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GOVERNMENT NOTICES

GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

DEPARTEMENT VAN ARBEID

No. R. 1055

1 November 2001

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (CAPE OF GOOD HOPE): 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 (Cape of Good Hope) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 1 November 2001, and for the period ending 31 October 2003.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE)

COLLECTIVE AGREEMENT

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

Boland Meesterbouers en Verwante Bedrywe Vereniging

Master Builders' and Allied Trades' Association, Cape Peninsula

Master Masons' and Quarry Owners' Association (South African)

South African Sub-contractor's Association

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

Building, Construction and Allied Workers' Union

Building, Wood and Allied Workers' Union of South Africa

Building Workers' Union

Construction and Allied Workers' Union

South African Woodworkers' Union

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

1. SCOPE OF APPLICATION

1. The terms of this Agreement shall be observed in the Building and the Monumental Masonry Industries—
 - (a) by all employers who are members of the employer's organisations and by all employees who are members of the trade unions;
 - (b) by all employers who are not members of the employers' organisations and by all employees who are not members of the trade unions;
 - (c) in the Magisterial Districts of The Cape, Wynberg (including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. R. 173 of 9 February 1973), fell within the Magisterial District of Wynberg), Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. R. 171 of 8 February 1957 and R. 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. R. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice No. R. 283 of 2 March 1962), fell within the Magisterial District of Bellville;

(d) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West (excluding that portion which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg), Strand and Malmesbury (excluding that portion which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to employees in the Industry undergoing training consistent with the provisions of the Skills Development Act, 1998.

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

- (a) clerical employees and administrative staff;
- (b) university students and graduates in Building Science, and to construction supervisors, construction surveyors and other persons doing practical work, in completion of their academic training;
- (c) non-parties in respect of clauses 1 (1) (a), 2, 19 and 20 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 October 2003.

3. INDUSTRIAL ACTION

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

4. DEFINITIONS

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

“Act” means the Labour Relations Act, 1995;

“area A” means the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. R. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simonstown, Goodwood, and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. R. 171 of 8 February 1957 and R. 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. R. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice No. R. 283 of 2 March 1962), fell within the Magisterial District of Bellville;

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

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

“artisan” means a person who is registered as such in terms of clause 7 (6) of this Agreement;

“Building Industry” or “Industry” means, subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956, and without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or making articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere: Provided that such manufacturing activities shall be limited to the specific manufacturing activities that are mentioned in the following trades or subdivisions thereof, and shall further be limited to the carrying out of such activities by an employer who is associated with his employees for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures for use by him in the conducting of building work, and includes all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolitions were not carried out for the purpose of preparing the sites for building operations, but does not include clerical employees and administrative staff; nor the wiring of or installation in buildings of lighting, heating or other permanent electrical fixtures and the installation, maintenance or repair of lifts in buildings:

Asphalting, which includes covering floors or flat and/or sloping roofs, waterproofing or damp-proofing basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalt or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;

bricklaying, which includes concreting and fixing glass bricks, concrete blocks, slabs or plates, tiling walls and floors, jointing brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling, cement-caulking earthenware pipes, bituminous work, asphalting and sheeting, and the erecting of prefabricated concrete structures or garden walls and/or boundary walls with posts or slabs;

concrete work, which includes the supervision of concrete being placed in situ and levelling the surfaces thereof;

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

glazing, which includes the cutting and/or fixing of all kinds of glass or other like products into the rebates formed in wooden or metal doors, windows, frames or like fixtures, and all operations incidental thereto;

joinery, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, including cupboards, kitchen dressers or other kitchen fixtures which accrue to the building as a permanent part thereof;

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

masonry, which includes stone cutting and building (also the cutting and building or ornamental and monumental stonework), concreting and fixing or building pre-cast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating a Mall and Biax or similar type of portable spinner and flexible cutting, finishing and other stone working machinery, other than stone-polishing machinery, and sharpening mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builder's smithwork, metal frames and metal stairs and architectural metal work, together with the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

plastering, which includes modelling, model-making, facing casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terazzo and composition floor-laying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner and flexible cutting and finishing machine, pre-cast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

shop, office and bank fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, show-cases, counters, screens and interior fittings and fixtures;

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

steel construction, which includes the fixing of metal or steel roof sheeting and/or wall cladding, all classes of steel or other metal columns, girders, steel joists or metal in any other form which forms part of a building or structure: Provided that the on-site assembly, placing and fixing in position and erection of the metal or steel framework (excluding metal or steel roof sheeting and/or wall cladding) that is to form part of a building shall be excluded from this definition when such activities are carried out by the employees of an employer who manufactures such metal or steel framework;

woodworking, which includes carpentry and veneer panelling and the polishing and sandpapering of same, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, fixing corrugated iron or asbestos tile, shingling and other roof coverings, sound and acousting material, cork and asbestos insulation, wood-lathing, composition ceiling and wall covering, plugging walls, covering woodwork with metal and covering metal with woodwork, block and other flooring, including wood, linoleum, rubber composition, asphalt-based floor covering or cork, and the sandpapering of same, operating a Mall and Biax or similar type of portable spinner and flexible cutting, finishing and polishing machine, shutting and/or preparing forms

of moulds for concrete, cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

(For the purposes of this definition "structure" means structure in the nature of, or incidental to, a building.)

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

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

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

- (a) Drivers of vehicles which require the driver to be in possession of a Code C1 licence or above;
- (b) drivers of vehicles which require the driver to be in possession of a Code A, A1 or B licence or below;

"fixed-term contract" means a contract terminating on a specified date stipulated in the contract;

"Former Agreement" means the Agreement published under Government Notice No. R. 1994 of 22 October 1993, as amended, extended, renewed or re-enacted;

"general worker" means an employee not registered as a labourer, cleaner, driver/plant operator, trainee tradesman, tradesman, artisan, apprentice or security guard in terms of this Agreement;

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

"joinery assembler" means an employee who is registered as a tradesman, Class 3, in terms of clause 7 (5) of this Agreement;

"labourer" means a worker who enters employment with an employer in the building industry for the first time;

"machine operator" means an employee who is registered as a tradesman, Class 2, in terms of clause 7 (5) of this Agreement;

"manufacturing worker" means an employee who is registered as a tradesman, Class 4, in terms of clause 7 (5) of this Agreement;

"normal working hours" means the number of hours that a particular employer has contracted with an employee to be worked on any normal working day, but excluding all overtime hours worked on any day;

"normal working day" means any day that a particular employer has contracted with an employee to be a normal working day including public holidays that fall on a normal working day, but excludes all other days that do not fall on a normal working day, that are to be remunerated at overtime rate of pay;

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

- (a) Operators of plant which requires the plant operator to be in possession of a Code C1 licence or above;
- (b) operators of plant which requires the plant operator to be in possession of a Code A, A1 or B licence;

"security guard" means an employee who is engaged in patrolling premises and guarding property;

"trainee tradesman" means an employee registered as such in terms of clause 7 (4) of this Agreement;

"tradesman" means an employee registered as such in terms of clause 7 (5) of this Agreement;

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

5. LEVELS OF BARGAINING

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

6. REGISTRATION OF EMPLOYERS

(1) Every employer in the Industry to whom this Agreement applies, shall register with the Council.

(2) An employer shall register with the Council by furnishing the required particulars to the Council on the prescribed form and shall warrant thereon that application has been made for registration with South African Revenue Services for employee tax and value added tax (if applicable), registration with the Unemployment Insurance Fund and registration under the Compensation for Occupational Injuries and Diseases Act.

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

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

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

(6) An employer shall keep employee records as prescribed by Chapter 4 of the Basic Conditions of Employment Act, 1997, and clauses 10 and 12 of this Agreement.

(7) The Council shall keep a register of compliant employers which shall be generally made known and be available to other employers on request.

(8) All employers in the Industry may subcontract work as defined for the building industry only with other registered employers in good standing with the Council and the Council shall on request issue letters of such good standing.

(9) A newly registered employer shall make time to receive free orientation training on employment, legislation, this Agreement, the preparation of wage records and entrepreneurial skills under the guidance of the Council.

(10) During the first three years of registration employers shall be closely monitored for compliance with this Agreement.

7. REGISTRATION OF EMPLOYEES

(1) All persons employed in the Building Industry shall be registered with the Council.

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

(3) The Council shall bear the initial costs of the Bargaining Council identity card, but the employee shall be liable for the costs of the replacement of any lost identity card.

(4) **Trainee tradesman:** (a) A registered employer may employ any person as a trainee as a trainee tradesman, after such person has been registered by the Council.

(b) Upon receipt of the application form, the Council shall register the trainee as a trainee tradesman, Class 4, and the trainee shall then be entitled to perform work in the designated trade in respect of which he has been registered.

(c) The trainee shall be entitled to undergo training under the auspices of any accredited training institution, and his employer.

(d) Upon successful completion of each stage of any training course, the Council shall re-register the trainee in the appropriate stage.

(e) The trainee shall be entitled to payment of wages in accordance with the wage prescribed in respect of his category in terms of clauses 9 of this Agreement.

(5) **Tradesman:** (a) A trainee tradesman in a specified category shall be registered as a tradesman in that category in the following circumstances:

(i) In respect of Class 4, where he has completed less than 55 per cent of the modules of the prescribed course content within two years of registration as a trainee in that class;

(ii) in respect of Class 3, where he has completed 55 to 74 per cent of the modules of the prescribed course content within two years of registration as a trainee in that class;

(iii) in respect of Class 2, where he has completed 75 to 99 per cent of the modules of the prescribed course content within two years of registration as a trainee in that class.

(b) Employers and trade unions shall endeavour to ensure that trainee tradesmen complete their training within the specified time.

