency work. In the latter instance, the employer shall provide food and transport to the employee who could not make arrangements in advance.
- 4.2 Employees shall be remunerated for time worked on Sundays in terms of sub-clause 8.2.1 hereof and shall receive such payment on the first payday following such Sunday.

5. STATUTORY PUBLIC HOLIDAYS

- 5.1 The public holidays proclaimed in terms of the Public Holidays Act, 36/1994, shall be recognised as paid Public Holidays. Employees who are required to work on such days shall be entitled to overtime payment in terms of subclause 8.2.1 hereof, except if such public holiday falls within the annual builders' holiday, which payment shall form part of such employee's holiday fund benefit.
- 5.2 Employers shall be obliged to pay each employee's wage in respect of each statutory holiday on the first pay day following such statutory holiday.
- 5.3 An employee who is absent from work without his/her employer's permission, or due to illness without being able to produce a medical certificate or for any other reason, other than for humanitarian reasons on the working day prior and/or after a paid statutory holiday, shall not be entitled to payment for such holiday.

6. SHIFTWORK

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

7. ANNUAL LEAVE

- 7.1 Every employee shall be entitled to three (3) weeks continuous leave during the annual builders' holidays, which shall commence on the Friday prior to 16 December each year, or any such alternative date as the Council may decide upon by not later than 30 June each year.
- 7.2 Notwithstanding the terms of sub-clause 7.1, an employee may agree with his/her employer to work during the annual builders' holidays and shall be entitled to the basic wages as prescribed in this Agreement, for any time worked during that period: Provided that such employee shall be entitled to three (3) weeks', or the remainder thereof, paid leave at another time during the year, as may be agreed upon between the employer and employee and provided the Council is notified of such mutual agreement in writing, without the loss of medium and long term benefits.
- 7.3 Employees shall receive leave pay on the last working day prior to the commencement of his/her annual leave on a *pro rata* basis earned during the leave cycle.
- 7.4 Leave pay shall be paid in accordance with the terms and conditions of the Holiday Fund referred to in clause 11 of this Agreement.

8. SICK LEAVE

An employee shall be entitled to one day sick leave for every completed five week period and shall be entitled to payment for such sick leave in accordance with the terms and conditions of the Medical Benefit Fund referred to in clause 13 of this Agreement.

9. FAMILY RESPONSIBILITY LEAVE

- 9.1 A female employee is entitled to a minimum of three (3) and a maximum of four (4) months' unpaid maternity leave. Such leave must be taken consecutively and must begin at least four (4) weeks before the expected date of birth. Such employee may not be required to return to work within eight (8) weeks after the birth, unless a medical practitioner or midwife certifies that she and the baby is fit to do so.
- 9.2 An employer shall assist an employee with the filling out of the necessary forms to claim maternity benefits under the Unemployment Insurance Act.
- 9.3 A female employee who bears a still-born child or who adopts a baby of younger than three months are entitled to the same benefits as set out in subclause 9.1 above.
- 9.4 An employee with at least 6 months' service with an employer, is entitled to a maximum of six (6) days unpaid family responsibility leave per annum, without the loss of benefits, upon submission of reasonable proof to his/her employer. Such leave may be taken in the event of the birth of the employee's child, or if the employee's child is sick, or if an immediate family member dies.

10. UNEMPLOYMENT INSURANCE ACT, No. 30 OF 1966

Every employee shall hand over to his/her employer his/her Unemployment Insurance Card and every employer shall ensure that each employee possesses such a Card. Every employer shall contribute to and deduct from every employee such contributions as may be prescribed by the Unemployment Insurance Act, No. 30 of 1966, as amended, from time to time and pay such contributions over to the relevant authority on a monthly basis.

11. INCLEMENT WEATHER

- 11.1 An employee shall, irrespective of inclement weather, report for duty, whereafter the employer shall decide whether to work or not. Employees shall be remunerated for time worked.
- 11.2 An employer shall provide suitable accommodation on every building site in which employees may take shelter during inclement weather.

12. COUNSELLING, DISCIPLINARY AND GRIEVANCE PROCEDURES

All employers shall have a Disciplinary and Grievance Procedure in place in conformity with the Act, alternatively must follow the guidelines as specified in the Council's Counselling, Disciplinary and Grievance Procedures, copies which can be obtained from the Council's offices. Employers shall ensure that all new employees be made aware of their Disciplinary and Grievance Procedures during their initiation period.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

- 13.1 A contract of employment may only be terminated on notice of not less than—

- 13.1.1 two (2) hours in the case of an employee who has been continuously employed for 65 working days;
- 13.1.2 two (2) working days in the case of an employee who has been continuously employed for more than 65 working days but less than twenty-four (24) months;
- 13.1.3 five (5) working days in the case of an employee who has been continuously employed for twenty-four (24) months or more

Such notice shall be given in writing on a working day and if the recipient of the notice is illiterate, it will be explained to him/her orally in a language understandable to him/her.

- 13.2 Notwithstanding the provisions of sub-clause 13.1, either party shall be entitled to terminate the contract of employment without notice by making payment in lieu of the required notice, which payment shall include wages as well as all other benefits.
- 13.3 In the event of an employee absconding, or not making the appropriate payment in lieu of notice, and where the employer has proven such, the employer shall be entitled to deduct the appropriate notice pay from any monies due to the employee.
- 13.4 Where notice of termination of employment has been given, the employer will afford the employee 15 minutes before the normal time of finishing off on the last day of his/her service in order to collect and pack his/her tools and personal belongings.
- 13.5 The contract of employment may only be terminated on grounds of misconduct, incapacity or due to operational requirements and an employer shall adhere to the Code of Good Practice as set out in Schedule 8 in the Act.
- 13.6 A contract of employment shall automatically terminate if an employee is absent from work without the employer's consent or without a medical certificate for a continuous period of two (2) working days, unless such absence is due to circumstances beyond the employee's control.
- 13.7 Where a contract of employment is terminated, the employer shall furnish the employee with all documentation due to him/her, including a certificate of service, his/her unemployment insurance card, showing the full names of the employer and the employee, the date of commencement and the date of termination of the contract and the wage earned by the employee on the date of such termination.
- 13.8 An employee is not entitled to a certificate of service if the contract of employment is terminated on the grounds of desertion. His/her unemployment insurance card must however be signed and handed over/forwarded to him/her at the first possible opportunity.

14. LAY-OFFS AND RETRENCHMENTS

14.1 LAY OFF

- 14.1.1 An employer shall be entitled to lay off an employee temporarily for a period not exceeding 22 working days, on account of inclement weather, fire, political unrest, a shortage of materials due to circumstances beyond the employer's control or a temporary shortage of work.
- 14.1.2 The employer shall in such event, not be liable to pay any remuneration to the employee during such lay-off.
- 14.1.3 The employer shall in such event, sign off the employee's Unemployment Insurance Card to enable him/her to claim unemployment benefits for the period laid off. The employee must, upon resuming his/her duties, return such card to the employer.
- 14.1.4 Should the employer not be in a position to allow the employee to resume his/her duties, the employee will be given the option of being retrenched according to the procedure outlined in subclause 14.2 hereof, alternatively extend the lay-off period with a further period of 22 working days.
- 14.1.5 No employer shall unilaterally lay an employee off from work for any period as a disciplinary measure.

14.2 RETRENCHMENT

- 14.2.1 An employer who contemplates retrenchment due to operational requirements, shall, by not later than ten (10) working days prior to the proposed date of notice of termination of services, inform the trade union, alternatively the workplace forum, alternatively the affected employees of the employer's intention to retrench in writing.
- 14.2.2 The employer shall disclose to the trade union/workplace forum/employees the reasons for opting for retrenchments, preventative measures taken to avoid retrenchments, the number of employees and trade levels likely to be affected, the selection criteria, the notice period, the proposed effective date, the severance pay and assistance offered and future re-employment opportunities.
- 14.2.3 The employer shall attempt to reach consensus on the retrenchment proposals with the trade union/workplace forum/employees through consultation before the expiry of the ten (10) day period referred to in subclause 14.2.1 above. The employer shall be entitled to implement the retrenchment proposals, even if no consensus could be reached.

- 14.3 The employer shall at all times apply procedural and substantive fairness.

15. CONTRACTS OF EMPLOYMENT MAY NOT DISREGARD OR WAIVE THIS AGREEMENT

In terms of section 199 of the Act, no employer or employee is entitled to enter into any contract of employment which permits an employee to be paid remuneration and benefits that is less than that prescribed in this Agreement or which allows working conditions which is less favourable than that prescribed in this agreement. Such contract shall be deemed as invalid.

16. PRIVATE WORK

No employee may engage in labour-only or subcontracting work during his/her private time, without the employer's express written permission first be obtained.

8. REMUNERATION**1. MINIMUM WAGES**

- 1.1 The minimum wage payable to an employee in the Industry who has been in a particular employer's service for 12 months or more, shall be as follows:

<i>Category worker</i>	<i>Wage per hour</i>
1.1.1 Craftsman	R08,70
1.1.2 Artisan	R05,40
1.1.3 Specified skills worker/Plant operator	R04,50
1.1.4 General workers	R03,60

- 1.2 Employees with less than 12 months' service with a particular employer, may be paid less than the wages prescribed in subclause 8.1.1, provided—

- 1.2.1 that in the case of a General Worker, it may not be more than 7½% less than the minimum wages; and
- 1.2.2 in the case of all other category workers, it may not be more than 30% less than the minimum wages; and provided further that the employer compensates for the employee's contributions towards the various funds provided for in this agreement, by paying both the employer and the employee's contributions over to the Council.

1.3 CASUAL EMPLOYEES/REGULAR DAY WORKER

An employer shall pay a casual employee or a regular day worker in respect of each hour or part of an hour worked by him/her on any day other than a paid holiday or Sunday, not less than the prescribed minimum wage as set out in subclause 1.1 above, PLUS 10%.

- 1.4 An employer may pay an employee more than the minimum wage prescribed in subclause 1.1 above, provided that no party to this agreement may embark upon industrial action to compel an employer to pay more than such minimum wage.

2. OVERTIME

- 2.1 An employee shall be entitled to payment in respect of overtime worked in excess of one hour more than the ordinary hours of work, as follows:

<i>Days worked</i>	<i>Multiple of minimum wage</i>
Mondays to Saturdays, prior to 12:00	Time and one-third (1⅓)
Saturdays after 12:00, Sundays and statutory public holidays	Time and a half (1½)

- 2.2 An employer and employee may mutually agree to it in writing that paid time equivalent to the value of overtime worked, be taken off.

3. PIECEWORK

Any remuneration based on quantity or output of work done shall not be less than the remuneration earned for ordinary hours worked.

4. LEAVE PAY

Leave pay shall form part of benefit contributions as set out in clause 11 hereof and shall be paid out accordingly.

5. ALLOWANCES**5.1 LIVING AWAY ALLOWANCE**

An employee who is required to work away from his/her ordinary place of work and who cannot return home after each working day, shall be paid a living away allowance of R10,00 per day in respect of each night spent away from home.

5.2 ACCOMMODATION

An employee who is required to work away from his/her ordinary place of work shall be provided with suitable sleeping accommodation, alternatively the employer shall pay the employee in lieu of such accommodation.

5.3 MEAL ALLOWANCE

An employee who is required to work away from his/her ordinary place of work shall receive an allowance to provide for meals, as the employer and employee may decide.

5.4 *TRANSPORT*

5.4.1 An employer shall provide suitable and safe transport to and from the place of work which is away from an employee's ordinary place of work, alternatively shall pay the employee in lieu of such transport.

5.4.2 An employee who travels to work during ordinary hours of work, shall only be entitled to remuneration for time actually worked.

5.5 *NIGHT WORK*

An employer who requires an employee to perform work during night time (between 18:00 and 06:00), other than ordinary overtime, shall pay such an employee a night work allowance equivalent to 10% of his/her hourly wage.

6. MEDIUM AND LONG TERM BENEFITS

6.1 An employee shall become eligible and entitled to all the benefits in terms of the Pension or Provident Fund, Funeral Fund, Medical Benefit Fund, Holiday Fund and Savings Fund in accordance with the provisions of such funds as set out in this Agreement, after completing 4 (four) continuous weeks of employment with an employer (the "probation period").

6.2 An employee who completed his/her probation period of 4 (four) weeks, shall not qualify for his/her medium and long term benefits as set out in subclause 6.1 above, with due observance of humanitarian, family responsibility leave and permission of absence, unless he/she has worked for his/her employer equal or more than 40 hours per week.

6.3 Such medium and long term benefits shall be deemed to form part and parcel of the employee's remuneration. The employer is compelled to contribute all amounts prescribed, towards such funds and deduct any amounts due by the employee towards such funds from the employee's remuneration, who is compelled to allow such deduction.

6.4 An employer shall pay all contributions to and deductions from employees' remuneration towards the various funds over to the Council on a weekly, fortnightly or monthly basis, depending on the wage interval, and shall be entitled to a receipt as proof of payment.

6.5 Employers and employees shall jointly and severally ensure that all contributions towards the various funds are paid up before any claim against any such fund can be considered by the Council.

7. INCENTIVE SCHEMES

7.1 *ANNUAL BONUSES*

Employees who earned 48 or more contributions towards their benefits in any particular financial year, shall be entitled to an annual bonus on the last working day in December, equivalent to two (2) weeks' wages.

7.2 *LONG SERVICE RECOGNITION*

Employees who worked for any one particular employer for ten (10) years or longer, shall receive a 10% increase in recognition of loyal service.

8. WAGE GUARANTEE

8.1 As security for the payment of wages and medium and long term benefits, every employer in the Industry shall, within seven (7) days of entering the Industry, lodge with the Council a guarantee, acceptable to the Council, to cover payment of wages and all other financial obligations for which an employer is liable, for a period of two weeks.

8.2 The Council shall have the right to call upon an employer to submit a return, in a form and manner specified by the Council, showing the total number of employees in the service of the employer.

8.3 Where, in the opinion of the Council, the guarantee lodged by an employer is insufficient to cover the payment of two weeks' wages and benefits, the employer shall on demand of the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

8.4 The Council shall likewise permit an employer to reduce the amount of such guarantee where a reduction in the number of employees in an employer's service warrants such a reduction: Provided that the amount of such guarantee shall at no time be less than R500,00.

8.5 The Council shall return the guarantee to the employer concerned, after being notified in writing of the termination of building operations.

8.6 The Secretary shall maintain a register of all employers referred to in subclause 8.7.1.

9. WAGE PAYMENT PROCEDURE

1. PAYMENT OF WAGES

- 1.1 An employee shall receive payment of his/her wages at the time and place specified by his/her employer, provided that the payment shall be made—
 - 1.1.1 in weekly, fortnightly or monthly intervals, as the case may be;
 - 1.1.2 in South African currency in cash, by cheque or by means of an electronic bank transfer, as the case may be;
 - 1.1.3 by no later than the close of business on the final working day of each pay interval.
- 1.2 With the exception of payment by means of an electronic bank transfer, an employee's remuneration shall be paid to him/her on the site where he/she is employed, or at the office or workshop of the employer.
- 1.3 An employee whose services are terminated by the employer, shall receive payment of the appropriate wage and all additional benefits to which he/she is entitled to, on or before the end of the working day on which his/her services are terminated.
- 1.4 An employee who terminates his/her services with the employer, shall receive payment of the appropriate wage and all additional benefits to which he/she is entitled to, on the first pay-day following the date of termination of his/her services.
- 1.5 Every employer shall provide each employee with a payslip/wage envelope indicating the employer's name, the name and occupation of the employee, the period for which payment is made, employer's pay number, the calculation of the employee's gross remuneration, overtime payments, deductions, allowances and net remuneration.
- 1.6 All payments made in cash shall be enclosed in a sealed envelope.
- 1.7 An employer shall, at the request of an employee, provide him/her with proof that the contributions towards the various medium and long term benefit funds have in fact been paid over to the Council, within fourteen (14) days from date of such request.
- 1.8 An employer may not, in terms of section 199 (1) (a) of the Act, pay an employee remuneration that is less than that specified in this Agreement.

2. DEDUCTIONS

- 2.1 An employer shall be entitled to make deductions from an employee's wages—
 - 2.1.1 in respect of the Pension/Provident Fund (clause 12), Medical Benefit Fund (clause 13), Holiday Fund (clause 11), Savings Fund (clause 16), Trade Union subscriptions (subclause 18.2) and Council levies (clause 22) in accordance with the prescriptions of the various funds;
 - 2.1.2 if he/she is entitled or required to do so by law; and
 - 2.1.3 if the employee authorises the employer to do so in writing in respect of any other matter, provided that a deduction of any loan repayment shall not exceed one third of the total remuneration due to the employee on the pay day concerned. Where a contract of employment is terminated, the employer is however entitled to deduct the full amount owing in terms of such loan.