(c) Any person who has been employed outside the jurisdiction of the Council as a skilled worker, other than an artisan qualified in terms of subclause (b), shall be required to undergo the proficiency test and shall be registered as a tradesman in a particular category, to be determined as follows:

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

(d) An employee shall be registered as an artisan once he has passed the trade test.

(e) The Council shall register a tradesman and the tradesman shall be entitled to perform those facets of skilled work that fall within the modules for which he has obtained a proficiency level within the trade category in respect of which he has been registered.

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

(6) **Artisan:** (a) No person shall be registered as an artisan unless he has passed the required trade test or is employed in a non-designated trade as prescribed by the Council.

- (b) Subject to the provisions of paragraph (a), the following persons shall be registered as artisans:
- A trainee tradesman, Class 2, or a skilled worker employed in the Building Industry, who has passed 100 per cent of the modules of the proficiency test; and
 - an employee who has successfully completed a contract of apprenticeship, and has further passed the prescribed trade test.
- (c) An artisan shall be entitled to payment of wages in accordance with the wage prescribed for his category in terms of clause 9 of this Agreement.
- (d) If, at any stage, the employer is of the opinion that a registered artisan is not performing his duty to an acceptable level of proficiency, the employer may, at his own cost, require that the employee undergo a proficiency test.

8. TERMS OF EMPLOYMENT

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

| Category | AREA A | | AREAS B AND C | |
|--------------------------------------------------|--------------------|--------------|---------------|--------------|
| | Daily hours | Weekly hours | Daily hours | Weekly hours |
| (i) Security guard | 10 hours | 45 hours | 10 hours | 45 hours |
| (ii) Driver | 8 hours 45 minutes | 42 hours | 9 hours | 45 hours |
| (iii) General worker, cleaner and labourer | 8 hours 30 minutes | 41 hours | 9 hours | 44 hours |
| (iv) All other employees | 8 hours | 40 hours | 9 hours | 44 hours |

(b) With the exception of security guards who shall be required to work not more than six consecutive days in any week, ordinary hours shall be worked daily between 07:00 and 19:00, Mondays to Fridays.

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

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

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

(b) **Flexible working hours:** An employer and an employee may contract to work either a compressed working week or to average the hours of work as provided in sections 11 and 12 of the Basic Conditions of Employment Act, 1997.

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

(b) An employer may request, which request shall not be unreasonably rejected, an employee to work overtime for a period not exceeding three hours daily, from Mondays to Fridays, and not exceeding eight hours on Saturdays or Sundays: Provided that the maximum number of hours' overtime worked in any week shall not exceed the maximum hours overtime prescribed in the Basic Conditions of Employment Act: Provided further that an employer and any employee who is required to drive motor vehicles may agree and contract that a maximum of one hour's overtime prior to the commencement of ordinary hours of work and a maximum of one hour's overtime at the conclusion of ordinary hours of work each day be compulsory overtime for the purpose of transporting employees to and from their place of work.

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

(5) **Public holidays:** The public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays if they fall on a normal working day: Provided that the annual holiday payment made by the Council shall be inclusive of payment for all the public holidays that may fall on a normal working day during the three-week annual shutdown.

(6) **Annual leave:** (a) Every employee shall be entitled to annual leave during the annual Building Industry shutdown period, the dates of which shall be determined by the Council not later than 30 June every year.

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

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

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

(8) **Termination of contract of employment:** (a) An employer or employee who intends terminating a contract of employment shall give the other party at least one week's written notice of termination of such contract, which notice shall be given before 12:00 on any working day, and shall commence as from 08:00 on the following working day if such contract has been continuous for up to six months', and two weeks' written notice if such contract has been for longer than six months' continuous employment.

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

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

(d) Nothing in this subclause shall affect the right of an employer or employee to terminate a contract of employment without notice.

(e) A contract of employment shall be terminated automatically if an employee is absent from work without the employer's consent for a continuous period of five working days, unless the employee's absence is due to circumstances beyond his control: Provided that the employer investigate the absence of the employee and apply fair procedures to determine if the termination is to be made effective.

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

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

(b) An employee may be laid off for a continuous period not exceeding 20 working days and if at the end of such period the employer wishes to extend the lay-off period for a further 20 working days the employee shall first be given the option of being retrenched in accordance with the procedure laid down in subclause (10): Provided that if the employee opts for the second period of lay-off of 20 working days the employer shall commence the retrenchment procedure laid down in subclause (10) not later than 10 working days before the expiry of the second period of lay-off of 20 working days if the employer knows there is no prospect of employing the employee at the end of the second lay-off period: Provided further that employees shall be entitled to apply for unemployment benefits during the period of lay-off.

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

(10) **Retrenchment:** (a) An employer who proposes retrenchment shall, not later than ten working days before the proposed date of notice of the termination of any employee's services, provide any of the trade unions of which to his knowledge, prospective retrenchees may be members, with the following information in writing:

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

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

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

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

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

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

(11) **Performance standard contracts:** (a) An employer and an employee may enter into a written performance standard contract subject to agreement being reached at least five working days before the task is to commence.

(b) Remuneration under a performance standard contract shall not be less than the basic wage plus benefits prescribed for the particular category of employee in this Agreement for normal working hours and provided that all statutory provisions for employment contracts, including unemployment insurance, income tax deductions and all provisions of this Agreement shall be observed.

(12) **Probationary period:** Any probationary period for a contract of employment shall be dealt with in accordance with the Act, and the Code of Good Practice, referred to in Schedule 8 of the Act, before termination of employment is to be made effective.

(13) **Maternity and family responsibility leave:** The provisions of sections 25 and 27 of the Basic Conditions of Employment Act, 1997, shall apply in the building industry.

9. REMUNERATION

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

| Category of employee | Minimum wage—per hour | | |
|-----------------------------------------------------------------------------------------------|-----------------------|---------|---------|
| | Area A | Area B | Area C |
| (i) Labourer..... | R | R | R |
| (ii) Cleaner | 6,64 | 5,39 | 4,67 |
| (iii) General workers..... | 6,64 | 5,39 | 4,67 |
| (iv) Tradesman Class 4, trainee tradesman Class 4 and scaffolder..... | 10,22 | 8,31 | 7,21 |
| (v) Tradesman Class 3 and trainee tradesman Class 3 | 10,98 | 9,74 | 8,44 |
| (vi) Tradesman Class 2, trainee tradesman Class 2 and blocklayer | 12,11 | 11,31 | 9,81 |
| (vii) Driver/Plant Operator of a motor vehicle which requires a code C1 licence or Per day | 16,52 | 14,49 | 12,56 |
| above | | | Per day |
| (viii) Driver of any other vehicle which requires a code A, A1 or B licence..... | 13,79 | 93,39 | 80,78 |
| (ix) Artisan | | Per day | Per day |
| (x) Security guard..... | 10,37 | 69,05 | 59,72 |
| | 22,08 | 18,76 | 16,22 |
| Per day | Per day | Per day | Per day |
| | 93,00 | 67,39 | 58,28 |

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

(2) **Overtime:** An employee shall be entitled payment in respect of overtime worked in accordance with clause 8 (4) (a) as follows: Provided that in areas B and C the first hour of overtime worked Mondays to Thursdays shall be at the basic rate:

| Days worked | Multiple of basic wage |
|------------------------------------------|------------------------|
| (i) Mondays to Saturdays, inclusive..... | 1 $\frac{1}{3}$ |
| (ii) Sundays..... | 2 |

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

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

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

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

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

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

(b) An employee who is required to work away from his ordinary place of residence shall be paid a living-away allowance of R30,00 per day or shall be provided with suitable accommodation by the employer in respect of each night he is required to spend away from his ordinary place of residence.

(c) Notwithstanding the provisions of subclause (6) (a) employers shall not be compelled either to provide transport for employees or to pay any additional transport allowance: Provided that if an individual employer deems it necessary for operational or logistical reasons such employer may negotiate with employees on a specific site regarding transport arrangements or additional transport allowances where no public transport exists and such employees shall be entitled to trade union representation.

10. WAGE PAYMENT PROCEDURE

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

- (i) at weekly, fortnightly or monthly intervals;
- (ii) in cash, by cheque or by means of electronic bank transfer, as agreed between the employer and the employee; and
- (iii) not later than close of business on the final working day of each pay interval.

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

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

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

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

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

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

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

- (i) 14 (4) in terms of the Pension Fund;
- (ii) 17 (1) in terms of the Council levy;
- (iii) 18 in terms of trade union subscriptions;
- (iv) 21 in terms of the WP Building and Allied Trades' Sick Fund;
- (v) 24 (3) in terms of the Medical Aid Fund;

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

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

11. STORAGE AND PROVISION OF TOOLS

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

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

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

12. BENEFITS

(1) Every employee who works the full contracted number of normal working hours on a normal working day or who is entitled to be off duty on a public holiday that falls on a normal working day, shall be entitled to receive benefits in terms of this Agreement, and shall for the purposes of this Agreement be deemed to be an eligible employee: Provided that an employee who works for an employer on any normal working day, but is prevented from working the full normal working hours owing to circumstances beyond his control, or for any good reason accepted by his employer, shall also be deemed to be an eligible employee in respect of that day: Provided further that an employee who has been laid off in terms of subclause 8 (9) shall not be entitled to benefits.

(2) An employer shall purchase benefits in the prescribed manner from the Council for the purpose of making the contributions prescribed in this Agreement in respect of eligible employees.

(3) The Council shall retain each eligible employee's benefits record, and the benefits so purchased by the employer shall be indicated on the employee's payslip.

(4) An employee who contracts to work compressed working weeks of less than five normal working days shall be entitled to benefits for five days for each compressed working week that is worked.

(5) To accommodate changes that need to be made by employers to wages systems there shall be a transitional period ending 30 April 2002 in area A and 31 October 2002 in areas B and C during which periods employers may continue to pay weekly benefits as provided in clause 12 of the Agreement effective for the Cape Peninsula and the Boland areas, respectively, immediately before this Agreement became effective.