3. RECORDS TO BE KEPT

- 3.1 Every employer must keep the following records for a minimum period of four (4) years:
 - 3.1.1 All time, wage and pay registers;
 - 3.1.2 records/forms required by the S.A. Revenue Services;
 - 3.1.3 grievance and disciplinary records and notices;
 - 3.1.4 a copy of this collective agreement and any amendments thereto;
 - 3.1.5 any arbitration awards; and
 - 3.1.6 details of any protected and unprotected industrial action involving its employees
- 3.2 The Employer is compelled to submit all or any of these records in their original form or a certified reproduced form in response to a demand made at any reasonable time, by the Council's designated agent(s) or any person whose functions in terms of the Act include the resolution of disputes and is entitled to receive a receipt for it.

10. SAFETY PROVISIONS

1. OCCUPATIONAL HEALTH AND SAFETY ACT

- 1.1 Every employer shall take reasonable precautions to provide safe and healthy working conditions on all workplaces and shall conduct its business in such a manner as to ensure that no employee or member of the public is exposed to any hazards.

- 1.2 All employers and employees in the industry shall comply with the Occupational Health and Safety Act, 1993, or any amendment thereto.
- 1.3 Every employer with more than 50 employees shall facilitate the democratic election of a safety officer and every employer with more than 20 employees per site, shall facilitate the election of a safety representative on such site.

2. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT

Every employer in the industry shall comply with the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, or any amendment thereto. The purpose of this provision is to provide for compensation for employees in the event of disability and loss of income arising from injuries suffered or diseases contracted in the course of their employees.

3. STORAGE OF TOOLS

- 3.1 Every Craftsman, Artisan, Specified Skills Worker and 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/she is registered, and shall further be required to maintain such tools in good working order and condition at all times.
- 3.2 Each Employee shall ensure that his/her own tools are properly marked and shall provide his/her own lockable toolbox for storage when not in use.
- 3.3 Each Employee using the Employer's tools, shall be responsible for such tools and shall be required to maintain and secure such tools at all times.
- 3.4 The Employer shall provide a suitable and secure place for locking up his/her own as well as his/her employee's tools on all sites.

4. SHELTER AND ABLUTION FACILITIES

4.1 SHELTER

The employer shall provide suitable accommodation in which employees may take shelter during inclement weather, as set out in clause 7.11 of this agreement.

4.2 ABLUTION FACILITIES

The employer shall provide proper and adequate ablution facilities on all workplaces. Such facilities must comply with the relevant municipal by-laws and must be supervised and cleaned on a daily basis to ensure cleanliness.

5. THEFT AND SUBSTANCE ABUSE

An employee who is a witness to, or who knows about or suspects that a co-employee has committed a theft or is under the influence of alcohol or prohibited drugs or is using such prohibited substances whilst on duty, shall be compelled to report it to his/her supervisor or employer immediately, in order to assist in ensuring the safety and order of the workplace.

11. HOLIDAY FUND

1. The purpose of the Holiday Fund is to provide eligible employees with leave pay for the period of annual leave as set out in terms of clause 7.7.
2. The BUILDING INDUSTRY HOLIDAY FUND (hereinafter referred to as the "Holiday Fund"), established in terms of the agreement published under Government Notice No. 330 of 1 March 1963, are continued by this Agreement.
3. An employer shall contribute and pay to the Council an amount equal to 8% of an employee's prescribed wage, who becomes eligible in terms of subclause 8.6.2, for each week that the employee remains in the employer's employee, towards the Holiday Fund.
4. The amounts paid to the Council in terms of subclause 11.3, shall be paid by the Council into a special Holiday Fund account and the Council shall invest the amounts to the credit of the Holiday Fund from time to time with a bank or recognised financial institution. Any interest accruing from such investments, shall be the sole property of the Council as compensation for the administration of the Holiday Fund.
5. Notwithstanding the provisions of subclause 11.4, the employers' organisation concerned shall be entitled to all interest earned on payments made by members of their organisation, which interest shall, after the completion of a proper audit, and after the deduction of a 5% collection and administration fee by the Council, be paid annually by the Council to the employers organisation.
6. To enable an employee to claim his/her holiday fund benefits, he/she shall within the first week of November of each year, exchange his/her registration card for a receipt with the Council. The Council shall not be liable to make payment in respect of any holiday benefits, unless it has received a registration card in claim thereof.

7. Claims submitted for payment of an employee's holiday benefits later than three months after the date as set out in subclause 11.6 hereof, must be accompanied by written reasons for such late claim. The Council shall at its discretion have the right to authorise such payment at a date to be decided on by the Council.
8. After payment of all claims against the Holiday Fund, including administration expenses, all the monies remaining to the credit of the Fund, including unclaimed Holiday Fund benefits, shall be paid into the general funds of the Council after a period of three (3) years. Claims received after three years, must however still be considered and payment authorised by the Council at its discretion.
9. The Council must pay such Holiday Fund benefits to which the employee will become entitled, by way of a cheque on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period. No order or authority for payment to a third party shall be recognised, unless authorised by the employee in writing.
10. An employee shall not be entitled to claim for any holiday benefits prior to the day specified in subclause 11.7 hereof. The Council shall however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee, the amount due to him/her from the Holiday Fund shall be paid to his/her beneficiary or estate by cheque drawn in favour of such beneficiary or estate, upon the employee's registration card being lodged with the Council.
11. In the event of the expiration of this Agreement by effluxion of time or cessation for any other reason, the Holiday Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Holiday Fund was created.
12. In the event of the Council being wound up or dissolved, the Holiday Fund shall continue to be administered by a committee appointed for such purpose by the parties before the winding up or dissolution of the Council, which committee shall consist of an equal number of employer and employee representatives. In the event of such committee being unable to carry out its duties for any reason, the parties shall appoint a trustee or trustees to carry out the duties of the committee and such trustees shall have the same powers as the committee for this purpose.
13. In the event of there be no Council in existence at the time of expiry of this Agreement, the Holiday Fund shall be liquidated by the committee or trustee appointed in terms of subclause 12.
14. In the event of the liquidation of the Holiday Fund in terms of subclauses 12 or 13 the moneys remaining after the payment of all claims against the Holiday Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council having been wound up before the liquidation of the Holiday Fund, the moneys remaining shall be distributed equally among the parties to the Council immediately prior to its dissolution, after the deductions of any administrative expenses.

12. PENSION AND PROVIDENT FUNDS

1. PENSION FUND

- 1.1 The purpose of the KROONSTAD BUILDING INDUSTRY PENSION FUND (hereinafter referred to as the "pension fund") is to provide eligible craftsman with retirement, death, disability, withdrawal and funeral benefits.
- 1.2 The pension fund negotiated with Fedsure Life Assurance Limited (Registration No. 05/17130/06) that commenced on 19 December 1966 (Certificate No. 8929, dated 8 August 1967) are continued herewith and copies of the documents containing detailed information regarding the pension fund shall be lodged with the Director-General: Department of Labour.
- 1.3 The Council shall from time to time appoint two representatives, one from each party, to represent the Council on Fedsure Life Assurance Limited's Board of Trustees.
- 1.4 Membership of the pension fund shall be compulsory for all employees for whom wages are prescribed in subclause 8.1.1.1 of this agreement.
- 1.5 Benefits accruing under the pension fund shall not be transferable and shall not be pledged. Provided an employee qualifies in terms of the rules of the fund, he/she may borrow an amount as may be allowed by the fund against the surrender value of his/her pension fund for the sole purpose of purchasing/renovating fixed property in his/her own name.
- 1.6 An amount equal to 7% of the craftsman's weekly minimum wage, calculated on a 44 hour week, shall be deducted and an equal amount shall be contributed by the employer towards the pension fund.
- 1.7 An amount of 30c per week, shall be contributed by the employee towards the Funeral Fund which forms part of the pension fund, and the said amount shall be deducted from the employee's wage and paid over to the Council towards such Funeral Fund.
- 1.8 Contributions shall be paid by the employer to the Council on a weekly, fortnightly or monthly interval basis, depending on the wage interval, and the Council shall pay the same over to Fedsure Life Assurance Limited on a monthly basis. The Council shall be entitled to a 5% collection fee to cover its administrative costs.
- 1.9 The Council shall issue a receipt in respect of contributions received, which receipt may be a combined voucher of all benefit contributions received for employees.

- 1.10 An employee shall, with due observance of humanitarian leave and permission of absence, work 40 hours in any week to qualify for his/her benefits in terms hereof.
- 1.11 An employee may make application for the surrender value payment of his/her pension fund contributions, 12 (twelve) months after leaving the industry.

2. PROVIDENT FUND

- 2.1 The purpose of the KROONSTAD BUILDING INDUSTRY PROVIDENT FUND (hereinafter referred to as the "provident fund") is to provide eligible employees (excluding craftsman) with retirement, death, disability, withdrawal and funeral benefits.
- 2.2 The provident fund negotiated with Fedsure Life Assurance Limited (Registration Number 05/17130/06) that commenced on 1 November 1989 (Certificate No. 26600 dated 21 September 1990) are continued herewith and copies of the documents containing detailed information regarding the provident fund shall be lodged with the Director-General: Department of Labour.
- 2.3 The Council shall from time to time appoint two representatives, one from each party, to represent the Council on Fedsure Life Assurance Limited's Board of Trustees.
- 2.4 Membership of the provident fund shall be compulsory for all employees for whom wages are prescribed in clauses 8.1.1.2, 8.1.1.3 and 8.1.1.4 of this agreement.
- 2.5 Benefits accruing under the provident fund shall not be transferable and shall not be pledged. Provided an employee qualifies in terms of the rules of the fund, he/she may borrow an amount as may be allowed by the fund, against the surrender value of his/her pension fund for the sole purpose of purchasing/renovating fixed property in his/her own name.
- 2.6 An amount equal to 3% of the employee's weekly minimum wage, calculated on a 44 hour week, shall be deducted and an equal amount shall be contributed by the employer towards the provident fund.
- 2.7 An amount of 30c per week, shall be contributed by the employee towards the Funeral Fund which forms part of the provident fund, and the said amount shall be deducted from the employee and paid over to the Council towards such Funeral Fund.
- 2.8 Contributions shall be paid by the employer to the Council on a weekly, fortnightly or monthly interval basis, depending on the wage interval, and the Council shall pay the same over to Fedsure Life Assurance Limited on a monthly basis. The Council shall be entitled to a 5% collection fee to cover its administrative costs.
- 2.9 The Council shall issue a receipt in respect of contributions received, which receipt may be a combined voucher of all benefit contributions received for employees.
- 2.10 An employee shall, with due observance of humanitarian leave and permission of absence, work 40 hours in any week to qualify for his/her benefits in terms hereof.
- 2.11 An employee may make application for the surrender value payment of his/her provident fund contributions, 12 (twelve) months after leaving the industry.

13. MEDICAL BENEFIT FUND

1. The purpose of the MEDICAL BENEFIT FUND (hereinafter referred to as the "benefit fund") is to provide eligible employees with medical and sick benefits.
2. The Benefit Fund that commenced on 1 March 1963 under Government Notice No. 330, are continued herewith.
3. An employer shall contribute an amount equal to 1% of an employee's prescribed minimum weekly wage and deduct an equal amount from the employee's wage and pay it over to the Council, for every employee who is eligible to receive such benefits under the Benefit Fund in terms of sub-clause 8.6.2 hereof.
4. Contributions shall be paid by the employer to the Council on a weekly, fortnightly or monthly interval basis, depending on the wage interval, and the Council shall pay the same over to the Benefit Fund on a monthly basis. The Council shall be entitled to a 5% collection fee to cover its administrative costs as well as compensation for any other expenses incurred in connection with the administration of the Benefit Fund.
5. For the purpose of this clause, a medical practitioner shall mean a practitioner registered as such with the Medical and Dental Council of South Africa.

6. MEDICAL BENEFITS

- 6.1 An employee with at least 26 contributions in the immediate cycle of 30 weeks prior to a claim, is entitled to claim for medical expenses for him/herself and his/her immediate family members/dependants.
- 6.2 All medical practitioners, hospital, dentist and other medical providers' accounts must be paid in full by the employee. A specified medical account, together with proof of payment, must be submitted, together with the claim form as specified by the Council from time to time.

6.3 Benefits shall not be paid in respect of the following:

- 6.3.1 Claims arising through the employee's own misconduct of negligence;
- 6.3.2 claims arising which are compensable in terms of the compensation for Occupational Injuries and Diseases Act, 1993, or any other medical fund or any other source whatsoever;
- 6.3.3 claims arising from any disease, abnormality of infirmity from which the member or his dependant was suffering at the date of commencement of membership;
- 6.3.4 holidays for recuperating purposes;
- 6.3.5 claims not medically essential, including plastic surgery, or for cosmetic or similar reasons;
- 6.3.6 supply of spectacle frames, tinting/darkening of lenses, false teeth, artificial limbs or appliances, unless prescribed by a practitioner;
- 6.3.7 unprescribed or patent medicines;
- 6.3.8 costs of specialists' services not referred by a general practitioner;
- 6.3.9 claims arising through riot, strike, civil commotion of war;
- 6.3.10 travelling expenses, including ambulance fees;
- 6.3.11 twenty percent (20%) of the cost of all medical accounts and medicines dispensed by doctors or chemists.

6.4 An employee who qualifies in terms of subclause 13.4.1 hereof, may claim benefits which shall not in any one financial year exceed an amount to be calculated according to the following formula:

Weekly premium X 49 weeks, X 3,055.

7. SICK BENEFITS

- 7.1 An employee with at least 26 contributions in the immediate cycle of 30 weeks prior to a claim, is entitled to claim for sick pay for him/herself only.
- 7.2 An employee who by reason of sickness or accident is unable to perform his/her work for a period exceeding two (2) consecutive work days, shall be entitled to sick pay for working days only, from day one, upon submission of a claim form as well as a medical certificate, in accordance with the following provisions:
 - 7.2.1 In a cycle of one (1) year from the date on which he/she becomes unable to perform his/her work, shall be entitled to 45% calculated on the wages prescribed in sub-clause 8.1 hereof, for a period not exceeding 65 working days, and thereafter 22,5% calculated on the wages prescribed in sub-clause 8.1 hereof, for a period not exceeding 65 working days.
 - 7.2.2 The Council may from time to time during this period, request a medical report, alternatively a second opinion from a medical practitioner, other than the employee's doctor.
 - 7.2.3 If at the end of the 130 days referred to in sub-clause 13.7.2.1 the employee is still unable to work, such employee shall cease to be entitled to sick pay if a medical practitioner certifies him/her as permanently disabled for future work, in which event he/she may apply for special permanent disability benefit should he/she qualify, and must furthermore submit a disability claim against his/her pension/provident fund.
 - 7.2.4 If the medical practitioner is of the opinion that the employee is still able to perform his work, such employee shall receive sick pay at the rate of 12% calculated on the wages prescribed in clause 8.1 hereof per working day, until the end of the first cycle of one year from the date on which he/she is unable to work. The employee will not be entitled to further sick pay after the expiration of the first cycle of one year from the date on which he/she is unable to work. Such employee may apply for special permanent disability benefits if he/she qualifies, and must endeavour to claim for disability benefits against his/her pension/provident fund.
- 7.3 Notwithstanding anything to the contrary contained in this agreement, an employee shall not be entitled to sick pay if he/she—
 - 7.3.1 receives periodical payments in terms of the Compensation for Injuries and Diseases Act, 1993;
 - 7.3.2 suffers from alcoholism, drug addiction or their sequelae, or is incapacitated through sickness due to his own willful negligence or misconduct;
 - 7.3.3 fails or declines to observe the instructions of a medical practitioner, or if, in the opinion of the medical practitioner, he/she has by his/her own willful actions aggravated his/her condition or retarded recovery.

8. SPECIAL PERMANENT DISABILITY BENEFIT

- 8.1 An employee who ceases to be entitled to sick pay in terms of this clause may apply for the payment of permanent disability benefits, subject thereto that he/she made contributions in respect of at least 26 weeks in the immediate cycle of 30 weeks prior to him/her becoming disabled and subject further thereto that he/she has been a member of the fund for a period of three (3) years or longer.

- 8.2 Applications may be considered from employees who are no longer capable of working in their trade due to injury, loss of sight or physical incapacity, including incapacity due to old age, other than cases covered by the Compensation for Occupational Injuries and Diseases Act, 1993.
- 8.3 Applications must be made on an official form and submitted to the Council, together with a medical report. Applicants shall, if required, be subjected to a further examination by a medical practitioner or specialist appointed by the Council.
- 8.4 The scale of benefits shall be based on the applicant's potential earning capacity, if any, outside the industry, and on the years of employment in the industry, but shall not be in excess of an amount of R220,00 per annum and for not more than three (3) years for any one employee.
- 8.5 Payments made under this sub-clause are *ex gratia* and at the absolute discretion of the Council or its management committee. Any decision of the Council or its management committee shall be final and it will not be necessary to give reasons therefor.

9. ADMINISTRATION OF BENEFIT FUND

- 9.1 The Benefit Fund shall be administered by the Council, alternatively a management committee appointed by the Council.
- 9.2 All payments for claims against the Benefit Fund, expenses of the Benefit Fund, as well as the manner in which the monies to the credit of the fund are invested, must be sanctioned by the Council or its management committee, at its absolute discretion.
- 9.3 The Council shall ensure that proper books of accounts and records are kept in accordance with acceptable accounting practices and that an annual audit be performed in accordance with the provisions of the section 53 of the act and the Council's constitution.

14. TRAINING FUND

1. Every employee shall have access to training to ensure that he/she can perform to requirement and improve his/her productivity.
2. The Council underwrites and supports the establishment and continuation of the BUILDING INDUSTRIES TRAINING SCHEME (inaugurated by the Building Industries Federation (South Africa) in terms of Government Notice No. R. 1948 of 11 September 1987, in accordance with the Manpower Training Act, 56/1981, as amended) and authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Scheme, the collection of contributions, equal to 1,5% of an employer's gross weekly payroll, in accordance with the procedure specified by the Training Scheme.

15. SAVINGS FUND

1. An employer must deduct an amount of R2,50 per week from an employee's wage, who qualifies in terms of clause 8.6.2.
2. Amounts deducted in terms of subclause 15.1 hereof, shall be paid over to the Council on a weekly basis and shall be held in trust by the Council on behalf of the employee in a special savings fund.
3. The amount to the employee's credit, shall be paid to him/her by the Council, together with his/her holiday fund benefits during December, less any trade union subscriptions authorised in writing by the employee.

16. EMPLOYER RIGHTS

1. SMALL AND MEDIUM ENTERPRISES

- 1.1 Small and medium employers who are not members of the employers' organisation who is a party to the Council, shall be entitled to apply for exemption in terms of clause 24 hereof.
- 1.2 Small and medium employers who are associated within a registered employers' organisation may apply for observer status at Council meetings and may make inputs and recommendations to Council regarding issues to be negotiated.

2. EMPLOYER ORGANISATION MEMBERSHIP FEES

- 2.1 Every employer who is a member of the employers' organisation shall pay to the Council membership fees as may be determined by the employers' organisation from time to time.
- 2.2 The Council shall pay over to the employers' organisation, all such amounts collected on a monthly basis, less a collection fee of 5%, which said amount shall accrue to the general funds of the Council.

3. EMPLOYERS' RIGHTS WITHIN THE LABOUR RELATIONSHIP

An employer is entitled to appoint an employee who he/she believes is qualified and experienced to do the required job and the employer is entitled to expect such employee—

- 3.1 to arrive on time from the start of a shift and work faithfully and diligently for the duration of that shift;
- 3.2 to follow reasonable instructions given to him/her in the normal course of employment;

- 3.3 to deal honestly with the property of the employer; and
- 3.4 to accept the employer's authority and right to exercise a reasonable measure of control and discipline over the manner in which the employee's work is performed.

17. TRADE UNION RIGHTS

1. TRADE UNION ORGANISATIONAL RIGHTS/ACCESS

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

2. TRADE UNION MEMBERSHIP FEES

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

- 2.2 An employer shall deduct an amount of R2,50 per week from an employee's wage, who qualifies in terms of subclause 8.6.2, and pay it over to the Council, towards the Savings Fund referred to in clause 15 hereof.
- 2.3 The Council shall deduct the following amounts from employees' weekly savings fund benefits, who are members of the following trade union and who qualifies in terms of subclause 8.6.2:

An employee who is a member of the AMALGAMATED UNION OF BUILDING TRADE WORKERS OF SOUTH AFRICA, an amount of R2,50.

- 2.4 The Council shall pay over to the respective trade union, all such amounts collected on a monthly basis, less a collection fee of 5%, which said amount shall accrue to the general funds of the Council.

3. WORKPLACE FORUMS

- 3.1 A trade union, who represents the majority of employees in a workplace in which an employer employs more than 100 employees, may apply for the establishment of a workplace forum and conduct such workplace forum in accordance with Chapter V (sections 78-94) of the Act.
- 3.2 Such workplace forum shall not replace collective bargaining, nor undermine it and no wage related issue may be dealt with.
- 3.3 A workplace forum's main functions will be to promote the interest of all employees in the workplace, enhance efficiency and productivity, be consulted by the employer on certain matters and participate in joint decision making on certain issues.

18. DESIGNATED AGENTS

- 1. The Minister may appoint one or more persons as designated agents in terms of section 33 (1) of the Act to administer and enforce this agreement. The Council must provide each designated agent with a certificate signed by the secretary of the Council stating that the designated agent has been appointed in terms of the Act.
- 2. A designated agent shall have all the rights and powers conferred on him/her in terms of section 33 (3) and section 142 of the Act and shall act in accordance with a Code of Conduct as specified by the Council from time to time.
- 3. A designated agent shall have the right to enter any workplace or premises, subpoena any person for questioning, institute and complete enquiries and interviews and examine all such documents, books, wage sheets, payment records and financial records, and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.
- 4. The designated agent in the course of fulfilling his/her duties may take with him/her an interpreter to assist in the investigation.
- 5. A person commits contempt if he/she makes a false statement or hinders a designated agent during the course of his/her investigations or commit any act prohibited in terms of section 142 (8) of the Act. Such contempt may be referred to the Labour Court for an appropriate order.

19. INDUSTRIAL ACTION

- 1. No person covered by this agreement may engage in or participate in any form of industrial action, or do anything in furtherance of industrial action in respect of any matter regulated by this Agreement, for the duration of this Agreement.

2. Any dispute of right or interest not covered by this Agreement, shall be referred to the Council for conciliation and if that is not successful, for arbitration in terms of the Council's constitution and the Act. The Council may apply for an award in respect of the cost of arbitration and the arbitrator's decision shall be final and binding on all parties to the dispute.

20. DISPUTE RESOLUTION PROCEDURE

1. If there is a dispute about the interpretation or application, including enforcement, of any provision of this agreement, any party to the dispute may refer the dispute in writing to the Council within 30 days from the date on which the dispute came into existence.
2. The party who refers the dispute must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.
3. The Council must attempt to resolve the dispute through conciliation, using a suitably qualified conciliator. Within 14 (fourteen) days of such referral, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved.
4. If the dispute remains unresolved after 30 (thirty) days, or if any party is aggrieved by the Council's decision referred to in subclause 3 above, such party may request the secretary of the Council to refer the dispute to arbitration by an accredited agency appointed by the Council in terms of section 52 of the Act.
5. The arbitrator shall have the power to decide upon the procedure which he/she will follow at the hearing of the arbitration, and shall, in his/her discretion, be entitled to make an award in respect of the parties' and the Council's costs of the arbitration in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding on all parties.

21. EXPENSES OF THE COUNCIL

1. Every employer shall deduct an amount equal to 0,9% per week from the minimum wages of each employee who qualifies in terms of clause 8.6.2 hereof, and shall add an equal amount to the amount so deducted.
2. Every employer shall pay the contributions deducted in terms of subclause 21.1 to the Council according to its pay cycle, which said contributions shall accrue to the general funds of the Council.
3. Notwithstanding anything to the contrary contained herein, the Council shall be entitled to a 5% collection fee on all funds administered by the Council or collected on behalf of any third party or fund, which said amount shall accrue to the general funds of the Council.
4. The contributions paid to the Council and collection fees charged in terms of this clause shall be utilised for the purpose of meeting its administrative expenses in the first instance and for the purpose of meeting dispute resolution costs in the second instance and shall be administered in accordance with the provision of the Council's Constitution.
5. The Council may embark on fund raising projects and accept subsidies and grants from either governmental or non-governmental institutions to subsidize firstly its administrative and secondly its dispute resolution costs, should the contributions and collection fees aforementioned be insufficient.

22. ACCOUNTING AND AUDITING

1. The Council shall ensure that proper books of account and records are kept of its financial affairs in accordance with acceptable accounting practices in respect of each of the funds administered by the Council and that an annual audit of each of the individual funds be performed in accordance with the provisions of the Act and the Council's Constitution.
2. The Council shall ensure compliance with section 53 of the Act.
3. All audited statements and annual reports of the Council and its various funds shall be lodged with the Registrar annually and shall also be available at the offices of the Council for inspection by contributors to the various funds to ensure accountability and transparency within the administration of the Council.
4. The members of the Council or its management committee or its officials shall not be liable for any debts and liabilities of the Council or any of its funds and they are hereby indemnified by the Council against all losses and expenses incurred by them in the bona fide lawful discharge of their duties.

23. EXEMPTIONS

1. The Council shall establish or appoint an Independent Body in accordance with section 32 of the Act, to consider applications for exemption from non-parties from any of the provisions of the agreement for any good and sufficient reason.
2. All applications for exemption shall be in writing on the specified form supplied by the Council and shall be addressed to the Secretary for submission to the Independent Body for consideration.
3. All applications for exemption shall be motivated by supplying the following detail:
 - 3.1 The period of time for which the exemption is required;
 - 3.2 the Agreement and clauses of the Agreement from which exemption is applied;

- 3.3 proof that the exemption applied for has been discussed between the employer, his employees and their trade union representatives. The responses resulting from such consultation for or against the application must also be submitted.
4. The Secretary shall obtain Council's comments at an official Council meeting and submit the same, together with the application for exemption, to the Independent Body, within 30 days from receipt thereof.
5. The Independent Body shall consider all written applications and must allow applicants and objectors to present their cases and may call for further information and/or interview any persons if they deem it necessary in order to arrive at a decision.
6. The Independent Body shall use the following criteria when considering applications for exemption:
 - 6.1 The written and verbal motivation provided by the applicant;
 - 6.2 the extent of consultation with, and the petition for or against granting the exemption as proved by the employers and the affected employees and/or their trade union;
 - 6.3 the terms of the exemption;
 - 6.4 the infringement of basic conditions of employment rights;
 - 6.5 the competitive advantage that may be created by the exemption;
 - 6.6 the effect of an exemption on the affected employees' medium and long term benefits;
 - 6.7 the extent to which the proposed exemption undermines collective bargaining and labour peace in the industry;
 - 6.8 the socio-economic circumstances that may exist which warrant the granting of the exemption;
 - 6.9 the methods of monitoring the employer's performance and ability to comply to the terms of the agreement and the process of re-evaluating the current circumstances.
7. The Independent Body must consider the application within 60 days from receipt thereof and must make their decision known to the Council within 14 days from the date they arrived at such a decision, together with the reasons for granting or refusing the application for exemption. If an application has been successful, a certificate shall be issued stating the terms and conditions of the exemption.

24. GENERAL

1. EXHIBITION OF AGREEMENT

- 1.1 The parties agree that the English version of this Agreement shall determine the meaning and the intention of the parties and that a translation in one or more other official language shall be made available by the Council for inspection by any person during working hours at the offices of the Council.
- 1.2 Any person who requires a copy of this Agreement or any amendment thereto, shall pay to the Council the cost price, plus 10% administration charges, therefor.
- 1.3 Each party to the Agreement shall receive two free copies of the Agreement and Constitution and any amendment thereto.

2. NOTICE BOARDS

Every employer shall display in a conspicuous place, wherever building operations are being carried out, a notice board on which the name of the employer is displayed in legible letters.

3. PROHIBITION OF EMPLOYMENT

- 3.1 An employer may not employ a child who is under the age of 16 or in the case of an older child, such employment is inappropriate for a person of that age or places the child's well-being, education, physical or mental health in danger.
- 3.2 All forms of forced labour is prohibited.
- 3.3 The employment of illegal or undocumented aliens is prohibited.

4. VALUE-ADDED TAX

Except for the training fund levies as set out in clause 14 hereof, all monetary values quoted in this Agreement are excluded from value-added tax.

Thus done and signed at Kroonstad on this 5th day of March 1998.

J. H. LABUSCHAGNE

Chairperson

J. P. JOUBERT

Vice-Chairperson

M. M. UNWIN

General Secretary

No. R. 1336

6 November 1998

WET OP ARBEIDSVERHOUDINGE, 1995

BOUNYWERHEID BEDINGINGSRAAD (KROONSTAD): 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 Bounywerheid Bedingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 16 November 1998 en vir die tydperk wat op 15 November 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

KOLLEKTIEWE OOREENKOMS**BOUNYWERHEID BEDINGINGSRAAD (KROONSTAD)**

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

Construction Industries Association (Free State)

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

Amalgamated Union of Building Trade Workers of South Africa

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

wat partye is by die Bounywerheid Bedingsraad (Kroonstad).

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1. TOEPASSINGSBESTEK

1. Die voorwaardes en bepalinge van hierdie ooreenkoms moet nagekom word—
 - 1.1 in die landdrosdistrik van Kroonstad;
 - 1.2 deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie of vakbond is wat partye tot hierdie Raad is en wie direk of indirek in die Boubedryf betrokke is.
2. Ondanks die bepalinge van subklousule 1, is hierdie ooreenkoms van toepassing op—
 - 2.1 vakleerlinge slegs vir sover dit nie teenstrydig is met die Wet op Mannekragopleiding, 1981, soos gewysig, of enige kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie;
 - 2.2 kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, soos gewysig, slegs vir sover dit nie teenstrydig is met daardie Wet of met voorwaardes wat daarkragtens gestel is nie;
 - 2.3 werkende vennote, direkteure en eienaars van bouwerwante besighede.
3. Ondanks subklousule 1, is die bepalinge van hierdie ooreenkoms nie van toepassing nie op—
 - 3.1 klerke en administratiewe personeel;

- 3.2 universiteitstudente en gegradueerdes in die bouwetenskap, en op konstruksietoeseighouers, konstruksie-opmeters en ander persone wat besig is met praktiese werk ter voltooiing van hulle akademiese opleiding;
- 3.3 tydelike werknemers soos omskryf in klousule 3 hiervan;
- 3.4 nie-partye ten opsigte van klousules 7.5.3, 8.7, 8.8, 10, 16.2 en 17.2.

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 bindend word en sal bindend bly vir 'n tydperk van vyf (5) jaar.

3. WOORDOMSKRYWING

- 1. Enige uitdrukking in hierdie ooreenkoms vervat wat geslag aandui, sal ook die teenoorgestelde geslag insluit.
- 2. Enige uitdrukking in hierdie ooreenkoms vervat 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.
- 3. In hierdie ooreenkoms, tensy die sinsverband die teendeel aandui, beteken—
 - 3.1 **"Wet"** die Wet op Arbeidsverhoudinge, No. 66 van 1995;
 - 3.2 **"Ooreenkoms"** hierdie kollektiewe ooreenkoms;
 - 3.3 **"ambagsman"** 'n geskoolde werknemer wie nie 'n vakoets soos voorgeskryf deur die Opleidingsraad vir die Bouindustrië, afgelê het nie;
 - 3.4 **"vakleerling"** 'n persoon wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is;
 - 3.5 **"area"** enige gedeelte of al die landdrosdistrikte waarna in klousule 1 van hierdie ooreenkoms verwys word;
 - 3.6 **"Bedingsraad"** die Bounywerheid Bedingsraad (Kroonstad), soos geregistreer ingevolge die Wet op Arbeidsverhoudinge, No. 66 van 1995;
 - 3.7 **"kontrakbasis"** dat 'n werknemer op 'n weeklikse basis werk en besoldig word vir die ure gewerk gedurende daardie week teen die tarief soos hierin voorgeskryf;
 - 3.8 **"Bounywerheid"**, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak/vervaardig/verkoop vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak/vervaardig word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat by 'n bouverwante ambag of onderafdeling daarvan betrokke is, ongeag of sodanige werk verrig word deur 'n kontrakteur, sub-kontrakteur, ontwikkelaar, arbeidskontrakteur of eienaar-bouer, maar sluit dit nie klerke en administratiewe personeel in nie en ook nie die installering, onderhoud of herstel van hysers in geboue nie;
 - 3.9 **"aangewese agent"** enige persoon aangestel deur die Raad ingevolge artikel 33 van die Wet op Arbeidsverhoudinge, No. 66 van 1995;
 - 3.10 **"Raad"** die Bounywerheid Bedingsraad (Kroonstad) soos geregistreer ingevolge artikel 29 van die Wet op Arbeidsverhoudinge, No. 66 van 1995;
 - 3.11 **"vakman"** 'n geskoolde werknemer wat 'n vakoets soos vasgestel deur die Opleidingsraad vir die Bouindustrië voltooi het, of wat as sulks onder 'n vorige Raads-ooreenkoms geregistreer was;
 - 3.12 **"goeie praktykkode"** 'n goeie praktykkode deur die Minister ingevolge Bylae 8 van die Wet op Arbeidsverhoudinge, No. 66 van 1995, uitgereik;
 - 3.13 **"Grondwet"** beteken die grondwet van hierdie Bedingsraad;
 - 3.14 **"KVBA"** die Kommissie vir Versoening, Bemiddeling en Arbitrasie ingevolge artikel 112 van die Wet op Arbeidsverhoudinge, No. 66 van 1995, ingestel;
 - 3.15 **"los werker"** 'n werknemer wat vir minder as vier agtereenvolgende weke vir dieselfde werkgewer gewerk het;
 - 3.16 **"aaneenlopende werksproses"** 'n bepaalde stuk werk wat, nadat dit begin is, klaargemaak moet word;
 - 3.17 **"aaneenlopende diens"** 'n werknemer se on-onderbroke diens tydperk by dieselfde werkgewer of sodanige ander werkgewer na wie die dienskontrak oorgedra is. Sodanige aaneenlopende diens word nie onderbreek indien 'n werknemer afwesig is van werk ingevolge verlof waarop hy geregtig is, 'n skorsing in afwagting op die uitspraak van 'n dissiplinêre verhoor, 'n aflegging, deelname aan 'n beskermde staking of 'n openbare vakansiedag nie;
 - 3.18 **"dag"** 'n periode van 24 uur gemeet vanaf die tyd waarop die werknemer se diens 'n aanvang neem;
 - 3.19 **"Departement"** die Departement van Arbeid;
 - 3.20 **"geskil"** ook 'n beweerde geskil;