(6) Within 12 months from the date on which this Agreement becomes effective the Council shall provide for more flexible pension/provident and medical aid benefits, which may include that employees may have the option of cash payment instead of pension/provident and medical aid benefits.

13. HOLIDAY FUND

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

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

| Category of employee | Amount per day rand | | |
|-------------------------------------------------------------------------------------------|------------------------|--------|--------|
| | Area A | Area B | Area C |
| (i) Labourer..... | 4,22 | 2,90 | 2,52 |
| (ii) Cleaner | 4,22 | 2,90 | 2,52 |
| (iii) General Worker..... | 6,50 | 4,48 | 3,88 |
| (iv) Tradesman Class 4, trainee tradesman Class 4 and scaffolder..... | 6,81 | 5,25 | 4,55 |
| (v) Tradesman Class 3 and trainee tradesman Class 3 | 7,51 | 6,09 | 5,29 |
| (vi) Tradesman Class 2, trainee tradesman Class 2 and blocklayer | 10,25 | 7,81 | 6,77 |
| (vii) Driver/Plant Operator of a motor vehicle which requires a code C1 licence or above. | 8,98 | 5,72 | 4,95 |
| (viii) Driver of any other vehicle which requires a code A, A1 or B licence..... | 6,76 | 4,23 | 3,66 |
| (ix) Artisan | 13,70 | 10,11 | 8,74 |
| (x) Security guard..... | 7,21 | 4,13 | 3,57 |

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

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

- (a) in respect of benefits issued by an employer after 31 October each year, which benefits shall be deemed to have been issued during the following year;
- (b) in respect of benefits for more than 255 days in any single year ending on 31 October of that year;
- (c) if an employee fails to claim the value of the benefits within six months of the commencement of the annual leave period, unless the Council in its discretion decides otherwise, in which event the value of the benefits shall accrue to the general funds of the Council;
- (d) in respect of deductions made in respect of an employee's Holiday Fund entitlement in terms of clause 8 (8) (c);
- (e) subject to the provisions of subclause (5), prior to the date determined by the Council in terms of this clause.

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

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

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

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

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

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

14. PENSION/PROVIDENT FUND

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

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

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

| Category of employee | Amount per day Rand | | |
|------------------------------------------------------------------------------------------------|------------------------|--------|--------|
| | Area A | Area B | Area C |
| (i) Labourer..... | — | — | — |
| (ii) Cleaner | 4,36 | — | — |
| (iii) General worker | 6,70 | 5,30 | 4,60 |
| (iv) Tradesman Class 4, trainee tradesman Class 4 and scaffolder..... | 7,03 | 6,21 | 5,38 |
| (v) Tradesman Class 3 and trainee tradesman Class 3 | 7,75 | 7,22 | 6,26 |
| (vi) Tradesman Class 2, trainee tradesman Class 2 and blocklayer..... | 10,57 | 9,24 | 8,01 |
| (vii) Driver/Plant Operator of a motor vehicle which requires a code C1 licence or above | 9,26 | 6,77 | 5,86 |
| (viii) Driver of any other vehicle which requires a code A, A1 or B licence..... | 6,97 | 5,01 | 4,33 |
| (ix) Artisan..... | 14,13 | 11,97 | 10,35 |
| (x) Security guard..... | 7,44 | 4,89 | 4,23 |

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

| Category of employee | Amount per day Rand | | |
|------------------------------------------------------------------------------------------------|------------------------|--------|--------|
| | Area A | Area B | Area C |
| (i) Labourer..... | — | — | — |
| (ii) Cleaner | 4,08 | — | — |
| (iii) General worker | 6,29 | 5,30 | 4,60 |
| (iv) Tradesman Class 4, trainee tradesman Class 4 and scaffolder..... | 6,59 | 6,21 | 5,38 |
| (v) Tradesman Class 3 and trainee tradesman Class 3 | 7,27 | 7,22 | 6,26 |
| (vi) Tradesman Class 2, trainee tradesman Class 2 and blocklayer..... | 9,91 | 9,24 | 8,01 |
| (vii) Driver/Plant Operator of a motor vehicle which requires a code C1 licence or above | 8,69 | 6,77 | 5,86 |
| (viii) Driver of any other vehicle which requires a code A, A1 or B licence..... | 6,53 | 5,01 | 4,33 |
| (ix) Artisan..... | 13,25 | 11,97 | 10,35 |
| (x) Security guard..... | 6,98 | 4,89 | 4,23 |

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

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

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

15. SICK PAY FUND

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

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

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

| Category of employee | Amount per day Rand | | |
|------------------------------------------------------------------------------------------|------------------------|--------|--------|
| | Area A | Area B | Area C |
| (i) Labourer..... | 0,68 | 0,59 | 0,51 |
| (ii) Cleaner | 0,68 | 0,59 | 0,51 |
| (iii) General Worker..... | 1,05 | 0,91 | 0,79 |
| (iv) Tradesman, Class 4, trainee tradesman, Class 4 and scaffolder..... | 1,10 | 1,07 | 0,93 |
| (v) Tradesman, Class 3, and trainee tradesman, Class 3 | 1,21 | 1,24 | 1,08 |
| (vi) Tradesman, Class 2, trainee tradesman, Class 2 and blocklayer | 1,65 | 1,59 | 1,38 |
| (vii) Driver/Plant Operator of a motor vehicle which requires a code C1 licence or above | 1,45 | 1,17 | 1,01 |
| (viii) Driver of any other vehicle which requires a code A, A1 or B licence..... | 1,09 | 0,86 | 0,75 |
| (ix) Artisan..... | 3,09 | 2,89 | 2,50 |
| (x) Security guard..... | 1,16 | 0,84 | 0,73 |

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

| Normal working days absent | Class of employee | % of minimum basic wage prescribed in clause 9 (1) |
|----------------------------|---------------------|----------------------------------------------------|
| 1st–10th | All employees | 75% |
| 11th–130th | All employees | 33% |

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

- (a) until 130 consecutive days' contributions have been made to the Fund in respect of such employee: Provided that contributions interrupted by a period of unemployment or a change of employer shall be deemed to be consecutive;
- (b) for more than 130 days in any 365-day cycle, calculated from the first day in respect of which the employee is entitled to sick pay;
- (c) if he is absent from work owing to an accident compensatable under the Compensation for Occupational Injuries and Diseases Act, 1993;
- (d) if his absence from work is related to the use of alcohol or illegal drugs, or he is incapacitated through sickness owing to his own negligence or misconduct;
- (e) if he fails to observe the instructions of a medical practitioner, or has in the opinion of that practitioner aggravated his condition or retarded his recovery through his own actions;
- (f) if he suffers from an injury for which a third party is liable to pay or does pay compensation to him;
- (g) while he undergoes treatment prescribed by any person other than a registered medical practitioner;
- (h) if he fails to provide the Council with any relevant information which it may require;
- (i) if he is found by the Council to be fit to resume his employment or to be permanently disabled, in which event he shall cease to be entitled to sick pay from a date fixed by the Fund for this purpose; and
- (j) at any time when the amount to the credit of the Fund drops below R100 000,00 and until such time as the amount to the credit of the Fund exceeds R500 000,00.

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

- (a) in consequence of false information furnished to the Fund by or on behalf of such employee; and
- (b) if the employee fails to notify the Fund timeously of any change in his circumstances which could lead to the amount of the benefits being reviewed or withdrawn, in which event the Fund may claim from the employee any money overpaid to him.

(7) In the case of any employee taking maternity leave, the Fund shall pay that employee 33% of her current wages for a maximum period of 120 days.

(8) The Fund shall continue to pay employer contributions to the Holiday Fund and the Building Industry Medical Aid Fund on behalf of an employee during a period of three or more consecutive days in any payweek that the employee receives sick pay in terms of this clause.

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

16. AUDIT AND ACCOUNTING

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

17. EXPENSES OF THE COUNCIL

(1) Every employer shall deduct an amount of R0,01 per normal working day from the wages of each eligible employee, and shall add an equal amount to the amount so deducted.

(2) Every employer shall pay the contributions in terms of subclause (1) to the Council within the period determined by the Council.

(3) The contribution paid to the Council in terms of this clause shall be utilised for the purpose of meeting its general expenses, and shall be administered in accordance with the provisions of the Council's Constitution.

18. TRADE UNION SUBSCRIPTIONS

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

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

OR

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

19. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

(1) Each member of an employers' organisation shall pay a membership levy to that employers' organisation in respect of each employee employed by such member entitled to benefits in terms of this Agreement.

(2) An employers' organisation shall be entitled to use the facilities of the Council for the collection of such levies, in which event the Council shall be entitled to an administration fee of 2,5% of the subscriptions so collected.

20. BUILDING INDUSTRY SKILLS AND EDUCATION TRUST

(1) Every employer shall pay to the Council the contribution prescribed by the Skills and Education Trust.

(2) The Council shall be entitled to deduct a 2,5% collection fee from the amounts received in terms of this clause, and shall pay the remainder to the Skills and Education Trust.

21. WESTERN PROVINCE BUILDING AND ALLIED TRADERS' SICK FUND

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

(a) (i) Each trade union shall be entitled to approach each employer in the Industry direct for the purpose of establishing stop-order facilities for the deduction of trade union sick fund subscriptions in respect of its consenting members.

(ii) Every employer who grants such facilities shall be entitled to deduct an administration fee of 2,5% of the subscription so collected.

OR

(b) (i) Every employer shall deduct an amount equal to 0,4% of the normal working day wage of an employee who is a member of a registered trade union and for whom wages are prescribed in clause 9 of this Agreement.

- (ii) Each month the Council shall pay over to the Western Province Building and Allied Trades' Sick Fund all moneys so collected by the employers in terms of paragraph (b) (i) less a collection fee of 2,5% on gross sales, which amount shall accrue to the general funds of the Council.