- 3.21 **"gevaarlike werk"** enige werk wat as gevaarlike werk beskryf word in die Wet op Beroepsgesondheid en Veiligheid, No. 85 van 1993, en/of enige munisipale of ander bouregulasies wat op die bounywerheid van toepassing is;
- 3.22 **"dros"** die afwesigheid van 'n werknemer, vir 'n periode langer as twee (2) werksdae, sonder toestemming van, of kennis aan sy/haar werkgever, en wie nie van voornemens is om werk te hervat nie;
- 3.23 **"noodwerk"** sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werksure, in klousule 7.1 voorgeskryf, verrig kan word nie en wat nodig is om die gesondheid of veiligheid van die publiek of die voortsetting van 'n ander nywerheid, saak of onderneming te verseker, of werk wat as gevolg van 'n brand, storm, oorstroming, ongeluk of geweldadige handeling, of wat die betrokke werkgever finansiële skade kan berokken, sonder versuim verrig moet word;
- 3.24 **"werknemer"** 'n persoon, uitgesluit 'n onafhanklike kontrakteur, wat vir iemand anders werk en wat besoldiging ontvang of daarop geregtig is om besoldiging te ontvang, sowel as enige ander persoon wat op enige wyse help om die besigheid van 'n werkgever voort te sit of te bedryf;
- 3.25 **"werkgever"** enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf en wat daardie persoon beloon of uitdruklik of stilswyend onderneem om hom te beloon, of wat enige persoon toelaat om hom op enige wyse te help om sy besigheid voort te sit of te dryf;
- 3.26 **"Werkgeversvereniging"** of **"werkgeversorganisasie"** die geregistreerde werkgeversvereniging verwys na in die aanhef van hierdie Ooreenkoms;
- 3.27 **"Dienswette"**—
- Die Wet op Arbeidsverhoudinge, No. 66 van 1995;
 - Wet op Basiese Diensvoorwaardes, No. 75 van 1997;
 - Werkloosheidsversekeringswet, No. 30 van 1966;
 - Wet op Mannekragopleiding, No. 56 van 1981;
 - Wet op Voorligting en Indiensplasing, No. 62 van 1981;
 - Wet op Beroepsgesondheid en Veiligheid, No. 85 van 1993;
 - Wet op Vergoeding vir Beroepsbeserings en -siektes, No. 130 van 1993; en
 - enige ander Wet, waarvan die administrasie aan die Minister opgedra is;
- 3.28 **"noodsaaklike diens"** 'n diens waarvan die onderbreking die lewe, persoonlike veiligheid of gesondheid van die hele bevolking of 'n deel daarvan in die gevaar stel;
- 3.29 **"vastetermynkontrakte"** 'n kontrak wat eindig op 'n bepaalde datum in die kontrak gestipuleer;
- 3.30 **"algemene werker"** 'n werknemer wat ongeskoolde arbeid verrig of diens doen op 'n gebied wat nie elders in enige van die woordskrywings of kategorieë van werknemers in hierdie ooreenkoms gestipuleer word nie;
- 3.31 **"nywerheidsopptrede"** enige optrede beoog ingevolge die omskrywing van "staking" of "uitsluiting" in die Wet op Arbeidsverhoudinge, No. 66/1995;
- 3.32 **"nywerheid"** die bounywerheid;
- 3.33 **"slegs-arbeid kontrak"** 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word vir slegs die verskaffing van sy/haar eie arbeid en/of die van sy/haar werknemers, en waarvolgens hy/sy nie in die gewone loop van sake verantwoordelik is vir die lewering of betaling van materiaal in die uitvoering van die werk nie;
- 3.34 **"slegs-arbeid-kontrakteur"** iemand wat slegs-arbeid-kontrakwerk onderneem;
- 3.35 **"Minister"** die Minister van Arbeid;
- 3.36 **"NEOAR"** die Nasionale Ekonomiese, Ontwikkelings- en Arbeidsraad ingestel ingevolge artikel 2 van die Wet op die Nasionale Ekonomiese, Ontwikkelings- en Arbeidsraad, No. 35 van 1994;
- 3.37 **"gewone werksure"** die werksure toegelaat ingevolge klousule 7.1 van hierdie Ooreenkoms;
- 3.38 **"oortyd"** die tyd wat 'n werknemer gedurende 'n werksdag of werksweek werk, bo en behalwe die gewone getal werksure;
- 3.39 **"stukwerk"** 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik bereken word op die hoeveelheid werk wat verrig of gelewer is, met dien verstande dat die loon verdien nie minder mag wees as die loon verdien in gewone ure gewerk nie;
- 3.40 **"uitrustingbediener"** beteken 'n werknemer wat toegelaat word om een of meer van die volgende werksaamhede te verrig; bestuur van voertuie, meganiese stortwaens en trekkers, hyskrane, grondverskuivingsmasjinerie of soortgelyke masjinerie, krag-aangedrewe masjinerie of gereedskap, montering van staalbekisting, en oprigting van, of toesighouding oor die oprigting van steierwerk;
- 3.41 **"besoldiging"** enige betaling gedoen of verskuldig aan 'n persoon in ruil vir werk gelewer of hulp verleen om die besigheid van 'n werkgever voort te sit of te bedryf;

- 3.42 **"gereelde dagwerker"** 'n tydelike werknemer wat nie vir langer as drie dae in enige week vir 'n aaneenlopende tydperk van vier weke of langer vir dieselfde werkgewer werk nie;
- 3.43 **"Registrateur"** die Registrateur van Arbeidsverhoudinge aangestel ingevolge artikel 108 van die Wet;
- 3.44 **"sektor"** die bounywerheid of verwante diens of 'n gedeelte van sodanige nywerheid of diens;
- 3.45 **"werker met gespesifiseerde vaardighede"** 'n semi-geskoolde werknemer in enige ambag soos omskryf in hierdie Ooreenkoms, wat nie bewys kan lewer van sy/haar ambagstatus nie en wat nie die vaardigheidstoets soos voorgeskryf deur die Opleidingsraad vir die Bouindustrië, of enige ander werknemer wat deur 'n vorige Raads-ooreenkoms tussen die hoogste en laagste besoldigde werknemers gekategoriseer is;
- 3.46 **"struktuur"** sluit in mure, monumente, swembaddens, plaveisel, tydelike en permanente geboue;
- 3.47 **"geskikte oornag akkommodasie"** 'n veilige, sluitbare, skoon en weervaste skuiling met 'n vloer en ablusiegeriewe wat geskik is vir menslike huisvesting;
- 3.48 **"ambag"** enige van die volgende aangewese of nie-aangewese ambagte of beroepe, soos van tyd tot tyd gedefinieer deur die Opleidingsraad vir die Bouindustrië:
- Asfaltwerk
 - Aluminiumwerk
 - Messelwerk
 - Betonwerk
 - Skrynwerk
 - Bestuurder/Drywer
 - Elektriesiteitsinstallering
 - Vloerlêwerk
 - Beglasing
 - Boutimmerwerk
 - Loodglaswerk
 - Metaal/Staalwerk
 - Pleisterwerk
 - Verf/skilderwerk
 - Loodgieterswerk
 - Dakkonstruksie-werk
 - Klipmesselwerk
 - Winkeluitrusting
 - Teëlwerk
 - Grasdak-dekwerk
 - Waterdigtingswerk
 - Houtwerk-masjienwerk
 - Sekuriteitswag;
- 3.49 **"vakbond"** die geregistreerde vakbond of werknemersvereniging soos verwys na in die aanhef van hierdie Ooreenkoms;
- 3.50 **"vakbond-verteenwoordiger"** die vadbond-verteenwoordiger wat bevoeg is om die regte soos bedoel in artikel 14 van die Wet op Arbeidsverhoudinge, No. 66 van 1995, uit te oefen;
- 3.51 **"loon"** die bedrag geld betaal of betaalbaar aan 'n werknemer ingevolge klousule 8 van hierdie Ooreenkoms ter voergoeding vir gewone ure gewerk;
- 3.52 **"week"** waar die die werknemer aangaan, die sewe dae periode waarbinne die werkswaek (Maandag tot Vrydag) val;
- 3.53 **"werksplek"** enige plek waar werknemers werk;
- 3.54 **"werkplekforum"** 'n werkplekforum ingestel ingevolge Hoofstuk V van die Wet op Arbeidsverhoudinge, No. 66 van 1995.

4. VLAKKE VAN BEDINGING

Die Raad sal die forum wees waar daar oor alle aangeleenthede aangaande hierdie Ooreenkoms beding word.

5. REGISTRASIE VAN WERKGEWERS

1. Elke werkgewer in die bounywerheid op wie hierdie Ooreenkoms van toepassing is en wie nog nie by die Raad geregistreer is nie, moet binne 30 (dertig) dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, by die Raad registreer en die Raad van alle sodanige inligting voorsien as wat verlang mag word en wel op die voorgeskrewe vorm.
2. Elke werkgewer moet die Raad skriftelik in kennis stel van enige verandering in die besonderhede verskaf ten tye van registrasie of wanneer werk in die nywerheid gestaak word, binne 14 (veertien) dae na sodanige verandering of staking in werk.
3. 'n Registrasie-sertifikaat, onderteken deur óf die Voorsitter óf die Sekretaris van die Raad, sal aan elke werkgewer uitgereik word nadat daar aan die Raad se vereistes voldoen is. Sodanige sertifikaat sal die enigste bewys van registrasie wees.
4. 'n Werkgewer moet aan al die voorwaardes en bepalinge van hierdie Ooreenkoms voldoen en indien hierdie Ooreenkoms stilswyend is omtrent sekere arbeids-aspekte, dan ook aan enige ander dienswet wat sodanige aspek mag reguleer.
5. 'n Werkgewer moet die nodige werknemersrekords hou, soos voorgeskryf in die Wet op Basiese Diensvoorwaardes.
6. 'n Werkgewer wat nie die weeklikse heffings en bydraes deur hom/haar en sy/haar werknemer/s aan die Raad oorbetal binne dertig (30) dae nadat dit betaalbaar geraak het nie, sal 'n boete opgelê word soos van tyd tot tyd deur die Raad vasgestel, sowel as rente teen die prima uitleenkoers gehef deur die Raad se bankiers, plus 2%, bereken vanaf die datum waarop dit betaalbaar geraak het tot die werklike betalingdatum.
7. 'n Werkgewer wat willens en wetens 'n valse verklaring aan die Raad maak, maak homself/haarself in terme van die gemene reg skuldig aan 'n oortreding.

6. REGISTRASIE VAN WERKNEMERS

1. Alle persone wat in die bounywerheid in diens geneem word, moet binne 30 (dertig) dae na indiensneming, by die Raad geregistreer word. Werkgewers en werknemers is gesamentlik en afsonderlik verantwoordelik om toe te sien dat 'n werknemer wat die Bounywerheid vir die eerste keer betree, behoorlik by die Raad geregistreer is.
2. Elke werknemer moet die Raad in kennis stel van enige verandering in die besonderhede verskaf ten tye van registrasie of wanneer hy/sy ophou om in die Bounywerheid te werk, binne 14 (veertien) dae na sodanige verandering of staking in werk.
3. Die Raad moet aan elke werknemer 'n registrasiekaart uitreik welke kaart aan 'n aangewese agent van die Raad of werkgewer by versoek getoon moet word. Sodanige registrasiekaart bly die eiendom van die Raad en daar word van die werknemer verwag om sodanige kaart te alle tye beskikbaar te hê terwyl hy/sy 'n werknemer in die Bounywerheid is.
4. Die Raad moet die aanvanklike koste van die registrasiekaart betaal, maar die werknemer is verantwoordelik vir die koste van die vervanging van enige verlore registrasiekaart.
5. 'n Werknemer moet aan al die voorwaardes en bepalinge van hierdie Ooreenkoms voldoen en indien hierdie Ooreenkoms stilswyend is omtrent sekere arbeids-aspekte, dan ook aan enige ander dienswet wat sodanige aspek mag reguleer.
6. Werknemers wat vir die eerste keer die Bounywerheid betree, sal op die voordele ingevolge hierdie Ooreenkoms vanaf die vyfde (5de) week in diens van 'n werkgewer, geregtig wees.

7. DIENSVOORWAARDES**1. GEWONE WERKSURE**

Geen werkgewer mag van 'n werknemer vereis of hom/haar toelaat om te werk—

- 1.1 vir meer as vyf (5) dae in 'n bepaalde week, Maandag tot Vrydag;
- 1.2 op 'n Saterdag, Sondag, statutêre vakansiedag of gedurende die bouersvakansie waarna in hierdie Ooreenkoms verwys word;
- 1.3 vir langer as nege (9) ure per dag vanaf Maandag tot Donderdag en agt (8) ure op Vrydag (44 ure per week).

2. RUSPOUSES

- 2.1 Geen werkgewer kan van 'n werknemer vereis om meer as vyf (5) aaneenlopende ure sonder 'n ruspouse te werk nie. Sodanige ruspouse mag nie korter as 45 minute maar ook nie langer as 60 minute wees nie en sal nie deel uitmaak van die gewone werksure nie. Die ruspouses sal op sodanige tye wees as wat die werkgewer en werknemer ooreen mag kom.
- 2.2 'n Werkgewer moet 'n werknemer 'n daaglikse rustyd toelaat van minstens 12 opeenvolgende ure nadat werk beëindig is en voordat werk weer begin en 'n weeklikse rustyd toelaat van minstens 36 opeenvolgende ure, wat 'n Sondag moet insluit.

3. OORTYD

- 3.1 Alle tye wat een uur of meer as gewone werksure in 'n dag of week oorskry, sal as oortyd beskou word.
- 3.2 'n Werkgewer wat vereis of toelaat dat 'n werknemer oortyd werk, sal sodanige werknemer minstens 16 uur kennis gee daarvan: Met dien verstande egter dat geen voorafkennissgewing vereis word om oortyd te werk nie wanneer werknemers noodsaaklike diens verrig of wanneer dit as gevolg van noodwerk van werknemers vereis word om oortyd te werk. In laasgenoemde geval moet die werkgewer kos en vervoer verskaf aan die werknemers wat nie vooraf reëlings daarvoor kon tref nie, sou sodanige oortyd twee (2) ure oorskry.
- 3.3 'n Werknemer mag nie redelikerwys weier om oortyd te werk nie, mits sodanige oortyd nie drie (3) ure per dag of 10 (tien) ure per week, Maandag tot Vrydag, en agt (8) ure op Saterdag, Sondag en statutêre vakansiedae oorskry nie.
- 3.4 'n Werknemer wat met 'n aaneenlopende werksproses besig is, sal verplig wees om sodanige werk af te handel en moet oortydbetaling ontvang, waar van toepassing.
- 3.5 'n Werknemer is geregtig op betaling vir oortyd gewerk, ingevolge klousule 8.2.1 hiervan.

4. SONDAGWERK

- 4.1 'n Werkgewer wat vereis of toelaat dat 'n werknemer op Sondag werk, sal sodanige werknemer minstens 16 uur kennis gee daarvan: Met dien verstande egter dat geen voorafkennissgewing vereis word om oortyd te werk nie wanneer werknemers noodsaaklike diens verrig of wanneer dit as gevolg van noodwerk van werknemers vereis word om op Sondag te werk. In laasgenoemde geval moet die werkgewer kos en vervoer verskaf aan die werknemers wat nie vooraf reëlings daarvoor kon tref nie.
- 4.2 Werknemers sal vergoed word vir oortyd gewerk op Sondag ingevolge klousule 8.2.1 hiervan en sal sodanige betaling ontvang op die eerste betaaldag ná sodanige Sondag.