22. GENERAL

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

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

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

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

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

(i) to serve as shelter for employees during wet weather; and/or

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

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

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

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

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

(5) ***Protective clothing:*** An employer shall supply to employees protective clothing in accordance with the requirements of the Occupational Health and Safety Act, as and when conditions demand it.

23. EXEMPTIONS

(1) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the secretary of the Council.

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

(a) The period for which the exemption is required;

(b) the Agreement and clauses or subclauses of the Agreement from which exemption is required;

(c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, are to be included with the application.

(3) The Secretary of the Council shall place the applications for exemption on the agenda of the next Council meeting, for decision.

(4) Applications for exemption referred to the Council shall be considered by the Council in accordance with the exemption criteria set out in subclause (11) hereof, and the applicant(s) shall be advised, in writing, of the Council's decision within 14 normal working days following the meeting at which the applications were considered.

(5) Any non-party to which this Agreement has been extended in terms of section 32 of the Act, may apply to the Council for exemption from any of the terms of this Agreement.

(6) In terms of section 32 of the Act, the Council hereby establishes an independent body called the "Exemptions Board" to hear and decide any appeal brought against—

(a) the Council's refusal of a non-party's application for exemption from the provisions of this Agreement;

(b) the withdrawal of such an exemption by the Council.

(7) Within 14 consecutive days after having been advised of the Council's decision regarding an application for exemption, the non-party who feels aggrieved by the Council's decision may submit a written appeal against the Council's decision to the Secretary of the Council. Such an appeal must be fully reasoned.

(8) The Secretary of the Council shall submit the appeal, together with the Council's decision regarding the application for exemption, to the Exemptions Board which shall as soon as possible hear and decide the matter with reference to the exemption criteria set out in subclause (11) hereof and when requested by the applicants or objectors to do so, may interview

applicants or any objectors at its following meeting: Provided that the Exemptions Board may defer a decision to a following meeting if additional motivation, information or verbal representations are considered necessary to decide on the application for exemption.

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

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

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

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

- (a) The written and verbal substantiation provided by the applicant;
- (b) the extent of consultation with the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the terms of the exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the exemption;
- (i) reporting requirements by the applicant and monitoring and re-evaluation processes; and
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

24. MEDICAL AID FUND

(1) The Building Industry Medical Aid Fund ("the Fund") is hereby continued and shall continue to be administered by the Council in terms of the Act for the purposes of—

- (a) assisting members in regard to the cost of medical services incurred by them or their dependants, as may be provided in the rules of the Fund;
- (b) taking such measures as the Council deems necessary for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants;
- (c) contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services; and
- (d) meeting the cost of such arrangements and the medical expenses of members or their dependants as provided in the rules of the Fund.

(2) The Fund shall be managed by the Council in accordance with the rules which it may make from time to time for this purpose ("the Rules"), and all moneys of the Fund shall be administered, invested and paid out in accordance with the Rules, copies of which shall be available for inspection at the offices of the Council. The Council shall appoint auditors to audit the books of account of the Fund annually.

(3) An employee who is eligible in terms of the Rules to become a member of the Fund shall contribute half of the total contribution and his employer shall contribute the remaining half of the contribution for each normal working day that the employee remains in his employ, which contribution shall be as follows:

| | Amount per day | |
|---------------|--------------------|-----------|
| | Member employee | Employer |
| Artisan | R 7,00 | R 7,00 |

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

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

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

25. RESOLUTION OF DISPUTES

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

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

- (K) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of section 158 (1) of the Act.
- (L) The provisions of this procedure stand in addition to any other legal remedy which the Council may apply to enforce a collective agreement.
- (M) (a) if the arbitrator finds that any party to the dispute has failed to comply with a provision of any of the Council's Collective Agreements which are binding on that party, then the arbitrator may, in addition to any other appropriate order, impose a penalty.
- (b) The maximum penalty that an arbitrator may impose for a failure to comply with a provision of a Collective Agreement—
- (i) not involving a failure to pay an amount due to an employee/party in terms of any provision, is the penalty determined in terms of Table One or Table Two;
 - (ii) involving a failure to pay an amount due to an employee/party, is the greater of the amount determined in terms of Table One:

TABLE ONE

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| No previous failure to comply | R100 per employee in respect of whom the failure to comply occurs. |
| A previous failure to comply in respect of the same provision | R200 per employee in respect of whom the failure to comply occurs. |
| A previous failure to comply with the previous 12 months or two previous failures to comply in respect of the same provision within three years | R300 per employee in respect of whom the failure to comply occurs. |
| Three previous failures to comply in respect of the same provision within three years | R400 per employee in respect of whom the failure to comply occurs. |
| Four previous failures to comply in respect of the same provision within three years | R500 per employee in respect of whom the failure to comply occurs. |

TABLE TWO

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

- (N) A cost award by an arbitrator may include the following costs or any costs which in the opinion of the arbitrator should be awarded:
- (i) Fee of the arbitrator including travelling and accommodation;
 - (ii) venue costs;
 - (iii) administration fee of the Council;
 - (iv) costs of issuing subpoenas;

- (v) representative's fee which is to be taxed by the Labour Court;
- (vi) cost of the designated agent or other staff of the Council who have to attend the arbitration.

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

- (b) If a dispute is so referred to the Council, it shall attempt to resolve the dispute—
 - (i) through conciliation; and
 - (ii) if the dispute remains unresolved after conciliation, the Council shall appoint an arbitrator to arbitrate the dispute. The powers of the arbitrator shall be the same as in subclause (1) (i) above.
- (c) The Secretary of the Council may apply to the arbitration award an order of the Labour Court in terms of section 158 (1) of the Act.

26. POWERS OF DESIGNATED AGENTS AND APPOINTED CONCILIATORS AND ARBITRATORS

(1) A designated agent appointed by the Minister in terms of section 33 (1) of the Act to attempt to resolve a dispute or to investigate any alleged contravention and for purposes of routine inspection to enforce compliance with this Agreement may—

- (a) subpoena for questioning any person who may be able to give information or whose presence at the conciliation or arbitration proceedings may help to resolve the dispute;
- (b) subpoena any person who is believed to have possession or control of any book, document or object relevant to the resolution of the dispute to appear before the designated agent to be questioned or to produce that book, document or object;
- (c) administer an oath or accept affirmation from any person called to give evidence or be questioned;
- (d) at any reasonable time, but only after obtaining the necessary written authorisation—
 - (i) enter and inspect any premises on or in which any book, document or object relevant to the resolution of the dispute is to be found or is suspected on reasonable grounds of being there;
 - (ii) examine, demand and production of, and seize any book, document or object that is on or in those premises and that is relevant to the resolution of the dispute; and
 - (iii) take a statement in respect of any matter relevant to the resolution of the dispute from any person on the premises who is willing to make a statement;
- (e) inspect, and retain a reasonable period, any of the books, documents or objects that have been produced to, or seized by, the designated agent.

(2) A subpoena issued for any purpose in terms of subclause (1) shall be signed by the Secretary of the Bargaining Council and shall—

- (a) specifically require the person named in it to appear before the designated agent;
- (b) sufficiently identify the book, document or object to be produced; and
- (c) state the date, time and place at which the person is to appear.

(3) The written authorisation referred to in subclause (1) (d)—

- (a) if it relates to residential premises, may be given only by a judge of the Labour Court and with due regard to section 14 of the Constitution, and then only on the application of the designated agent setting out under oath or affirmation the following information:
 - (i) The nature of the dispute;
 - (ii) the relevance of any book, document or object to the resolution of the dispute;
 - (iii) the presence of any book, document or object on the premises; and
 - (iv) the need to enter, inspect or seize the book, document or object; and
- (b) in all other cases, may be given by the Secretary of the Council.

(4) The owner or occupier of any premises that a designated agent is authorised to enter and inspect, and every person employed by that owner or occupier, shall provide facilities that a designated agent requires to enter those premises and to carry out the inspection or seizure.

(5) The appointed person shall issue a receipt for any book, document or object seized in terms of subclause (1).

(6) The law relating to privilege, as it applies to a witness subpoenaed to give evidence or to produce any book, document or object before a court of law, applies equally to the questioning of any person or the production or seizure of any book, document or object in terms of this clause.

(7) The appointed person shall pay the specified witness fee to each person who appears before him in response to a subpoena issued.

- (8) A person commits contempt of the designated agent—
 - (a) if, after having been subpoenaed to appear before him, the person without good cause does not attend at the time and place stated in the subpoena;
 - (b) if, after having appeared in response to a subpoena, that person fails to remain in attendance until excused by the designated agent;
 - (c) by refusing to take the oath or to make an affirmation as a witness when a designated agent so requires;
 - (d) by refusing to answer any question fully and to the best of that person's knowledge and belief, subject to subsection (6);
 - (e) if the person, without good cause, fails to produce the book, document or object specified in a subpoena to a designated agent;
 - (f) if the person wilfully hinders a designated agent in performing any function conferred by or in terms of the Act;
 - (g) if the person insults, disparages or belittles a designated agent, or prejudices or improperly influences an investigation or improperly anticipates the designated agent's recommendations;
 - (h) by wilfully interrupting the conciliation or arbitration proceedings or misbehaving in any other manner during those proceedings;
 - (i) by doing everything else in relation to the designated agent which, if done in relation to a court of law, would have been contempt of court.
- (9) The designated agent may refer any contempt to the Labour Court for an appropriate order:
- (10) A designated agent may decline to investigate and follow up on a complaint made by an employee who reports the dispute to the Council more than 13 weeks after the dispute arose in the case of an artisan and more than 52 weeks after the dispute arose in the case of all other categories of employees.
- (11) A designated agent may decline to investigate and follow up on a complaint made by a trade union if the trade union has not attempted to first resolve the alleged dispute directly with the employer party to the alleged dispute.