5. STATUTÊRE OPENBARE VAKANSIEDAE

- 5.1 Die openbare vakansiedae soos afgekondig ingevolge die Wet op Openbare Vakansiedae, 1994, word erken as betaalde openbare vakansiedae. Werknemers van wie verwag word om op openbare vakansiedae te werk, sal geregtig wees op oortydbetaling ingevolge klousule 8.2.1 hiervan, behalwe waar sodanige openbare vakansiedae binne die bouersvakansie val, welke betaling deel uitmaak van sodanige werknemer se vakansiefondsvoordeel.
- 5.2 Werkgewers is verplig om werknemers te besoldig op die eerste betaaldag ná 'n openbare vakansiedag, vir sodanige vakansiedag.
- 5.3 'n Werknemer wat afwesig is van werk, sonder sy/haar werkgewer se toestemming, of wat weens siekte afwesig is, maar nie in staat is om 'n mediese sertifikaat voor te hou nie, of vir enige ander rede, anders as om menslikheidsredes, op die werksdag direk voor of direk na 'n betaalde openbare vakansiedag, sal nie geregtig wees op betaling vir sodanige vakansiedag nie.

6. SKOFWERK

'n Werkgewer kan van sy werknemers vereis dat hulle skofte werk, op voorwaarde dat dit nie van enige werknemer vereis word om meer as nege (9) uur te werk tydens enige tydperk van vier-en-twintig (24) uur nie.

7. JAARLIKSE VERLOF

- 7.1 Elke werknemer is geregtig op drie (3) weke ononderbroke verlof gedurende die jaarlikse bouersvakansie, wat 'n aanvang neem op die Vrydag voor 16 Desember elke jaar, of enige sodanige ander datum as wat die Raad op mag besluit, nie later nie as 30 Junie van elke jaar.
- 7.2 Ondanks die bepalings van sub-klousule 7.1, mag 'n werknemer met sy werkgewer ooreenkom om gedurende die jaarlikse bouersvakansie te werk en sal hy/sy geregtig wees op sy/haar normale lone, vir enige tyd gewerk gedurende hierdie tydperk: Met dien verstande dat die werknemer geregtig sal wees op drie (3) weke betaalde verlof, of die oorblywende gedeelte daarvan, sonder die verlies aan voordele, elders gedurende die jaar, soos wat tussen die werkgewer en die werknemer ooreengekom mag word en met dien verstande dat die Raad skriftelik van sodanige ooreenkoms in kennis gestel word.
- 7.3 Werknemers sal hul vakansiebetaling ontvang op die laaste werksdag voor die aanvang van hul jaarlikse verlof op 'n *pro rata*-basis soos verdien gedurende die verlof-siklus.
- 7.4 Vakansiegeld sal betaal word in ooreenstemming met die voorwaardes en bepalings van die Vakansiefonds, soos vervat in klousule 11 van hierdie Ooreenkoms.

8. SIEKVERLOF

'n Werknemer is geregtig op een dag siekverlof vir elke voltooide tydperk van vyf (5) weke diens en is verder geregtig op betaling vir sodanige siekverlof in ooreenstemming met die voorwaardes en bepalings van die Mediese Bystandfonds soos vervat in klousule 13 van hierdie Ooreenkoms.

9. GESINSVERANTWOORDELIKHEIDSVLOF

- 9.1 'n Vroulike werknemer is geregtig op 'n minimum van drie (3) en 'n maksimum van vier (4) maande onbetaalde kraamverlof. Sodanige verlof moet opeenvolgend geneem word en begin ten minste vier (4) weke voor die verwagte datum van geboorte. Geen werkgewer mag verwag dat sodanige werknemer binne agt (8) weke na die geboorte weer begin werk nie, tensy 'n mediese praktisyn of vroedvrou sertifiseer dat sy en die baba gereed is daarvoor.
- 9.2 'n Werkgewer sal die werknemer bystaan en help met die invul van enige vorms wat nodig mag wees vir die eis van kraamvoordele ingevolge die Werkloosheidversekeringswet.
- 9.3 'n Werknemer wat 'n doodgebore kind baar of wat 'n baba, jonger as drie maande aanneem, is geregtig op dieselfde voordele soos uiteengesit in subklousule 9.1 hiervoor.
- 9.4 'n Werknemer met ten minste 6 maande diens by 'n werkgewer, is geregtig op 'n maksimum van ses (6) dae onbetaalde gesinsverantwoordelike-verlof per jaar, sonder die verlies van voordele, mits hy/sy redelike bewys tot dien effek aan sy/haar werkgewer kan lewer. Sodanige verlof mag geneem word in geval van die geboorte van 'n werknemer se kind, of indien die werknemer se kind siek is, of indien 'n onmiddellike familie-lid te sterwe kom.

10. WERKLOOSHEIDVERSEKERINGSWET, WET No. 30 VAN 1966

Elke werknemer sal sy/haar werkloosheidversekeringskaart aan sy/haar werkgewer oorhandig en elke werkgewer sal toesien dat elke werknemer oor sodanige kaart beskik. Elke werkgewer sal bydra tot en aftrekkings maak ten opsigte van elke werknemer, soos van tyd tot tyd voorgeskryf deur die Werkloosheidversekeringswet. No. 33/1966, soos gewysig, en sal sodanige bydraes maandeliks aan die betrokke owerheid oorbetaal.

11. ONGURE WEER

- 11.1 'n Werknemer sal, ongeag ongure weer, aanmeld vir diens, waarna die werkgewer sal besluit of daar gewerk gaan word, aldan nie. Werknemers moet vergoed word vir tyd gewerk.
- 11.2 'n Werkgewer moet geskikte skuiling bied op elke bouverseel waarin werknemers skuiling kan soek gedurende ongure weer.

12. BERADING, DISSIPLINÊRE EN GRIEWEPROSEDURES

Alle werkgewers moet oor 'n skriftelike Disiplinêre- en Grieweprosedure in ooreenstemming met die Wet, beskik, alternatiewelik moet die riglyne soos uiteengesit in die Raad se Berading, Dissiplinêre en Grieweprosedures, afskrifte wat by die Raad se kantore bekom kan word.

Werkgewers sal toesien dat alle nuwe werknemers bewus gemaak word van die inhoud van die Dissiplinêre en Grieweprosedures in gebruik, gedurende hul proeftydperk.

13. BEÏNDIGING VAN DIENSKONTRAK

- 13.1 'n Dienskontrak mag slegs beëindig word deur kennisgewing van—

- 13.1.1 twee (2) ure in die geval van 'n werknemer wat vir minder as 65 dae aaneenlopend in 'n werkgewer se diens is;
- 13.1.2 twee (2) werksdae in die geval van 'n werknemer wat vir meer as 65 dae maar minder as 24 maande aaneenlopend in 'n werkgewer se diens is;
- 13.1.3 vyf (5) werksdae in die geval van 'n werknemer wat vir langer as 24 maande aaneenlopend in 'n werkgewer se diens is.

Sodanige kennisgewing sal skriftelik geskied op 'n werksdag en indien die ontvanger daarvan ongeletterd is, moet dit aan hom/haar verduidelik word in 'n taal wat deur hom/haar verstaanbaar is.

- 13.2 Ondanks die bepalings van sub-klousule 13.1, is enige party daarop geregtig om die dienskontrak sonder kennisgewing te beëindig deur betaling van 'n bedrag in plaas van die voorgeskrewe kennisgewingtydperk. Sodanige betaling moet lone sowel as alle ander voordele insluit.
- 13.3 In die geval waar 'n werknemer dros, of nie die voorgeskrewe betaling, in plaas van die kennisgewingtydperk maak nie, en waar die werkgewer dit kan bewys, is die werkgewer daarop geregtig om die toepaslike kennisgewingtydperkbetaling te verhaal uit enige gelde aan die werknemer verskuldig.
- 13.4 In die geval waar kennis van diensbeëindiging gegee is, moet die werkgewer die werknemer toelaat om 15 minute voor die einde van die laaste werksdag, sy/haar gereedskap en persoonlike besittings bymekaar te maak en op te pak.
- 13.5 Die dienskontrak van 'n werknemer kan slegs op grond van wangedrag, onbevoegdheid of weens bedryfsvereistes beëindig word en die werkgewer sal hierin gelei word deur die Goeie Praktykkode soos uiteengesit in Bylae 8 van die Wet.
- 13.6 'n Dienskontrak sal outomaties beëindig word as 'n werknemer sonder die werkgewer se toestemming vir meer as twee (2) agtereenvolgende dae van die werk afwesig is, tensy die werknemer se afwesigheid die gevolg is van omstandighede buite sy/haar beheer.

- 13.7 Wanneer 'n dienskontrak beëindig word, moet die werkgever die werknemer voorsien van alle tersaaklike dokumentasie, insluitende 'n dienssertifikaat en werkloosheidsversekeringskaart wat die werkgever en werknemer se volle besonderhede aandui, sowel as die datum waarop diens aanvaar en beëindig is, asook die loon verdien by diensbeëindiging.
- 13.8 'n Werknemer wat dros is nie geregtig op 'n diens-sertifikaat nie. Sy/haar werkloosheidsversekeringskaart moet egter deur die werkgever geteken en aan hom/haar oorhandig word by die eerste moontlike geleentheid.

14. TYDELIKE ONTSLAG EN PERSONEELVERMINDERING

14.1 TYDELIKE ONTSLAG

- 14.1.1 'n Werkgever is geregtig om op grond van ongeregtige weer, brand, politieke onrus, materiaal-tekort as gevolg van omstandighede buite die werkgever se beheer en 'n tydelike tekort aan werk, werknemers tydelik te ontslaan vir 'n periode van hoogstens 22 werksdae.
- 14.1.2 Die werkgever sal in sodanige geval nie verplig wees om die werknemer te besoldig vir die tydperk van ontslag nie.
- 14.1.3 Die werkgever is verplig om die werknemer se Werkloosheidsversekeringskaart af te teken ten einde hom/haar in staat te stel om werkloosheidsvoordele te eis. Die werknemer moet die kaart aan die werkgever terughandig sodra hy/sy weer diens hervat.
- 14.1.4 Indien die werkgever nie in staat is om die werknemer toe te laat om diens te hervat nie, sal die werknemer die keuse gegee word om volgens subklousule 14.2 hiervan afgeleë te word, alternatiewelik vir 'n verdere periode van 22 werksdae tydelik ontstaan te word.
- 14.1.5 Geen werkgever mag as 'n dissiplinêre maatregel 'n werknemer eensydig uit die werk vir enige tydperk ontslaan nie.

14.2 PERSONEELVERMINDERING

- 14.2.1 'n Werkgever wat beoog om personeel af te lê as gevolg van bedryfsvereistes, moet nie later nie as tien (10) werksdae voor die beoogde datum van kennis om die werknemer se dienste te beëindig, die betrokke vakbond, alternatiewelik die werksplekforum, alternatiewelik die geaffekteerde werknemers, skriftelik van die werkgever se voornemens om af te lê, in kennis stel.
- 14.2.2 Die werkgever moet die redes vir aflegging, opsies wat die werkgever oorweeg het om die afleggings te vermy, die aantal werknemers en ambagte wat geraak mag word, die siftingskriteria, die kennisgewingperiode, die effektiewe datum en die beoogde skeidingsbetaling, asook enige bystand aan die afgelegdes en moontlikhede van herindiensneming, aan die vakbond, werksplekforum of werknemers bekend maak.
- 14.2.3 Die werkgever moet poog om eenstemmigheid te bereik met die vakbond/werksplekforum/werknemers deur middel van oorlegpleging, voor die verstryking van die tien (10) dae periode waarna in sub-klousule 14.2.1 verwys word. Die werkgever sal egter geregtig wees om met die afleggings voort te gaan, selfs al kan die partye nie eenstemmigheid bereik nie.

14.3 Die werknemer sal te alle tye prosedureel en substantief billik optree.

15. DIENSKONTRAKTE MAG NIE HIERDIE OOREENKOMS VERONTAGSAAM OF DAARVAN AFSTAND DOEN NIE

Ingevolge artikel 199 van die Wet, mag geen werkgever of werknemer 'n dienskontrak aangaan wat voorsiening maak dat 'n werknemer besoldig word of voordele ontvang wat minder is as dié voorgeskryf in hierdie Ooreenkoms, of wat toelaat dat daar onder omstandighede minder voordelig as dié in die Ooreenkoms voorgeskryf, gewerk word nie. Sodanige kontrak sal as ongeldig beskou word.

16. PRIVAATWERK

Geen werknemer mag enige arbeid-alleen of subkontraakteur werk in sy/haar privaat tyd onderneem, sonder die werkgever se uitdruklike skriftelike toestemming nie.

8. VERGOEDING

1. MINIMUM LOON

- 1.1 Die minimum loon betaalbaar aan 'n werknemer in die nywerheid, wat vir 12 maande of langer in 'n betrokke werkgever se diens is, sal soos volg wees:

Kategorie werker	Loon per uur
1.1.1 Vakman	R08,70
1.1.2 Ambagsman.....	R05,40
1.1.3 Werker met gespesifiseerde vaardighede/Uitrustingsbediener.....	R04,50
1.1.4 Algemene werker	R03,60

- 1.2 Werknemers met minder as 12 maande diens by 'n betrokke werkgewer, mag minder betaal word as die lone voorgeskryf in subklousule 8.1.1, mits—

1.2.1 dit nie minder is nie as $7\frac{1}{2}\%$ laer as die voorgeskrewe minimum loon van 'n algemene werker nie; en

1.2.2 dit nie minder is nie as 30% laer as die voorgeskrewe minimum loon van alle ander kategorieë werkers nie; en verder op voorwaarde dat die werkgewer die werknemer vergoed vir laasgenoemde se bydraes tot die onderskeie fondse ingevolge hierdie ooreenkoms, deur beide die werkgewer en die werknemer se bydraes tot gemelde fondse aan die Raad oor te betaal.

1.3 LOS WERKERS/GEREELDE DAGWERKER

'n Werkgewer sal 'n los werker of 'n gereelde dagwerker minstens die voorgeskrewe minimum-loon, PLUS 10%, betaal vir elke uur of gedeelte daarvan deur hom/haar gewerk op enige dag anders as 'n betaalde vakansiedag of Sondae.

- 1.4 Niks verhinder 'n werkgewer om meer as die loon soos voorgeskryf in subklousule 1.1 te betaal nie, met dien verstande dat geen party tot hierdie Ooreenkoms daarop geregtig is om nywerheidsoptrede te gebruik om 'n werkgewer te dwing om meer as die minimum loon te betaal nie.

2. OORTYDBETALING

- 2.1 'n Werknemer is op die volgende betaling geregtig ten opsigte van oortyd gewerk wat meer as een uur van die normale werksure, oorskry:

<i>Dae gewerk</i>	<i>Veelvoud van minimum loon</i>
Maande tot Saterdag, voor 12:00	Tyd en 'n derde ($1\frac{1}{3}$)
Saterdag na 12:00, Sondae en statutêre openbare vakansiedae	Tyd en 'n half ($1\frac{1}{2}$)

- 2.2 'n Werkgewer en werknemer mag gesamentlik en skriftelik ooreenkom dat betaalde werkstyl ter waarde van die oortyd gewerk, afgevat kan word.

3. STUKWERK

Besoldiging wat uitsluitlik bereken word op die hoeveelheid werk wat verrig of gelewer word mag nie minder wees as die loon verdien vir gewone ure gewerk nie.

4. VAKANSIEGELD

Vakansiegeld vorm deel van die voordeel-bydraes soos uiteengesit in klousule 11 hiervan en sal dienoreenkomstig uitbetaal word.

5. TOELAE

5.1 AFWESIGHEIDSTOELAAG

'n Werknemer van wie dit verwag word om weg van sy/haar gewone woonplek te werk en wie nie na afloop van elke werksdag huis toe kan gaan nie, moet 'n afwesigheidstoelaag van R10,00 per dag ontvang vir elke nag wat hy weg is van sy gewone woonplek.

5.2 AKKOMMODASIE

'n Werknemer van wie dit verwag word om weg van sy/haar gewone woonplek te werk, moet voorsien word van toepaslike slaapakkommodasie, alternatiewelik moet die werknemer betaling in die plek van slaapakkommodasie ontvang.

5.3 KOSTOELAAG

'n Werknemer van wie dit verwag word om weg van sy/haar gewone woonplek te werk, moet voorsien word van 'n kostoelaag soos tussen die werkgewer en die werknemer ooreengekom mag word.

5.4 VERVOER

5.4.1 'n Werkgewer moet geskikte en veilige vervoer na en van die werksplek voorsien indien sodanige werksplek weg is van die werknemer se gewone werksplek, alternatiewelik moet die werknemer betaling in plaas van sodanige vervoer ontvang.