27. EMPLOYER FORUM

- (1) The Council shall establish a forum of employer parties to the Council to decide on recommended rates for work in specified sub-contracting trades.
- (2) The rates shall be calculated by using labour rates which are no less than the minimum basic wage and benefits for the labourer category.

28. COMPLIANCE COMMITTEE

- (1) The Council shall nominate a sub-committee to be known as the "Compliance Committee" that will be responsible for the effective investigation and enforcement action in respect of non-compliance with this Agreement.
- (2) The Compliance Committee shall—
 - (a) establish guidelines and principles covering all aspects of the enforcement of this Agreement, which are acceptable to the parties to this Agreement and which shall provide fair, cost-effective, unbiased and corruption free enforcement of this Agreement;
 - (b) actively monitor and ensure that the guidelines and principles so established are adhered to by the agents of the Council;
 - (c) provide open communication in regard to the actions of the Council or the Compliance Committee with all employers and employees interested in these actions;
 - (d) investigate positive methods for promoting compliance especially amongst informal sector employers and employees and including the lobbying of all persons and institutions responsible for the preparation of tender documents to provide for compulsory compliance to this Agreement by the employers who are successful in winning such tenders;
 - (e) provide for quick and cost-effective conciliation or arbitration of disputes between the Council and employers or employees.

29. NEGOTIATIONS BY AREA

If amendments to this Agreement specifically affect area B and area C the negotiation of such amendments shall be between the employers and the employees representing area B and area C.

Signed at Cape Town this 3rd day of September 2001.

M. F. HARTLEY

for the South African Sub-contractors' Association

R. JOHNSON

for the Master Builders' and Allied Traders' Association, Cape Peninsula

P. LE ROUX

for the Boland Meesterbouers en Verwante Bedrywe Vereniging

W. C. CLIFT

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

E. TYEMBILLE

for the Building, Construction and Allied Workers' Union

R. C. DAMON

for the Building Workers' Union

J. VAN DER MERWE

for the Construction and Allied Workers' Union

T. NTSOMI

for the Building, Wood and Allied Workers' Union of South Africa

J. PRETORIUS

for the South African Woodworkers' Union

No. R. 1055

1 November 2001

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (KAAP DIE GOEIE HOOP): 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, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingsraad vir die Bounywerheid (Kaap die Goeie Hoop) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 1 November 2001, en vir die tydperk wat op 31 Oktober 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (KAAP DIE GOEIE HOOP)

KOLLEKTIEWE OOREENKOMS

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

Boland Meesterbouers en Verwante Bedrywe Vereniging

Master Builders' and Allied Traders' Association, Cape Peninsula

Master Masons' and Quarry Owners' Association (South African)

South African Sub-contractor's Association

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

Building, Construction and Allied Workers' Union

Building, Wood and Allied Workers' Union of South Africa

Building Workers' Union

Construction and Allied Workers' Union

South African Woodworkers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant, wat die partye is by die Bedingsraad vir die Bounywerheid (Kaap die Goeie Hoop).

1. TOEPASSINGSBESTEK

- Hierdie Ooreenkoms moet in die Bou- en die Monumentklipmesselnywerhede nagekom word—
 - deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakbonde is;

- (b) deur alle werkgewers wat nie lede van die werkgewersorganisasies is nie en deur alle werknemers wat nie lede van die vakbondes is nie;
 - (c) in die landdrosdistrikte Die Kaap, Wynberg (met inbegrip van die gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing No. R. 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het), Simonstad, Goodwood en Bellville, in die gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings Nos. R. 171 van 8 Februarie 1957 en R. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, en in die gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. R. 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermentskennisgewing No. R. 283 van 2 Maart 1962) binne die landdrosdistrik Bellville geval het;
 - (d) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd enige gedeeltes van laasgenoemde twee distrikte wat, voor die publikasie van Goewermentskennisgewing No. 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het), Somerset-Wes (uitgesonderd die gedeelte wat, voor 9 Maart 1973 (Goewermentskennisgewing No. 173 van 9 Februarie 1973), binne die landdrosdistrik Wynberg geval het) Strand en Malmesbury (uitgesonderd die gedeelte wat, voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het).
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op werknemers in die Nywerheid wat opleiding ontvang volgens die bepalings van die Skills Development Act, 1998 (wet op vaardigheidsontwikkeling).
- (3) Ondanks subklousule (1) (a) is die bepalings van hierdie Ooreenkoms nie van toepassing nie op—
- (a) klerke en administratiewe personeel;
 - (b) universiteitstudente en gegradeerde in die Bouwetenskap, en op konstruktietoesighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hulle akademiese opleiding;
 - (c) nie-partye ten opsigte van klousules (1) (a), 2, 19 en 20 van hierdie Ooreenkoms.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel as die effektiewe datum waarop die Ooreenkoms vir nie-partye bindend word, of die datum waarop die Minister van Arbeid weier om die Ooreenkoms tot nie-partye uit te brei en die Ooreenkoms moet na sodanige datum bindend bly tot 31 Oktober 2003.

3. NYWERHEIDSOPTREDE

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

4. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, 1995;

"Gebied A" beteken die landdrosdistrikte Die Kaap, Wynberg [met inbegrip van die gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing No. R. 173 van 9 Februarie 1973), binne die landdrosdistrik Wynberg geval het], Simonstad, Goodwood, en Bellville, in die gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings Nos. R. 171 van 8 Februarie 1957 en R. 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het, en in die gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. R. 661 van 19 April 1974, binne die landdrosdistrik Stellenbosch geval het, maar wat voor 2 Maart 1962 (Goewermentskennisgewing No. R. 283 van 2 Maart 1962), binne die landdrosdistrik Bellville geval het;

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

"Gebied C" beteken die landdrosdistrik Malmesbury (uitgesonderd die gedeelte wat, voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het);

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

"Bounywerheid" onderworpe aan die bepalings van enige afbakeningsvasstelling gemaak kragtens van artikel 76 van die Wet op Arbeidsverhoudinge, 1956, en sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewer en werknemer met mekaar geassosieer is met die doel om geboue en bouwerke op te rig,

te voltooi, op te knap, te herstel, te onderhou of die verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiling of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders: Met dien verstande dat sodanige vervaardigingsaktiwiteite beperk word tot die spesifieke vervaardigingsaktiwiteite wat genoem word in die hieropvolgende ambagte, of onderverdelings daarvan, en verder beperk word tot die uitvoering van sodanige werksaamhede deur 'n werkewer wat met sy werknemers geassosieer is met die doel om geboue op te rig, te voltooi, op te knap, te herstel, te onderhou of die verbou van geboue of strukture vir sy gebruik vir uitvoering van bouwerk, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat werksaam is in ondergenoemde ambagte of onderverdelings daarvan, en met inbegrip van uitgravings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy sodanige slopings nie verrig word met die doel om die terreine vir bouwerksaamhede voor te bereik nie, maar sluit nie klerke en administratiewe werknemers of die bedrading van of installering van beligting, verwarming of ander elektriese toebehoere in geboue en installering, herstelling of onderhou van hysers in geboue, in nie:

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere en plat en/of skuins dakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide roldakbedekking of asfaltvelle met geglasuurde of ongeglasuurde oppervlakte, en hetsy met gebruikmaking van teer, macadam, neuchatel, limmer of 'n ander tipe soliede of halfsoliede asfalt, mastik of emulsiedsfalt of -bitumen, wat óf warm of koud op sodanige dakke, vloere, kelders of fondamente aangewend word;

messelwerk, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaale of -plate of glasstene, die beteëling van mure en vloere, die voegstryking van steenwerk, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, die sementkalfatering van erderolie, bitumenwerk, asfaltering en beplating; en die oprig van voorafvervaardigde betonstrukture of tuinmure en/of grensmure met pale of blaaie;

betonwerk, wat insluit die toesighou wanneer beton op perseel geplaas word, en die gelykmaak van oppervlakte daarvan;

lakpolitoerwerk, wat die volgende insluit: Poleerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof; **beglasing**, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike produkte in sponnings in hout- of metaaldeure, -vensters, -rame, of dergelike vaste toebehoere, en alle werksaamhede wat daarmee in verband staan;

skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehoere en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehoere in verband staan, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie, en sluit dit ook in rakkaste, kombuiskaste, of ander kombuistoebehoere wat as 'n permanente deel van die gebou aangebring word;

ruit-en-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite-in-lood en/of ruite in ander metaal en van vertoonglaswerk (uitgesonderd die elektriese toebehoere wat daarmee gepaard gaan) en die beglasing in verband daarmee;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiette of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegvulling, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, glasering, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk, marmering, bespuiting, letterskilderwerk, muurversiering, die aanwending van grondverf en onderlaag, emaljering, vergulding, belyning, sjablonering, waspolering, en houtverduursaming, en wat ook insluit die verwijdering van verf, skraping, die was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwijdering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsels, die maak van en aanbring van pleisterbordplafonne en vesel- of ander komposisiële pleister, granolitiese, terrazzo- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner en buigsame sny- en afwerkmasjinerie, voorafgegiette of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiling van plafonne en mure, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sveiswerk, loodglaswerk, gasaanlewerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandsprinkelaars en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou aangebring word of nie;