5.4.2 'n Werknemer wat gedurende gewone werksure reis, sal slegs vergoed word vir tyd werklik gewerk.

5.5 NAGWERK

'n Werkgewer wat van 'n werknemer verwag om nagwerk te verrig (tussen 18:00 en 06:00), anders as normale oortyd, moet 'n nagwerktoelaag gelykstaande aan 10% van die werknemer se uurlike loon, aan sodanige werknemer betaal.

6. MEDIUM EN LANGTERMYN VOORDELE

- 6.1 'n Werknemer sal vir alle voordele in terme van die Pensioen- of Voorsorgfonds, Begrafnisfonds, Mediese Bystandfonds, Vakansiefonds en Spaarfonds kwalifiseer ingevolge die voorskrifte van sodanige fondse soos uiteengesit in hierdie Ooreenkoms, na voltooiing van vier (4) weke aaneenlopende diens by 'n werkgewer (die "proeftydperk").
- 6.2 'n Werknemer wie sy/haar proeftydperk van vier (4) weke voltooi het, sal nie vir sy/haar medium en langtermyn voordele soos uiteengesit in subklousule 6.1 voormeld, kwalifiseer nie, tensy hy/sy 40 ure of meer vir sy/haar werkgewer gewerk het, humanitêre, gesinsverantwoordelike verloop en toestemming vir verloop inaggenome.
- 6.3 Sodanige medium en langtermyn voordele sal geag word deel van die werknemer se besoldiging te wees. Die werkgewer is verplig om sodanige bydraes soos voorgeskryf tot die fondse te maak en die bydraes van die werknemer se loon af te trek, welke aftrekkings die werknemer verplig is om toe te laat.
- 6.4 'n Werkgewer moet alle bydraes tot, en bydraes afgetrek van die werknemers se besoldiging, ten opsigte van die verskeie fondse, op 'n weeklikse, twee-weeklikse of maandelikse basis aan die Raad oorbetal, afhangende van die werkgewer se betaling-siklus, en sal die werkgewer geregtig wees op 'n kwitansie as bewys van betaling.
- 6.5 Werkgewers en werknemers sal gesamentlik en afsonderlik verseker dat alle bydraes tot die verskeie fondse oorbetal is alvorens enige eis teen enige sodanige fondse deur die Raad oorweeg kan word.

7. AANSPORINGSKEMAS**7.1 JAARLIKSE BONUSSE**

Werknemers wat 48 bydraes tot hul voordeel in 'n betrokke finansiële jaar verdien het, sal op die laaste werksdag in Desember op 'n bonus gelykstaande aan twee (2) weke se lone geregtig wees.

7.2 LANGDIENSTOEKENINGS

Werknemers wat vir tien (10) jaar of langer in 'n betrokke werkgewer se diens is, sal 'n eenmalige 10% loonaanpassing ontvang as erkenning vir lojale diens.

8. LOONWAARBORG

- 8.1 Elke werkgewer in die nywerheid moet binne sewe (7) dae vanaf die datum waarop hy tot die nywerheid toegetree het, aan die Raad 'n waarborg voorlê wat vir die Raad aanvaarbaar is, om die betaling van lone en alle ander finansiële verpligtinge waarvoor die werkgewer kragtens hierdie Ooreenkoms aanspreeklik is, vir 'n periode van twee (2) weke te dek.
- 8.2 Die Raad het die bevoegdheid om 'n werkgewer aan te sê om 'n opgawe in te dien, in die vorm en op die wyse deur die Raad gespesifiseer, wat die totale getal werknemers in diens van die werkgewer aantoon.
- 8.3 Waar 'n waarborg wat deur 'n werkgewer ingedien word, na die mening van die Raad onvoldoende is om die betaling van twee weke se lone en voordele te dek, moet die werkgewer op versoek van die Raad die bedrag van sodanige waarborg verhoog tot 'n bedrag wat voldoende is om sodanige betaling te dek.
- 8.4 Insgelyks moet die Raad 'n werkgewer toelaat om die bedrag van sodanige waarborg te verminder indien 'n vermindering in die getal werknemers wat in diens is sodanige vermindering regverdig: Met dien verstande dat die bedrag van sodanige waarborg op enige bepaalde tyd nie minder as R500,00 mag wees nie.
- 8.5 Die Raad moet die waarborg aan die betrokke werkgewer teruglewer, nadat die Raad skriftelik in kennis gestel is dat bouwerkzaamhede gestaak is.
- 8.6 Die Sekretaris moet 'n register byhou van alle werkgewers in subklousule 8.7.1 bedoel.

9. LOONBETALINGSPROSEDURES**1. BETALING VAN LONE**

- 1.1 'n Werknemer moet sy/haar loon ontvang op 'n tyd en plek soos bepaal deur sy werkgewer, met dien verstande dat die betaling gemaak word—
 - 1.1.1 in weeklikse, twee-weeklikse of maandelikse tussenposes, soos die geval mag wees;
 - 1.1.2 in Suid-Afrikaanse geldeenheide, in kontant, per tjek of deur middel van 'n elektroniese bankoorsending, soos die geval mag wees;
 - 1.1.3 nie later nie as sluitingstyd op die laaste werksdag van elke betaal-tydperk.
- 1.2 Met die uitsondering van die betaling deur middel van elektroniese bankoorsending, moet die werknemer se loon aan hom/haar betaal word op die terrein waar hy/sy in diens is, of by die kantoor of werkswinkel van die werkgewer.
- 1.3 'n Werknemer wie se diens beëindig word, moet die toepaslike loon en alle ander voordele waarop hy/sy geregtig is, ontvang voor of op die einde van die werksdag van diens beëindiging.

- 1.4 'n Werknemer wat uit eie beweging sy/haar diens by die werkgewer beëindig, moet die toepaslike loon en alle ander voordele waarop hy/sy geregtig is, ontvang voor of op die eerste betaaldag na diens beëindiging.
- 1.5 Elke werkgewer moet aan elkeen van sy werknemers 'n betaalstrokie/-koevert voorsien wat die werkgewer se naam, die naam en beroep van die werknemer, die tydperk ten opsigte waarvan betaling gemaak word, die werknemer se betaalnومer, die berekening van die bruto besoldiging, oortydbetalings, aftrekkings, toelae en netto besoldiging aandui.
- 1.6 Alle betalings wat in kontant gemaak word, moet in 'n verseëelde koevert wees.
- 1.7 'n Werkgewer moet, op versoek van die werknemer, hom/haar voorsien van bewys dat die bydraes tot die verskeie medium en langtermyn voordefondse wel aan die Raad oorbetal is, en wel binne veertien (14) dae na so 'n versoek.
- 1.8 Ingevolge artikel 199 (1) (a) van die Wet, mag 'n werknemer nie 'n werknemer laer besoldig as wat in hierdie Ooreenkoms voorgeskryf word nie.

2. AFTREKKINGS

- 2.1 'n Werkgewer is geregtig om aftrekkings van 'n werknemer se lone te maak—

- 2.1.1 ten opsigte van die Pensioen/Voorsorgfonds (klousule 12), Mediese Bystandfonds (klousule 13), Vakansiefonds (klousule 11), Spaarfonds (klousule 16), Vakbondledegelde (subklousule 18.2) en Raadsheffings (klousule 22), soos voorgeskryf deur die onderskeie fondse;
- 2.1.2 indien hy/sy wetlik daartoe geregtig of verplig is; en
- 2.1.3 indien die werknemer die werkgewer skriftelik daartoe gemagtig ten opsigte van enige ander saak, met dien verstande dat sodanige aftrekking of enige leningsterugbetaling nie een-derde van die totale besoldiging verskuldig aan die werknemer op 'n bepaalde betaaldag, sal oorskry nie. Waar 'n dienskontrak beëindig word, sal die werkgewer geregtig wees om die totale bedrag verskuldig ingevolge 'n ooreenkoms, af te trek.

3. REKORDS GEHOU TE WORD

- 3.1 Elke werkgewer moet die volgende rekords vir 'n minimumtydperk van vier (4) jaar hou:
 - 3.1.1 Alle tydstate, loon- en betalingsregisters;
 - 3.1.2 vorms soos vereis deur die S.A. Inkomstediens;
 - 3.1.3 griewe en dissiplinêre rekords en kennisgewings;
 - 3.1.4 'n afskrif van hierdie kollektiewe ooreenkoms en enige wysigings daartoe;
 - 3.1.5 enige arbitrasiebevele; en
 - 3.1.6 besonderhede van enige beskermde of onbeskermde nywerheidsopptrede waarin sy werknemer betrokke was.
- 3.2 Die werkgewer is verplig om gedeeltes van, of al hierdie rekords, in oorspronklike vorm, of gesertifiseerde afskrifte daarvan, op versoek aan die Raad se aangewese agent/e of enige ander persoon wat ingevolge die Wet oor geskilbeslegting en ooreenkomsafdwingsmagte beskik, voor te lê, en is geregtig op 'n kwitansie.

10. VEILIGHEIDSMATREËLS

1. WET OP BEROEPSGESONDHEID EN VEILIGHEID

- 1.1 Elke werkgewer moet redelike voorsorg tref vir veilige en gesonde werksomstandighede op alle bou-terreine en moet sy/haar besigheid op so 'n wyse bestuur dat geen werknemer of lid van die publiek aan enige gevare blootgestel word nie.
- 1.2 Alle werkgewers en werknemers in die nywerheid moet aan die voorskrifte van die Wet op Beroeps-gesondheid en Veiligheid, of enige wysiging daaraan, voldoen.
- 1.3 Elke werkgewer met meer as 50 werknemers in diens, moet toesien dat 'n veiligheidsbeampte op 'n demokratiese wyse verkies word en elke werkgewer met meer as 20 werknemers per bou-terrein, moet toesien dat 'n veiligheidsvertegenwoordiger op so 'n perseel aangewys word.

2. WET OP VERGOEDING VIR BEROEPSBESERINGS EN -SIKTES

Elke werkgewer in die nywerheid moet aan die voorskrifte van die Wet op vergoeding vir beroepsbeserings en -siektes, of enige wysiging daarvan, voldoen. Die doel van hierdie bepaling is om voorsiening te maak dat werknemers wie in normale loop van hul werk beseer of werksverwante siektes opdoen, vir die verlies aan inkomste as gevolg daarvan, vergoed word.

3. BERGING VAN GEREEDSKAP

- 3.1 Daar word van elke Vakman, Ambagsman, Werker met Gespesifiseerde Vaardighede en Vakleerling verwag om te alle tye in besit te wees van sodanige gereedskap as wat nodig mag wees om uitvoering te gee aan die aangewese kategorie van werk ten opsigte waarvan hy/sy geregistreer is en sal daar verder van hom/haar verwag word om sodanige gereedskap te alle tye in goeie werkende toestand te hou.

- 3.2 Elke werknemer moet toesien dat sy/haar gereedskap behoorlik gemerk is en sal sy/haar eie gereedskapkas wat behoorlik gesluit kan word vir die berging van gereedskap, wanneer dit nie in gebruik is nie, voorsien.
- 3.3 Elke werknemer wat die werknemer se gereedskap gebruik, sal persoonlik vir sodanige gereedskap verantwoordelik wees en sal daar van hom/haar verwag word om dit te alle tye in goeie toestand te hou en veilig te bewaar.
- 3.4 Die werkgever moet 'n geskikte en veilige plek vir die berging van sy eie, sowel as sy werknemers se gereedskap op elke terrein voorsien.

4. SKUILING EN ABLUSIEFASILITEITE

4.1 SKUILING

Die werkgever moet geskikte skuiling bied op elke bouterrein waarin werknemers skuiling kan seek gedurende ongunstige weer, soos uiteengesit in klousule 7.11 van hierdie Ooreenkoms.

4.2 ABLUSIEFASILITEITE

Die werkgever moet behoorlike en genoegsame ablusiefasiliteite op elke bouterrein voorsien. Sodanige fasiliteite moet aan die betrokke munisipale regulasies voldoen en moet daagliks geïnspekteer en skoonmaak word ten einde higiëniese toestande te verseker.

5. DIEFSTAL EN DWELM/DRANK MISBRUIK

'n Werknemer wat 'n getuie is van, of kennis dra van, of vermoed dat 'n medewerknemer 'n diefstal pleeg of gepleeg het of onder die invloed van drank of verbode dwelms is of sodanige verbode stowwe gebruik terwyl sodanige medewerknemer aan diens is, is verplig om dit onmiddellik aan sy/haar toesighouer of werkgever te rapporteer, ten einde te help om die veiligheid en orde van die werkplek te verseker.

11. VAKANSIEFONDS

1. Die doel van die Vakansiefonds is om aan kwalifiserende werknemers vakansiebetaling te voorsien vir die jaarlikse verloftydperk soos uiteengesit in subklousule 7.7.
2. Die BOUNYWERHEID VAKANSIEFONDS (hierinlater verwys na as die Vakansiefonds), gestig kragtens 'n ooreenkoms gepubliseer in Goewermentskenningsgewing No. 330 gedateer 1 Maart 1963, word deur hierdie Ooreenkoms voortgesit.
3. 'n Werkgever moet ten opsigte van elke werknemer wat ingevolge subklousule 8.6.2 kwalifiseer, vir elke week wat sodanige werknemer in die werkgever se diens is, 'n bydrae gelykstaande aan 8% van die werknemer se voorgeskrewe loon, tot die Vakansiefonds maak en aan die Raad oorbetaal.
4. Die Raad moet alle bedrae deur hom tot krediet van die Vakansiefonds gehou van tyd tot tyd by 'n bank of erkende finansiële instelling belê. Alle opgelope rente uit sodanige beleggings is die uitsluitlike eiendom van die Raad as vergoeding vir die administrasie van die Vakansiefonds.
5. Ondanks die bepalings van subklousule 11.4, is die betrokke werkgeversorganisasie geregtig op alle rente verdien op betalings gedoen deur lede van die betrokke werkgeversorganisasie, welke rente jaarliks deur die Raad, na voltooiing van 'n behoorlike audit en na aftrekking van 'n 5% invorderings- en administratiewe heffing verskuldig aan die Raad, aan die werkgeversorganisasie oorbetaal moet word.
6. Elke werknemer moet binne die eerste week in November elke jaar, sy/haar registrasiekaart by die Raad inruil vir 'n kwitansie. Die Raad sal nie verplig wees om enige betaling ten opsigte van enige Vakansiefondsvoordele te maak indien hy nie in besit van 'n registrasiekaart gestel word nie.
7. Eise wat later as drie (3) maande ná die datum in subklousule 11.6 vermeld, ingedien word, moet vergesel wees van skriftelike redes vir die laat indiening van die eis. Die Raad sal in sy uitsluitlike diskresie die reg hê om sodanige betaling, op 'n datum deur die Raad bepaal te word, te magtig.
8. Na verloop van 'n tydperk van drie (3) jaar ná uitbetaling van alle eise teen die Vakansiefonds, insluitende administratiewe uitgawes, sal die oorblywende fondse tot krediet van die fonds, insluitende onopgeëide vakansiefonds-voordele, die algemene fondse van die Raad toeval. Die Raad moet egter alle eise om betaling oorweeg wat ná genoemde tydperk ingedien word en kan na goeddunke magtiging vir die betaling daarvan verleen.
9. Die Raad sal by wyse van 'n tjek vakansiefondsvoordele aan werknemers wie daarop geregtig is, uitbetaal en wel op 'n datum soos bepaal deur die Raad, welke datum nie later sal wees as die dag voor die aanvang van die bouersvakansie nie. Geen opdrag of magtiging vir betaling aan 'n derde persoon sal erken word, tensy skriftelik deur die werknemer self gemagtig.
10. 'n Werknemer sal nie geregtig wees om sy vakansiefondsvoordele te eis voor die dag soos in subklousule 11.7 voormeld voorgeskryf nie. Die Raad het egter die reg om sodanige betaling per tjek te magtig by ontvangs van die werknemer se registrasie-sertifikaat indien die werknemer tot sterwe kom en wel ten gunste van sodanige werknemer se gunstigste of boedel.

11. Ingeval hierdie Ooreenkoms deur tydsverloop verstryk of om 'n ander rede beëindig word, moet die Vakansiefonds verder deur die Raad geadministreer word totdat dit óf gelikwieder óf deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Vakansiefonds in die lewe geroep is.
12. 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 werknemer-verteenwoordigers. In die geval waar sodanige komitee nie in staat is om sy pligte om enige rede na te kom nie, moet die partye 'n trustees of trustees aanstel om die pligte van die komitee te vervul, en vir hierdie doel het sodanige trustees dieselfde magte as die komitee.
13. In die geval waar daar geen Raad bestaan ten tyde van die verstryking van hierdie Ooreenkoms nie, moet die Vakansiefonds gelikwieder word deur die komitee of trustee soos aangestel ingevolge subklousule 12.
14. In die geval van die likwidasië van die Vakansiefonds ingevolge subklousules 12 of 13, moet die oorblywende gedeelte van die gelde, na die betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en die likwidasië-uitgawes, oorbetaal word in die algemene fonds van die Raad. In die geval waar die Raad gesluit is voor die likwidasië van die Vakansiefonds, moet die oorblywende gelde eweredig verdeel word tussen die partye by die Raad, soos hulle bestaan het onmiddellik voor die ontbinding.

12. PENSIOEN- EN VOORSORGFONDSE

1. PENSIOENFONDS

- 1.1 Die oogmerke van die KROONSTAD BOUINDUSTRIË PENSIOENFONDS (hierinlater verwys na as die "pensioenfonds") is om kwalifiserende vakmante te voorsien van aftrede-, sterfte-, ongeskiktheids-, onttrekkings en begrafnisvoordele.
- 1.2 Die pensioenfonds soos beding met Fedsure Life Assurance Limited (Registrasienommer 05/17130/06), wat op 19 Desember 1966 (Sertifikaat No. 8929, gedateer 8 Augustus 1967), 'n aanvang geneem het, word hiermee voortgesit en kopieë van dokumente wat breedvoerige besonderhede van die pensioenfonds bevat, sal by die Direkteur-generaal: Departement Arbeid, geliasseer word.
- 1.3 Die Raad moet van tyd tot tyd twee verteenwoordigers uit elke party aanwys om die raad in Fedlife Assurance Limited se Raad van Trustees te verteenwoordig.
- 1.4 Lidmaatskap van die pensioenfonds is verpligtend vir alle werknemers vir wie lone in subklousule 8.1.1.1 van hierdie Ooreenkoms voorgeskryf word.
- 1.5 Pensioenfondsvoordele mag nie oorgedra of gesedeer word nie. Indien 'n werknemer ingevolge die reëls van die fonds kwalifiseer, mag hy/sy 'n bedrag teen die afkoopwaarde van die fonds leen, soos deur die fonds toegelaat, vir die uitsluitlike doel om vaste eiendom in sy/haar eie naam aan te koop of op te knap.
- 1.6 'n Bedrag gelykstaande aan 7% van die vakman se weeklikse minimum voorgeskrewe loon, bereken op 'n 44 uur werkweek, moet afgetrek word en 'n gelyke bedrag sal deur die werkgewer tot die pensioenfonds bygedra word.
- 1.7 'n Werknemer moet 30c per week bydra tot die Begrafnisfonds wat deel uitmaak van die pensioenfonds en die werkgewer moet dit weekliks van die werknemer aftrek en aan die fonds oorbetaal.
- 1.8 Bydraes sal weekliks, twee-weekliks of maandeliks, na gelang van die betalingsiklus, deur die werkgewer aan die Raad oorbetaal word, en die Raad sal dit dan weer op 'n maandelikse basis aan Fedsure Life Assurance Limited oorbetaal. Die Raad sal op 'n 5% invorderingsheffing geregtig wees ten einde sy administratiewe kostes te dek.
- 1.9 Die Raad moet 'n kwitansie uitreik vir bydraes ontvang, welke kwitansie 'n saamgestelde bewysstuk mag wees vir alle ander bydraes vir werknemers ontvang.
- 1.10 'n Werknemer moet, menslikheidsverlof en toestemming tot afwesigheid inaggenome, 40 ure in 'n week werk om vir sy/haar bystand ingevolge hierdie klousule te kwalifiseer.
- 1.11 'n Werknemer kan 12 maande nadat hy/sy die nywerheid verlaat het, aansoek doen om die afkoopwaarde-betaling van sy/haar Pensioenfondsbysdraes.

2. VOORSORGFONDS

- 2.1 Die oogmerke van die KROONSTAD BOUINDUSTRIË VOORSORGFONDS (hierinlater verwys na as die "voorsorgfonds") is om kwalifiserende werknemers (uitgesluit vakmante) te voorsien van aftrede-, sterfte-, ongeskiktheids-, onttrekkings- en begrafnisvoordele.
- 2.2 Die voorsorgfonds soos beding met Fedsure Life Assurance Limited (Registrasienommer 05/17130/06), wat op 1 November 1989 (Sertifikaat No. 26600 gedateer 21 September 1990), 'n aanvang geneem het, word hiermee voortgesit en kopieë van dokumente wat breedvoerige besonderhede van die voorsorgfonds bevat, sal by die Direkteur-generaal: Departement Arbeid, geliasseer word.
- 2.3 Die Raad moet van tyd tot tyd twee verteenwoordigers uit elke party aanwys om die raad in Fedlife Assurance Limited se Raad van Trustees te verteenwoordig.

- 2.4 Lidmaatskap van die voorsorgfonds is verpligtend vir alle werknemers vir wie lone in subklousules 8.1.1.2, 8.1.1.3 en 8.1.1.4 van hierdie Ooreenkoms voorgeskryf word.
- 2.5 Voorsorgfondsvoordele mag nie oorgedra of gesedeer word nie. Indien 'n werknemer ingevolge die reëls van die fonds kwalifiseer, mag hy/sy 'n bedrag teen die afkoopwaarde van die fonds leen, soos deur die fonds toegelaat, vir die uitsluitlike doel om vaste eiendom in sy/haar eie naam aan te koop of op te knap.
- 2.6 'n Bedrag gelykstaande aan 3% van die vakman se weeklikse minimum voorgeskrewe loon, bereken op 'n 44 uur werkweek, moet afgetrek word en 'n gelyke bedrag sal deur die werkgever tot die voorsorgfonds bygedra word.
- 2.7 'n Werknemer moet 30c per week bydra tot die Begrafnisfonds wat deel uitmaak van die voorsorgfonds en die werkgever moet dit weekliks van die werknemer aftrek en aan die fonds oorbetaal.
- 2.8 Bydraes sal weekliks, twee-weekliks of maandeliks, na gelang van die betalingsiklus, deur die werkgever aan die Raad oorbetaal word, en die Raad moet dit dan weer op 'n maandelikse basis aan Fedsure Life Assurance Limited oorbetaal. Die Raad sal op 'n 5% invorderingsheffing geregtig wees ten einde sy administratiewe kostes te dek.
- 2.9 Die Raad sal 'n kwitansie uitreik vir bydraes ontvang, welke kwitansie 'n saamgestelde bewysstuk mag wees vir alle ander bydraes vir werknemers ontvang.
- 2.10 'n Werknemer moet, menslikheidsverlof en toestemming tot afwesigheid inaggenome, 40 ure in 'n week werk om vir sy/haar bystand ingevolge hierdie klousule te kwalifiseer.
- 2.11 'n Werknemer kan 12 maande nadat hy/sy die nywerheid verlaat het, aansoek doen om die afkoopwaardebetaling van sy/haar voorsorgfondsbydraes.

13. MEDIESE BYSTANDFONDS

1. Die oogmerke van die MEDIESE BYSTANDFONDS (hierinlater verwys na as die "bystandfonds") is om kwalifiserende werknemers by te staan met mediese uitgawes en verlies aan verdienste veroorsaak deur siekte.
2. Die bystandfonds wat op 1 Maart 1963 onder Goewermentskennisgewing No. 330 'n aanvang geneem het, word hiermee voortgesit.
3. 'n Werkgever moet 'n bedrag gelykstaande aan 1% van 'n werknemer se voorgeskrewe minimum loon aftrek en 'n gelyke bedrag bydra en dit aan die raad oorbetaal, vir elke werknemer wat ingevolge subklousule 8.6.2 daarvoor kwalifiseer.
4. Bydraes moet weekliks, twee-weekliks of maandeliks, afhangende van die betaling-siklus, deur die werkgever aan die Raad oorbetaal word, wie dit weer maandeliks aan die bystandfonds sal oorbetaal. Die Raad is geregtig op 'n 5% invorderingsheffing ten einde sy administratiewe kostes te dek en is ook geregtig op vergoeding vir enige ander uitgawes aangegaan in die administrasie van die bystandfonds.
5. Vir die doel van hierdie klousule sal 'n mediese praktisyn beteken wat as sulks by die Mediese en Tandheekkundige Raad van Suid-Afrika geregistreer is.

6. MEDIESE VOORDELE

- 6.1 'n Werknemer met ten minste 26 bydraes in die onmiddellike siklus van 30 weke voor 'n eis, is geregtig om voordele ten opsigte van mediese uitgawes vir hom-/haarself en sy/haar onmiddellike familie en afhanklikes te eis.
- 6.2 Alle mediese praktisyns-, hospitaal, tandarts en ander mediese diensverskaffers se rekenings moet eers ten volle deur die werknemer betaal word. 'n Gespesifiseerde mediese rekening, tesame met bewys van betaling, moet saam met die eisvorm soos van tyd tot tyd deur die Raad gespesifiseer, by die Raad ingedien word.
- 6.3 Eise sal nie ten opsigte van die volgende uitbetaal word nie:
 - 6.3.1 Eise voortspruitend uit die werknemer se eie wangedrag of nalatigheid;
 - 6.3.2 eise wat onderhewig is aan vergoeding ingevolge die Wet op Beroepsbeserings en -Siektes, 1993, of enige ander mediese fonds of ander bron hoegenaamd;
 - 6.3.3 eise voortspruitend uit 'n siekte, abnormaliteit of onstabielheid waaraan die lid of sy/haar afhanklike gely het by die aanvang van lidmaatskap;
 - 6.3.4 vakansies vir herstel-doeleindes;
 - 6.3.5 eise wat nie medies noodsaaklik geag word nie, insluitende plastiese chirurgie of om skoonheids of soortgelyke redes;
 - 6.3.6 die verskaffing van brilrame, verdonkering/tint van lense, kunstande, kunsledemate of -toestelle, tensy deur 'n praktisyn voorgeskryf;
 - 6.3.7 nie-voorgeskrewe of patente-medisyne;
 - 6.3.8 die koste van spesialis-dienste, tensy deur 'n algemene praktisyn verwys;
 - 6.3.9 eise wat ontstaan vanweë onluste, stakings, burgerlike oproer of oorlog;

6.3.10 reistoelaes, insluitende ambulansfooie;

6.3.11 twintig persent (20%) van die koste van alle medisyne toeberei deur aptekers of geneeshere.

6.4 'n Werknemer wat ingevolge subklousule 13.4.1 vir voordele kwalifiseer, mag in 'n enkele finansiële jaar bystand eis van hoogstens die bedrag wat volgens die volgende formule bereken moet word:

Weeklikse premie X 49 weke X 3.055.

7. SIEKTEVOORDELE

- 7.1 'n Werknemer met ten minste 26 bydraes in die onmiddellike siklus van 30 weke voor 'n eis, is geregtig om siekte-voordele ten opsigte van homself/haarself te eis.
- 7.2 'n Werknemer wat as gevolg van siekte of 'n ongeluk ongeskik is vir werk vir 'n periode langer as twee (2) aaneenlopende dae, sal geregtig wees op siektevoordele, vanaf dag een en vir werksdae alleenlik, by die indien van 'n eis op 'n voorgeskrewe eisvorm, vergesel van 'n mediese sertifikaat, in ooreenstemming met die volgende bepalinge:
 - 7.2.1 Binne die siklus van een (1) jaar waarbinne die werknemer onbevoeg geraak het vir werk, sal hy/sy geregtig wees op 45% bereken op die lone soos voorgeskryf in sub-klousule 8.1 hiervan, vir 'n periode wat nie 65 werksdae oorskry nie en daarna 22,5% bereken op die lone soos voorgeskryf in sub-klousule 8.1 hiervan, vir 'n periode wat nie 65 werksdae oorskry nie.
 - 7.2.2 Die Raad mag van tyd tot tyd 'n mediese verslag, alternatiewelik 'n tweede mediese opinie aanvra van iemand anders as die werknemer se geneesheer.
 - 7.2.3 Ingeval die werknemer aan die einde van die 130 dae waarna in sub-klousule 13.7.2.1 verwys word, steeds ongeskik is vir werk, sal hy ophou om op siektevoordele geregtig te wees en indien 'n mediese praktisyn hom/haar permanent ongeskik verklaar vir toekomstige werk, sal hy/sy vir spesiale permanente ongeskiktheidsbystand aansoek kan doen, indien hy/sy kwalifiseer, moet hy/sy verder by sy/haar pensioen/voorsorgfonds aansoek doen vir ongeskiktheidsvoordele.
 - 7.2.4 Indien 'n mediese praktisyn van mening is dat die werknemer steeds nie in staat is om sy/haar werk te verrig nie, sal sodanige werknemer siektevoordele teen die koers van 12% bereken op lone voorgeskryf in sub-klousule 8.1, ontvang ten opsigte van elke werksdag tot aan die einde van die eerste siklus van een jaar vanaf die datum waarop hy/sy ongeskik geraak het vir werk.
- 7.3 Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is 'n lid nie op siektevoordele geregtig nie, indien hy/sy—
 - 7.3.1 periodieke betalings ontvang in terme van die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993;
 - 7.3.2 aan alkoholisme, verslaafdheid aan verdowingsmiddels of die gevolge daarvan ly, of ongeskik is weens siekte wat aan sy/haar eie nalatigheid of wangedrag te wyte is;
 - 7.3.3 versuim of weier om die opdragte van 'n mediese praktisyn na te kom, of indien laasgenoemde meen dat die werknemer deur eie moedswillige optrede sy/haar toestand vererger of sy/haar herstel vertraag het.

8. SPESIALE PERMANENTE ONGESKIKTHEIDSBYSTAND

- 8.1 'n Werknemer wat ophou om vir siektevoordele ingevolge hierdie klousule te kwalifiseer, mag vir permanente ongeskiktheidsbystand aansoek doen, mits hy/sy 26 bydraes in die onmiddellike siklus van 30 weke voor hy permanent ongeskik geraak het om te werk gemaak het en mits hy/sy 'n lid van die fonds is vir drie (3) jaar of langer.
- 8.2 Aansoeke van werknemers, uitgesonderd gevalle wat deur die Wet op Vergoeding vir Beroepsbeserings en -siektes gedek word, wat nie langer in staat is om hulle ambag of werk te beoefen nie as gevolg van 'n besering, verlies aan sig of fisiese ongeskiktheid, met inbegrip van ongeskiktheid weens ouderdom, sal oorweeg word.
- 8.3 Aansoeke moet op 'n amptelike vorm gedoen word en saam met 'n mediese verslag voorgelê word. Applikante moet, indien dit van hulle vereis word, hulle verder laat ondersoek deur 'n mediese praktisyn of spesialis wat deur die Raad benoem is.
- 8.4 Die omvang van die bystand word gegrond op die applikant se potensiële verdienvermoë, as daar is, buite die nywerheid en op die jare diens in die nywerheid, maar mag hoogstens R220,00 per jaar en vir hoogstens drie jaar per lid wees.
- 8.5 Betalings wat kragtens hierdie sub-klousule geskied, is *ex gratia* en geskied behoudens die uitsluitlike diskresie van die Raad of sy bestuurskomitee. Enige beslissing van die Raad sal finaal wees en sal die Raad nie verplig wees om redes vir 'n beslissing te verstrek nie.

9. ADMINISTRASIE VAN BYSTANDSFONDS

- 9.1 Die bystandsfonds sal deur die Raad of alternatiewelik 'n bestuurskomitee aangestel deur die Raad, geadministreer word.
- 9.2 Alle uitbetalings van eise teen die bystandsfonds, uitgawes van die bystandsfonds sowel as die wyse waarop fondse tot krediet van die bystandsfonds belê word, moet deur die Raad of sy bestuurskomitee, in sy uitsluitlike diskresie, goedgekeur en bekragtig word.
- 9.3 Die Raad moet toesien dat behoorlike boeke en rekords gehou word in ooreenstemming met aanvaarde rekeningkundige praktyke en moet ook toesien dat 'n jaarlikse oudit gedoen word in ooreenstemming met die voorskrifte van artikel 53 van die Wet, sowel as die Raad se Grondwet.

14. OPLEIDINGSFONDS

1. Elke werknemer moet toegang tot opleiding hê ten einde te verseker dat hy/sy na verwagting kan presteer en sy/haar produktiwiteit kan verbeter.
2. Die Raad onderskryf en steun die stigting en voortsetting van die OPLEIDINGSKEMA VIR DIE BOUNYWERHEID (ingestel deur die Bouindustrie Federasie (Suid-Afrika), ingevolge Goewermmentskennisgewing No. R. 1948 van 11 September 1987, kragtens die Wet op M annekragopleiding, 56/1981, soos gewysig) en magtig hiermee, vir die doel om die oogmerke te implementeer wat in die Grondwet van genoemde Opleidingskema uiteengesit word, die insameling van bydraes ooreenkomstig die prosedures soos voorgeskryf en bereken teen 1,5% van die bruto weeklikse lone betaal deur 'n werkgever.