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

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

staalkonstruksie, wat die volgende insluit: Die aanbring van metaal- of staaldakplate en/of -muurbekleding, alle klasse staal- of ander metaalsuite, lêers, staalbalke of metaal in enige ander vorm wat deel vorm van 'n gebou of bouwerk: Met dien verstande dat die inmekarsit, plasing en vasmaak in posisie op die bouperseel en die oprig van die metaal- of staalraamwerk (uitgesonderd metaal- of staaldakplate en/of muurbedekking) wat deel vorm van 'n gebou, van hierdie omskrywing uitgesluit is wanneer sodanige werksaamhede verrig word deur die werknekmers van 'n werkgever wat sodanige metaal- en staalraamwerk vervaardig;

houtwerk, wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, die vervaardiging van vaste toebehere volgens spesifikasie vir installering in gespesifiseerde geboue en die vervaardiging van voorrade, masjinering, draaiwerk, houtsnywerk, die aanbring van golfyster- of asbesteël-, dakspaans- en ander dakbedekkings, klank- en akoestiekmateriaal, kurk- en asbesisoliasie, houtlatwerk, komposisieplafonne en -muurbedekking, die boor van gate en die insit van muurproppe, die bedekking van houtwerk met metaal, en die bedekking van metaal met houtwerk, blokkies- en ander bevloering met inbegrip van bevloering met hout, linoleum, rubberkomposisie, asfaltiese vloerbedekkings of kurk, asook die skuur daarvan met skuurpapier, die bediening van 'n Mall en Biax- of dergelyke tipe verplaasbare tollen en meerdoelige sny-, afwerk- en poleermasjinerie, bekisting en/of voorbereiding van vorms vir beton, kurktapstof en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word en die aanbring van asfaltversadigde vilt of materiale aan vloere en/of mure en/of dakke afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie. Vir die doeleindes van hierdie omskrywing beteken "bouwerk" 'n bouwerk op die geaardheid van 'n gebou of bykomstig by 'n gebou;

"skoonmaker" 'n werknekmer wat algemene skoonmaakwerksaamhede verrig wat gewoonweg en volgens gebruik in die Bouwywerheid gedoen word;

"Raad" die Beddingsraad vir die Bouwywerheid (Kaap die Goeie Hoop), geregistreer ingevolge artikel 29 van die Wet; **"drywer"** 'n werknekmer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing sluit "**"n motorvoertuig dryf"** alle tydperke in wat daar gedryf word en alle tyd wat 'n drywer aan werk in verband met die voertuig of die vrag bestee en alle tydperke wat daar van hom vereis word om op sy pos te bly, gereed om te dryf; voorts, vir die doeleindes van hierdie Ooreenkoms, word 'n drywer ingedeel in een van die volgende kategorieë:

- Drywers van voertuie waarvoor daar vereis word dat die drywer in besit van 'n Kode C1-lisensie of hoër moet wees;
- drywers van voertuie waarvoor daar vereis word dat die drywer in besit van 'n Kode A-, A1- of B-, of laer, lisensie moet wees;

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

"Vorige Ooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1994 op 22 Oktober 1993, soos gewysig, uitgebrei, hernu of herbekragtiging;

"algemene werker" 'n werknekmer wat nie as 'n arbeider, skoonmaker, drywer/kragaangedrew-masjiener, kwekelingbouwerker, bouwerker, ambagsman, vakleerling of veiligheidswag ingevolge hierdie Ooreenkoms geregistreer is nie;

"nywerheidsoprede" enige optrede beoog ingevolge die omskrywing van "staking" of "uitsluiting" in die Wet;

"skrynwerkmonteerder" 'n werknekmer wat geregistreer is as 'n bouwerker, Klas 3, ingevolge klousule 7 (5) van hierdie Ooreenkoms;

"arbeider" 'n werknekmer wat vir die eerste keer deur 'n werkgever in die boubedryf in diens geneem word;

"masjiener" 'n werknekmer wat geregistreer is as 'n bouwerker, Klas 2, ingevolge klousule 7 (5) van hierdie Ooreenkoms;

"vervaardigingswerker" 'n werknekmer wat geregistreer is as 'n bouwerker, Klas 4, ingevolge klousule 7 (5) van hierdie Ooreenkoms;

"gewone werkure" die aantal werkure wat 'n spesifieke werkgever met sy werknekmer kontrakteer om te werk op enige gewone werkdag, uitgesonderd alle ure op enige dag oortyd gewerk;

"gewone werkdag" enige dag wat 'n spesifieke werkgever met 'n werknekmer kontrakteer om 'n gewone werkdag te wees, ingesluit openbare vakansiedae wat op 'n gewone werkdag val maar uitgesonderd alle ander dae wat nie op 'n gewone werkdag val nie en wat as ure oortyd besoldig word;

"kragaangedrew-masjiener" 'n persoon wat kragaangedrew-masjienerie bedien, en vir die doeleindes van hierdie Ooreenkoms word 'n kragaangedrew-masjiener geklassifiseer in een van die volgende kategorieë;

- Bedieners van masjienerie wat van die bediener vereis dat hy in besit moet wees van 'n Kode C1-lisensie of hoër;
- bedieners van masjienerie wat van die bediener vereis dat hy in besit moet wees van 'n Kode 1-, A1- of B-lisensie;

"veiligheidswag" 'n werknemer wat persele patroolleer en eiendom bewaak;
 "kwekelingbouwerker" 'n werknemer as sodanig geregistreer ingevolge klousule 7 (4) van hierdie Ooreenkoms;
 "bouwerker" 'n werknemer wat as sodanig geregistreer is ingevolge klousule 7 (5) van hierdie Ooreenkoms;
 "loon" die basiese loon voorgeskryf ingevolge klousule 9 (1) van hierdie Ooreenkoms ten opsigte van gewone ure gewerk ingevolge klousule 8 (1): Met dien verstande dat as 'n werkgewer/werknemer op 'n gereelde basis 'n bedrag hoër as die basiese loon betaal ten opsigte van gewone ure gewerk, word sodanige hoër bedrag bedoel.

5. VLAKKE VAN BEDINGING

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

6. REGISTRASIE VAN WERKGEWERS

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

(2) 'n Werkgewer moet by die Raad registreer deur die nodige inligting op 'n voorgeskrewe vorm aan die Raad te verskaf en moet daarin waarborg dat aansoek gedoen is om registrasie by die Suid-Afrikaanse Inkomstediens vir werknemerbelasting en belasting op toegevoegde waarde (indien van toepassing), die Werkloosheidsversekeringsfonds en die Wet op Vergoeding vir Beroepsbeserings en -siektes.

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

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

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

(6) 'n Werkgewer moet die nodige werknemerrekords hou, soos voorgeskryf by hoofstuk 4 van die Wet op Basiese Diensvooraardes, 1997, en klousules 10 en 12 van hierdie Ooreenkoms.

(7) Die Raad moet 'n register hou van werkgewers wat die Ooreenkoms nakom, en dit sal op versoek bekendgemaak word aan ander werkgewers in die Bouwyeindustrie.

(8) Werkgewers in die Bouwyeindustrie moet bouwerk soos omskryf vir die bouwyeindustrie alleenlik onderkontrakteer aan ander werkgewers wat by die Raad geregistreer is en die Ooreenkoms nakom en die Raad moet op versoek inligting verskaf in dié verband.

(9) 'n Werkgewer wat die eerste keer by die Raad registreer, moet tyd afstaan om onder die leiding van die Raad kosteloos oriëntasieopleiding met betrekking tot indiensneming, wetgewing, hierdie Ooreenkoms, die voorberei van lonerekords en ondernemersvaardighede te ontvang.

(10) Die Raad moet werkgewers gedurende die eerste drie jaar van registrasie streng moniteer vir die nakom van hierdie Ooreenkoms.

7. REGISTRASIE VAN WERKNEMERS

(1) Geen persoon mag in die Bouwyeindustrie in diens geneem word tensy hy op die voorgeskrewe wyse deur die Raad geregistreer is nie.

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

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

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

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

(c) Die kwekeling is daarop geregtig om opleiding te ondergaan onder die beskerming van enige ander goedgekeurde opleidingsinrigting, en sy werkgewer.

(d) Na geslaagde voltooiing van elke vlak van enige opleidingskursus moet die Raad die kwekeling herregistreer op die gepaste vlak.

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

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

(i) Ten opsigte van Klas 4, waar hy minder as 55% van die modules van die voorgeskrewe kursusinhoud binne twee jaar van registrasie as 'n kwekeling in daardie klas, voltooi het;

(ii) ten opsigte van Klas 3, waar hy 55% tot 74% van die modules van die voorgeskrewe kursusinhoud binne twee jaar van registrasie as 'n kwekeling in daardie klas voltooi het;

(iii) ten opsigte van Klas 2, waar hy 75% tot 99% van die modules van die voorgeskrewe kursusinhoud binne twee jaar van registrasie as 'n kwekeling in daardie klas, voltooi het.

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

(c) Behoudens die bepalings van paragraaf (d) moet 'n Persoon wat buite die bestekgebied van die Raad in diens was as 'n geskoonde werker, uitgesonderd 'n ambagsman gekwalifiseer ingevolge subklousule 6, 'n vaardigheidstoets ondergaan, en moet as 'n bouwerker in 'n besondere kategorie geregistreer word, wat soos volg bepaal word:

| Bevoegdheid | Klas |
|---------------------------------------------------------------|-----------|
| (i) Onder 55 persent..... | 4 |
| (ii) 55 tot 74 persent..... | 3 |
| (iii) 75 tot 99 persent..... | 2 |
| (iv) 100 persent en geslaag het in die vereiste vaktoets..... | ambagsman |

(d) 'n Werknemer word as 'n bouwerker geregistreer sodra hy die vaktoets geslaag het.

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

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

(6) **Ambagsman:** (a) Geen persoon word as 'n ambagsman geregistreer nie, tensy hy die vereiste vaktoets geslaag het nie, of indiens is in 'n nie-aangewese ambag, soos van tyd tot tyd deur die Raad voorgeskryf.

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

(i) 'n Kwekelingbouwerker, Klas 2, of 'n geskoonde werker in diens in die Bouwverheid, wat 100% van die modules voltooi het van die vaardigheidstoets; en

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

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

(d) As die werkewer op enige stadium van mening is dat 'n geregistreerde ambagsman nie diens verrig wat gelyk is aan 'n aanvaarbare vlak van vaardigheid nie, mag die werkewer op eie koste, sodanige werknemer 'n vaardigheidstoets laat ondergaan.

8. DIENSVORWAARDES

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

| Kategorie | AREA A | | AREAS B EN C | |
|-------------------------------------------|-----------------|---------------|--------------|---------------|
| | Daaglike ure | Weeklikse ure | Daaglike ure | Weeklikse ure |
| (i) Veiligheidswag | 10 uur | 45 uur | 10 uur | 45 uur |
| (ii) Drywer | 8 uur 45 minute | 42 uur | 9 uur | 45 uur |
| (iii) Algemene werker en skoonmaker | 8 uur 30 minute | 41 uur | 9 uur | 44 uur |
| (iv) Alle ander werknemers | 8 uur | 40 uur | 9 uur | 44 uur |

(b) Met die uitsondering van veiligheidswakte word gewone ure daagliks gewerk tussen 07:00 en 19:00 Maandae tot Vrydae. Wagte mag nie op meer as ses opeenvolgende dae in 'n week werk nie.

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

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

(3) (a) **Skofwerker:** 'n Werkewer kan van sy werknemers vereis dat hulle skofte werk: Met dien verstande dat daar nie van enige werknemer vereis word om meer as een 8-uur- of 12-uur-skof te werk tydens enige tydperk van 24 uur nie.

(b) **Buigsame werkure:** 'n Werkewer en 'n werknemer kan ooreenkomaan 'n saamgeperste werkweek te werk of om werkuregemiddeld te bereken soos bedoel in artikels 11 en 12 van die Wet op Basiese Dienstvoorwaardes, 1997.

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

(b) Enige werkgewer ken versoek, welke versoek nie onredelik van die hand gewys mag word nie, dat 'n werknemer oortyd werk vir 'n tydperk van meer as drie uur daagliks, Maandae tot Vrydae, en hoogstens agt uur op Saterdae of Sondae: Met dien verstande dat die maksimum aantal ure oortyd gwerk in enige week, nie die maksimum ure oortyd soos voorgeskryf in die Wet op Basies Diensvoorraades oorskry nie: Met die voorwaarde voorts dat 'n werkgewer en enige werknemer wat motorvoertuie moet dryf, kan ooreenkomm en 'n kontrak sluit dat 'n maksimum van een uur oortyd voor die aanvang van gewone werkure en 'n maksimum van een uur oortyd aan die einde van gewone werkure elke dag verpligtende oortyd vir die doel om werknemers na en van hul werkplek te vervoer, sal wees.

(c) 'n Werknemer betrokke in 'n voortdurende proses van werk, is verpligt om te werk totdat daardie proses voltooi is, en ontvang oortydbetaling, waarvan toepassing.

(5) **Openbare vakansiedae:** Die openbare vakansiedae, soos geproklameer ingevolge die Wet op Openbare Vakansiedae, 1994, word erken as betaalde openbare vakansiedae as dit op 'n gewone werksdag val: Met dien verstande dat die betaling wat deur die Raad gemaak word as besoldiging vir die jaarlike vakansie betaling sal insluit vir al die openbare vakansiedae wat op gewone werkdae gedurende die drie weke jaarlike sluitingstydperk val.

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

(b) Ondanks die bepalings van paragraaf (a), kan 'n werknemer met sy werkgewer ooreenkomm om tydens die jaarlike verloftydperk te werk en moet daarvoor betaling ontvang, soos bepaal in klosule 9 (1) vir die tyd tydens daardie tydperk gwerk.

(c) **Veiligheidswagte** en ander werknemers, wat tydens die jaarlike verloftydperk werk, moet verlot toegestaan word, soos met hulle werkgewers ooreengekomm, gelyk aan die tydperk gwerk tydens die jaarlike sluitingstydperk.

(7) **Siekteverlot:** 'n Werknemer is geregtig op siekterverlot ooreenkostig die bepalings van die Siekgefonds vir die Bouwywerheid en klosule 15 van hierdie Ooreenkoms, en op betaling vir die tydperk van sodanige siekterverlot ingevolge die bepalings daarvan.

(8) **Beëindiging van dienskontrak:** (a) 'n Werkgewer of werknemer wat van voorneme is om 'n dienskontrak te beëindig, moet die ander party een week skriftelik kennis gee van beëindiging van sodanige kontrak, welke kennis ingedien moet word voor 12:00 op enige werkdag, en vanaf 08:00 op die volgende werkdag in werking moet tree as sodanige kontrak vir tot ses maande aaneenlopend was, en twee weke skriftelike kennis as sodanige kontrak langer as ses maande aaneenlopend was.

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

(c) In die geval waar 'n werknemer dros, of nie die voorgeskrewe betaling doen in plaas van die kennisgewingtydperk 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 ingevolge die Vakansiefonds.

(d) Niks in hierdie klosule tas die reg van 'n werkgewer of werknemer aan om die dienskontrak sonder kennisgewing te beëindig nie.

(e) 'n Dienskontrak word outomatis beëindig as 'n werknemer sonder die werkgewer se toestemming vir meer as vyf aaneenlopende werkdae afwesig is, tensy die werknemer afwesig is as gevolg van omstandighede buite sy beheer: Met dien verstande dat 'n werkgewer die afwesigheid van 'n werknemer sal ondersoek en billike procedures sal toepas om te bepaal of diensbeëindiging moet plaasvind.

(9) **Tydelike ontslag en skorsing:** (a) 'n Werkgewer is daarop geregtig om 'n werknemer tydelik te ontslaan—

- (i) as gevolg van gure weer;
- (ii) as gevolg van 'n tekort aan materiale weens omstandighede buite die beheer van die werkgewer; en
- (iii) as gevolg van 'n tydelike tekort aan werk: Met dien verstande dat een dag se skriftelike kennisgewing hiervoor gegee is, en dat sodanige kennisgewing die rede vir die tydelike ontslag gee, asook die tydperk van die ontslag: Met dien verstande voorts dat die werkgewer nie verpligt is om 'n werknemer enige betaling te gee gedurende sodanige ontslag nie.

(b) 'n Werknemer mag tydelik ontslaan word vir 'n aaneenlopende tydperk van hoogstens 20 werksdae en indien die werkgewer aan die einde van die tydperk verlang dat die tydelike ontslag vir 'n verdere 20 werksdae verleng word, moet die werknemer eers die keuse gegun word om permanent afgelê te word, soos bepaal in subklosule (10): Met dien verstande dat indien die werknemer kies om vir 'n tweede tydperk van 20 weeksdae tydelik ontslaan te word, moet die werkgewer die personeelafleggings prosedure soos uiteengesit in subklosule (10) nie later nie as 10 werkdae voor die verstryking van die tweede tydperk van 20 weeksdae tydelike ontslag in werking stel as die werkgewer weet dat daar geen moontlikheid is dat die werknemer na die verstryking van die tweede tydelike ontslag weer in diens geneem sal word nie: Met dien voorwaarde voorts dat werknemers geregtig sal wees om aansoek te doen om werkloosheidsvoordele gedurende die afleggingstydperk.

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

(10) **Personeelaflegging** (a) 'n Werkgewer wat geoog om personeel af te lê, moet nie later nie as tien werkdae voor die beoogde datum van kennis van die werknemer se diensbeëindiging, aan die betrokke vakbond waarvan, volgens sy kennis, die moontlike afleggingskandidate lede is, die volgende inligting skriftelik gee:

- (i) Die aantal werknemers wat afgelê mag word, tesame met hulle name, dienstydperk, vakansiefondsnommer van die Bedingsraad en werkskategorieë;
 - (ii) die beoogde datum van aflegging;
 - (iii) die redes vir die beoogde aflegging, insluitende alle opsies wat die werkewer oorweeg het om die afleggings te vermy asook die redes waarom hulle nie aanvaar is nie;
 - (iv) die beoogde siftingskriteria ten opsigte van die persone wat afgelê moet word;
 - (v) die beoogde datum van oorlegpleging met die vakbond(e) en/of werknemer(s) wat moontlik geraak sal word;
 - (vi) die beoogde afleggingsbetaling; en
 - (vii) die werkewer se voorstelle ten opsigte van bystand aan die afgelegdes, wat die moontlikheid van herindiensneming insluit.
- (b) In die geval waar 'n werknemer wat moontlik geraak sal word deur die beoogde afleggings, nie 'n vakbondlid is nie, moet die inligting bedoel in paragraaf (a), regstreeks aan sodanige werknemer verskaf word.
- (c) Die vakbond(e) en/of werknemer(s) met skriftelik reageer op die werkewer se afleggingsvoorstelle, nie later nie as drie werkdae voor die voorgestelde datum van oorlegpleging, wat al sy/hulle voorstelle ten opsigte van die aflegging moet insluit.
- (d) Die werkewer moet poog om deur middel van oorlegpleging konsensus met die vakbond(e) en/of werknemer(s) te bereik ten opsigte van die afleggingsvoorstelle: Met dien verstande dat indien konsensus nie bereik kan word nie voor die verstryking van die tiendaetyperk bedoel in paragraaf (a) die werkewer daarop geregtig is om die werkewer se afleggingsvoorstelle in werking te stel.
- (e) Die werkewer is daarop geregtig om die werkewer se afleggingsvoorstelle te eniger tyd in werking te laat tree op enige stadium as die vakbond(e) en/of werknemer(s) nie skriftelik reageer nie of weier en/of in gebreke bly om met die werkewer oorleg te pleeg ooreenkoms hierdie subklousule.
- (f) 'n Werknemer wat afgelê is ingevolge hierdie subklousule, is geregtig op 'n afleggingsbetaling van een week van sodanige werknemer se huidige basiese loon vir elke volpoide jaar van aaneenlopende diens by sy werkewer: Met dien verstande dat die werkewer nie kragtens die Wet vrygestel is van die bepalings van hierdie subklousule nie.
- (11) **Kontrakte vir prestasiestandaarde:** (a) 'n Werkewer en 'n werknemer kan skriftelik 'n kontrak vir prestasiestandaarde aangaan solank ooreenstemming daaroor minstens vyf werkdae voordat die taak 'n aanvang neem, bereik word.
- (b) Betaling ingevolge 'n kontrak prestasiestandaarde mag nie minder wees nie as die basiese loon plus voordele vir die gewone werkure vir die bepaalde kategorie werknemer voorgeskryf in hierdie ooreenkoms, mits alle statutêre bepalings vir dienskontrakte met inbegrip van werkloosheidversekering, inkomstebelasting en die bepalings van hierdie Ooreenkoms, nagekom word.
- (12) **Proeftyelperk:** Enige proeftyelperk vir 'n dienskontrak is dieselfde as dié wat in die Wet voorgeskryf word, en die Goeie Praktykskode genoem in Bylae 8 van die Wet moet nagekom word voordat diensbeeindiging van krag word.
- (13) **Kraamverlof en verlof vir gesinsverantwoordelikheid:** Die bepalings van artikels 25 en 27 van die Wet op Basiese Diensvoorwaardes, 1997, moet in die Bouwywerheid toegepas word.