15. SPAARFONDS

1. 'n Werkgever moet weekliks 'n bedrag van R2,50 van 'n werknemer se loon aftrek wat ingevolge subklousule 8.6.2 vir voordele kwalifiseer.
2. Bedrae wat ingevolge subklousule 15.1 afgetrek word, moet weekliks aan die Raad oorbetaal word en namens die werknemers deur die Raad in 'n spesiale spaarfonds-rekening gehou word.
3. Die bedrag tot krediet van die werknemer moet saam met sy/haar vakansiefondsvoordeel gedurende Desember aan hom/haar uitbetaal word, min die bedrag wat met magtiging van die werknemer as ledegeld aan die vakbond betaal moet word.

16. WERKGEWERSREGTE**1. KLEIN EN MEDIUM SAKEONDERNEMINGS**

- 1.1 Klein en medium sakeondernemings wat nie lid is nie van die werkgewerorganisasie wat party/e tot hierdie Raad is, mag aansoek doen om vrystelling ingevolge klousule 24 hiervan.
- 1.2 Klein en medium sakeondernemings wat lid is van 'n geregistreerde werkgewerorganisasie mag aansoek doen vir waarnemer-status tydens Raadsvergaderings en mag insette en aanbevelings aan die Raad doen rakende aangeleenthede waaroor daar onderhandel word.

2. WERKGEWERSVERENIGING LEDEGELDE

- 2.1 Elke werkgewer wat lid van die werkgewerorganisasie is, moet 'n bedrag soos van tyd tot tyd deur die werkgewersorganisasie/s voorgeskryf, aan die Raad oorbetaal.
- 2.2 Die Raad moet alle bedrae gevorder maandeliks aan die werkgewerorganisasie oorbetaal, na aftrekking van 'n 5% invorderingsheffing, welke heffing die Raad se algemene fondse sal toeval.

3. WERKGEWERS-REGTE BINNE DIE ARBEIDSVERHOUDING

'n Werkgever mag 'n werknemer in diens neem wie hy/sy meen vir 'n betrokke werk op grond van kwalifikasies en ondervinding geskik is en mag van so 'n werknemer verwag om—

- 3.1 betyds vir werk aan te meld en eerlik en ywerig sy/haar skof te begin en te voltooi;
- 3.2 redelike instruksies aan hom/haar in die normale uitvoer van sy/haar werk uit te voer;
- 3.3 eerlik met die eiendom van die werkgewer te handel; en
- 3.4 die werkgewer se gesag te erken asook die reg om redelike beheer en dissipline oor die wyse waarop 'n werknemer sy/haar pligte uitvoer, uit te oefen.

17. VAKBONDREGTE**1. VAKBOND ORGANISATORIESE REGTE/TOEGANG TOT DIE WERKSPEL**

Vakbond-verteenwoordigers sal in die gewone uitvoering van hulle pligte toegang hê tot alle boupersone en werksplekke gedurende normale werksure maar sal nie toegelaat word om met die werksverrigting van werknemers in te meng, sonder dat die werkgewer of sy/haar behoorlik gemagtigde verteenwoordiger se toestemming vooraf verkry is nie, welke toestemming nie onredelik weerhou mag word nie.

2. VAKBOND LIDMAATSKAPGELDE

Elke vakbond wat 'n party tot die raad is, moet skriftelike bewys van lidmaatskap van elke werknemer wat lid van die vakbond is, aan die Raad lewer, welke bewys 'n jaarlikse lys van lede wie se lededgeld opbetaald is, moet insluit.

2.2 'n Werkgewer moet 'n bedrag van R2,50 per week van 'n werknemer, wat ingevolge subklousule 8.6.2 kwalifiseer, aftrek en aan die Raad oorbetaal tot krediet van die Spaarfonds waarna in klousule 15 hiervan verwys word.

2.3 Die Raad sal die volgende bedrae van werknemers wat lid van die volgende vakbond is en wat ingevolge subklousule 8.6.2 kwalifiseer, se weeklikse spaarfondsvoordele aftrek:

'n Werknemer wat 'n lid van die AMALGAMATED UNION OF BUILDING TRADE WORKERS OF SOUTH AFRICA is, 'n bedrag van R2,50.

2.4 Die Raad moet maandeliks die bedrae gevorder ten opsigte van vakbondlededgelde, min 'n invorderingsheffing van 5% wat die Raad se algemene fondse sal toeval, aan die onderskeie vakbond oorbetaal.

3. WERKSPELKFORUMS

3.1 'n Vakbond wat die meerderheid werknemers in 'n werksplek verteenwoordig waar 'n 100 of meer mense werk, mag aansoek doen vir die instelling van 'n werkplekforum en moet so 'n werkplekforum bedryf in ooreenstemming met Hoofstuk V (artikels 78-94) van die Wet.

3.2 So 'n werkplekforum sal nie kollektiewe bedinging vervang, of ondermyn nie en geen loonverwante aangeleentheid mag daarop hanteer word nie.

3.3 'n Werkplekforum se hoofdoel is om die belange van alle werknemers in die werkplek asook effektiwiteit en produktiwiteit te bevorder en deur middel van deelnemende bestuur met die werkgewer oor sekere aspekte te konsulteer.

18. AANGEWESSE AGENTE

1. Die Minister mag ingevolge artikel 33 (1) van die Wet een of meer persone as aangewese agente aanstel om hierdie ooreenkoms te help afdwing. Die Raad sal elke aangewese agent van 'n sertifikaat, onderteken deur die Sekretaris van die Raad, voorsien wat aandui dat die aangewese agent as sulks ingevolge die Wet aangestel is.

2. 'n Aangewese agent het al die regte en magte aan hom/haar toegeken ingevolge artikel 33 (3) en artikel 142 van die Wet en sal ingevolge 'n Gedragskode wat van tyd tot tyd deur die Raad gespesifiseer mag word, optree.

3. 'n Aangewese agent mag te enige redelike tyd enige werksplek of bouterrein betree, 'n persoon dagvaar vir onder-vraging, ondersoek instel, onderhoude hou en dokumente, boeke, loonstate, betalingsrekords en finansiële state ondersoek of daarop beslag lê en alle sodanige stappe neem as wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

4. Die aangewese agent mag in die uitvoering van sy pligte 'n tolk met hom/haar saamneem ten einde hom/haar in sy/haar ondersoek by te staan.

5. 'n Persoon pleeg minagting indien hy/sy 'n valse verklaring maak of 'n aangewese agent in die uitvoering van sy/haar pligte hinder of enige daad pleeg wat ingevolge artikel 142 (8) van die Wet verbied word. Sodanige minagting kan na die Arbeidshof verwys word vir 'n gepaste bevel.

19. NYWERHEIDSOPTREDE

1. Geen persoon wat deur hierdie Ooreenkoms gedek word, mag vir die duur van hierdie Ooreenkoms oor enigiets wat in hierin gereguleer word, met nywerheidsoptrede begin of daaraan deelneem nie of iets doen wat nywerheidsoptrede sal bevorder nie.

2. Enige geskil van reg of belang nie deur hierdie Ooreenkoms gedek nie, moet na die Raad verwys word vir versoening en indien dit nie suksesvol is nie, vir arbitrasie ingevolge die Raad se Grondwet en die Wet. Die Raad mag in die geval van 'n arbitrasie vir 'n kostebevel vra en die arbiter se beslissing sal finaal en bindend wees op al die partye tot die geskil.

20. GESKILBESLEGTINGSPROSEDURES

1. Indien daar 'n geskil rondom die vertolking of toepassing, insluitende die afdwinging van enige bepaling in hierdie Ooreenkoms ontstaan, mag enige party tot die geskil dit skriftelik, binne 30 dae nadat dit ontstaan het, na die Raad verwys.

2. Die party wat die geskil na die Raad verwys het, moet die Raad oortuig dat 'n afskrif van die verwysing op al die ander partye by die geskil beteken is.

3. Die Raad moet poog om die geskil deur middel van versoening te besleg deur gebruik te maak van 'n behoorlik gekwalifiseerde bemiddelaar. Die Raad moet binne veertien (14) dae na sodanige verwysing die uitslag van die versoening aan die partye by die geskil bekend maak of verklaar dat die geskil onbesleg bly.

4. Indien 'n geskil vir langer as dertig (30) dae onbesleg bly, of indien 'n party nie tevrede is met die bevinding van die Raad in subklousule 20.3 vermeld nie, moet sodanige party die Sekretaris van die Raad versoek om die geskil na 'n geakkrediteerde agentskap deur die Raad aangestel kragtens artikel 52 van die Wet, vir arbitrasie te verwys.
5. Die arbiter het die reg om op die prosedure wat hy/sy wil volg by die verhoor van die arbitrasie, te besluit en sal in sy/haar uitsluitlike diskresie 'n kostebevel ingevolge artikel 138 (10) van die Wet mag maak ten opsigte van die partye sowel as die Raad se arbitrasiekostes. Die arbiter se besluit is finaal en bindend op al die partye.

21. UITGAWES VAN DIE RAAD

1. Elke werkgewer moet 'n bedrag gelykstaande aan 0,9% van die minimum lone per week van elke werknemer wat ingevolge subklousule 8.6.2 kwalifiseer, aftrek en 'n gelyke bedrag byvoeg by sodanige bedrag.
2. Elke werkgewer moet sodanige bydraes afgetrek ingevolge subklousule 21.1 aan die Raad oorbetal volgens sy/haar betalingsiklus, welke bydraes die algemene fondse van die Raad sal toeval.
3. Nieteenstaande enigiets teenstrydig hierin vervat, sal die Raad op 'n invorderingsheffing van 5% geregtig wees op alle fondse deur die Raad geadministreer of gevorder namens 'n derde party of fonds, welke bedrag die algemene fondse van die Raad sal toeval.
4. Die bydraes betaal aan, en die invorderingsgelde gehef deur die Raad ingevolge hierdie ooreenkoms sal eerstens ter vereffening van die administratiewe uitgawes van die Raad en tweedens vir die vereffening van geskilbeslegtings-kostes aangewend word en sal in ooreenstemming met die bepalings van die Raad se Grondwet geadministreer word.
5. Die Raad mag fondsinsamelingsprojekte instel en subsidies of skenkings aanvaar van of regerings- of nie-regerings-instellings, ten einde eerstens sy administratiewe en tweedens sy geskilbeslegtingsuitgawes te subsidieer, sou die bydraes en invorderingsheffings nie genoegsaam wees om dit te dek nie.

22. BOEKHOUDING EN OUDITERING

1. Die Raad moet verseker dat behoorlike boeke en rekords gehou word ten opsigte van sy finansiële sake en wel in ooreenstemming met aanvaarde rekeningkundige beleid ten opsigte van elke fonds wat deur die Raad geadministreer word en moet 'n jaarlikse audit van elk van die individuele fondse gedoen word ooreenkomstig die bepalings van die Wet en die Raad se Grondwet.
2. Die Raad moet aan artikel 53 van die Wet voldoen.
3. Alle geouditeerde finansiële state en jaarverslae van die Raad en sy onderskeie fondse moet jaarliks by die Registrateur ingedien word en moet ook by die Raad se kantoor lê vir inspeksie deur bydraers tot die onderskeie fondse ten einde aanspreeklikheid en deursigtigheid binne die administrasie van die Raad te verseker.
4. Die lede van die Raad of sy bestuurskomitee of beamptes sal nie verantwoordelik wees vir enige skulde of laste van die Raad of enige van sy fondse nie en word hierby gevrywaar deur die Raad teen enige verliese en uitgawes aangegaan deur hulle in die bona fide wetlike uitvoering van hulle pligte.

23. VRYSTELLINGS

1. Die Raad moet ingevolge artikel 32 van die Wet 'n onafhanklike liggaam instel om aansoeke om vrystelling van nie-partye, van enige van die voorwaardes van hierdie Ooreenkoms om 'n afdoende rede, te oorweeg.
2. Alle aansoeke om vrystelling moet op die voorgeskrewe aansoekvorm soos voorsien deur die Raad wees en moet gerig word aan die Sekretaris van die Raad vir oorweging deur die Onafhanklike Liggaam.
3. Alle aansoeke om vrystelling moet behoorlik gemotiveer wees en sodanige motivering moet die volgende besonderhede bevat:
 - 3.1 Die tydperk waarvoor vrystelling benodig word;
 - 3.2 die Ooreenkoms en klousules van die Ooreenkoms waarvoor vrystelling gevra word;
 - 3.3 bewys dat die vrystelling waarvoor aansoek gedoen word, wel bespreek is tussen die werkgewer, sy/haar werknemers en hul onderskeie vakbond verteenwoordigers. Die reaksies voortspruitend uit sodanige oorlegplegings, hetsy ten gunste van of teen die aansoek, moet by die aansoek ingesluit word.
4. Die Sekretaris moet die Raad se kommentaar tydens 'n amptelike Raadsvergadering bekom en dit tesame met die aansoek vir vrystelling binne 30 dae vanaf ontvangs daarvan, aan die Onafhanklike Liggaam voorhou.
5. Die Onafhanklike Liggaam moet alle skriftelike aansoeke oorweeg en moet die aansoekers en beswaarmakers die geleentheid bied om om hulle saak te stel en mag bykomende inligting aanvra en/of persone ondervra indien hulle dit noodsaaklik ag alvorens 'n besluit geneem kan word.
6. Die Onafhanklike Liggaam moet by die oorweging van vrystellingsaansoeke, na die volgende kriteria verwys:
 - 6.1 Die skriftelike en mondelinge staving deur die applikant voorsien;
 - 6.2 die mate van raadpleging met en die verhoë vir of teen die verlening van vrystelling soos verskaf deur werkgewers en werknemers wat deur die vrystelling geraak mag word;
 - 6.3 die bepalings van die vrystelling;
 - 6.4 die inbreuk wat op basiese voorwaardes en indiensnemingsregte gemaak word;

- 6.5 die moontlikheid van 'n mededingende voordeel wat deur middel van die vrystelling geskep mag word;
 - 6.6 die effek wat 'n vrystelling op die geaffekteerde werknemer se medium en langtermyn voordele mag hê;
 - 6.7 die mate waarin die voorgestelde vrystelling die kollektiewe bedinging en arbeidsvrede in die nywerheid ondermyn;
 - 6.8 die sosio-ekonomiese omstandighede wat mag bestaan wat die vrystelling regverdig; en
 - 6.9 die terugvoerbepalings wat deur die applikant nagekom moet word asook die monitering en her-evaluasiebepalings.
7. Die Onafhanklike Liggaam moet die aansoek binne 60 dae na ontvangs oorweeg en moet hulle besluit en die redes vir die toestaan of afkeur van die aansoek aan die Raad bekendmaak binne 14 dae nadat hulle tot 'n besluit gekom het. Indien 'n aansoek suksesvol is, moet 'n sertifikaat waarin die bepalinge van die vrystelling vervat word, uitgereik word.

24. ALGEMEEN

1. VERTONING VAN OOREENKOMS

- 1.1 Die partye kom ooreen dat die Engelse weergawe die betekenis en bedoeling van die partye bepaal en dat 'n vertaling in een of meer amptelike tale deur die Raad beskikbaar gestel sal word vir inspeksie deur enige persoon gedurende werksure by die Raad se kantore.
- 1.2 Enige persoon wat 'n afskrif van die Ooreenkoms of enige wysiging daartoe verlang moet 'n bedrag gelykstaande aan die Raad se kosprys, plus 10% administratiewe kostes, daarvoor betaal.
- 1.3 Elke party by hierdie Ooreenkoms sal twee gratis afskrifte van die Ooreenkoms en Grondwet, of enige wysiging daartoe, ontvang.

2. KENNISGEWINGBORDE

Elke werkgewer moet waar bouwerkzaamhede verrig word, op 'n opvallende plek, 'n kennisgewingbord waarop die naam van die werkgewer in leesbare letters vermeld word.

3. VERBOD OP INDIENSNEMING

- 3.1 'n Werkgewer mag nie 'n kind onder die ouderdom van 16 jaar, in diens neem nie of in die geval van 'n ouer kind in diens neem vir werk wat onvanpas is vir 'n persoon van daardie ouderdom of wat die kind se welsyn, opvoeding, liggaamlike of geestesgesondheid in gevaar stel.
- 3.2 Alle dwangarbeid is verbode.
- 3.3 Die indiensneming van onwettige of ongedokumenteerde vreemdelinge is verbode.

4. BELASTING OP TOEGEVOEGDE WAARDE

Behalwe vir die opleidingsfondsheffings soos uiteengesit in kousule 14 hiervan, is alle monetêre bedrae genoem in hierdie Ooreenkoms uitgesluit van belasting op toegevoegde waarde.

Aldus gedoen en geteken te Kroonstad op hierdie 5de dag van Maart 1998.

J. H. LABUSCHAGNE

Voorsitter

J. P. JOUBERT

Onder-voorsitter

M. M. UNWIN

Sekretaris

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