9. BESOLDIGING

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

| Kategorie van werknemer | Minimum loon—per uur | | |
|-----------------------------------------------------------------------------------------------------------------|----------------------|----------|----------|
| | Gebied A | Gebied B | Gebied C |
| (i) Arbeider | R | R | R |
| (ii) Skoonmaker..... | 6,64 | 5,39 | 4,67 |
| (iii) Algemene werker..... | 6,64 | 5,39 | 4,67 |
| (iv) Bouwerker Klas 4 en kwekelingbouwerker Klas 4 en steierwerkers | 10,22 | 8,31 | 7,21 |
| (v) Bouwerker Klas 3 en kwekelingbouwerker Klas 3..... | 10,98 | 9,74 | 8,44 |
| (vi) Bouwerker Klas 2, kwekelingbouwerker Klas 2 en bloklêer | 12,11 | 11,31 | 9,81 |
| (vii) Drywer/kragaangedrewe-masjineriebediender van motorvoertuie wat 'n kode C1-of hoër lisensie benodig | 16,52 | 14,49 | 12,56 |
| (viii) Drywer van alle ander voertuie wat 'n kode A-, A1- of B-lisensie benodig..... | 13,79 | Per dag | Per dag |
| (ix) Ambagsman | 10,37 | 93,39 | 80,78 |
| (x) Veiligheidswag | 22,08 | Per dag | Per dag |
| | 93,00 | 67,39 | 58,28 |

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

(2) **Oortyd:** 'n Werknemer is soos volg geregtig op betaling ten opsigte van oortyd gewerk ooreenkomstig klousule 8 (4) (a): Met dien verstande dat in gebiede B en C die eerste uur oortyd op Maandae tot Donderdae gewerk word, teen die basiese besoldiging sal wees:

| Dae gewerk | Veelvoud van basiese loon |
|--------------------------------------|---------------------------|
| (i) Maandae tot en met Saterdae..... | $1 \frac{1}{3}$ |
| (ii) Sondae | 2 |

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

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

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

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

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

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

(b) 'n Werknemer van wie dit verwag om weg van sy gewone woonplek te werk, moet daagliks 'n afwesigheidstoelae ontvang van R30 per dag ten opsigte van elke nag wat hy weg is van sy gewone woonplek, of moet deur die werkewer voorsien word van toepaslike slaapakkommodesie.

(c) Ondanks die bepalings van paragraaf (9) (6) (a) mag werkewers nie gedwing word om aan werknemers of vervoer te verskaf of om 'n addisionele vervoertoelaag te betaal nie: Met dien verstande dat indien 'n enkele werkewer vir bedryfs- of logistieke redes dit nodig ag, sogenaamde werkewer vir 'n spesifieke terrein waar daar nie publieke vervoer is nie, kan onderhandel met werknemers in verband met vervoerreëlings of addisionele vervoertoelaes, en is sodanige werknemers geregtig op vakkondverteenvoerding.

10. LOONBETALINGSPROSEDURE

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

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

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

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

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

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

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

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

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

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

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

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

11. BERGING EN VOORSIENING VAN GEREEDSKAP

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

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

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

12. VOORDELE

(1) Elke werknemer wat die volle aantal gewone werkure op 'n gewone werkdag, soos oorengekom werk of wat daarop geregtig is om op 'n publieke vakansiedag wat op 'n gewone werkdag val, van diens af te wees, is daarop geregtig om voordele voorgeskryf in hierdie Ooreenkoms te ontvang en word vir die doeleindes van hierdie ooreenkoms geag 'n "gesikte" werknemer te wees: Met dien verstande dat 'n werknemer wat vir 'n werkewerker op enige gewone werkdag moet werk, maar wat verhoed word om die volle aantal gewone werkure te werk as gevolg van omstandighede buite die werknemer se beheer of vir enige ander goeie rede wat vir die werkewerker aanvaarbaar is, word geag 'n "gesikte" werknemer ten opsigte van daardie werkdag te wees: Met dien voorwaarde voorts dat 'n werknemer wat volgens die bepalings van subklousule 8 (9) afgelê is, nie op voordele geregtig nie.

(2) 'n Werkewerker moet voordele aankoop op 'n wyse deur die Raad voorgeskryf om bydraes soos bepaal in die Ooreenkoms ten opsigte van "gesikte werknemers" te doen.

(3) Die Raad moet elke gesikte werknemer se voordelekord hou, en die voordele so aangekoop deur die werkewerker, moet aangedui word op die werknemer se betaalstrokie.

(4) 'n Werknemer wat ooreenkom om 'n saamgeperste werkweek van minder as vyf gewone werkdae te werk, sal geregtig wees op voordele vir vyf werkdae vir elke saamgeperste werkweek wat gwerk is.

(5) Om voorsiening te maak vir veranderinge wat werkewers aan loonstelsels moet aanbring, moet daar oorangstydperke wees wat op 30 April 2002 in gebied A en op 31 Oktober 2002 in gebiede B en C, onderskeidelik eindig en waartydens werkewers kan voortgaan om voordele uit te betaal soos bepaal in klousule 12 van die Ooreenkoms van toepassing vir die gebiede Kaapse Skiereiland en Boland onmiddellik voor hierdie Ooreenkoms van toepassing geword het.

(6) Binne 12 maande na die datum wat hierdie Ooreenkoms van toepassing word, moet die Raad voorsiening maak vir meer buigsame pensioen/voorsorg en mediese bystandsvoordele en dit kan ook insluit dat werknemers kan kies om kontantbetaaling in plaas van pensioen/voorsorg- en bystandsvoordele, te ontvang.

13. VAKANSIEFONDS

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

(2) 'n Werkewerker moet bydra tot die Vakansiefonds namens 'n gesikte werknemer ten opsigte van elke normale werkdag wat daardie werknemer in sy diens is ("n bydraedag"), welke bedrag soos volg bereken word:

| Kategorie van werknemer | Bedrag per dag rand | | |
|---------------------------------------------------------------------------|---------------------|----------|----------|
| | Gebied A | Gebied B | Gebied C |
| (i) Arbeider | 4,22 | 2,90 | 2,52 |
| (ii) Skoonmaker..... | 4,22 | 2,90 | 2,52 |
| (iii) Algemene werker..... | 6,50 | 4,48 | 3,88 |
| (iv) Bouwerker Klas 4 en kwekelingbouwerker Klas 4 en steierwerkers | 6,81 | 5,25 | 4,55 |
| (v) Bouwerker Klas 3 en kwekelingbouwerker Klas 3..... | 7,51 | 6,09 | 5,29 |

| Kategorie van werknemer | Bedrag per dag rand | | |
|---------------------------------------------------------------------------------------------------------------|---------------------|----------|----------|
| | Gebied A | Gebied B | Gebied C |
| (vi) Bouwerker Klas 2, kwekelingbouwerker Klas 2 en bloklêer..... | 10,25 | 7,81 | 6,77 |
| (vii) Drywer/kragaangedrewe-masjineriebediener van motorvoertuie wat 'n kode C1-of hoër lisensie benodig..... | 8,98 | 5,72 | 4,95 |
| (viii) Drywer van alle ander voertuie wat 'n kode A-, A1- of B-lisensie benodig..... | 6,76 | 4,23 | 3,66 |
| (ix) Ambagsman..... | 13,70 | 10,11 | 8,74 |
| (x) Veiligheidswag | 7,21 | 4,13 | 3,57 |

(3) Elke werkewer moet die bydrae aan die Raad betaal op die werknemer se gewone betaaldag.

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

- (a) ten opsigte van voordele deur die werkewer uitgereik na 31 Oktober elke jaar, welke voordele geag word ten opsigte van die volgende jaar uitgereik te wees;
- (b) ten opsigte van voordele vir meer as 255 dae in een enkele jaar wat op 31 Oktober daardie jaar eindig;
- (c) indien 'n werknemer versuim om die waarde van sy voordele binne ses maande van die aanvang van die jaarlike verloftydperk te eis, tensy die Raad in sy oordeel andersins besluit, in welke geval die waarde van die voordele die algemene fonds van die Raad sal toeval;
- (d) ten opsigte van aftrekings gemaak ten opsigte van 'n werknemer se Vakansiefonds waarop hy geregtig is ingevolge klousule 8 (8) (c);
- (e) behoudens subklousule (5), voor die datum soos bepaal deur die Raad ingevolge hierdie klousule.

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

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

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

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

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

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

14. PENSIOEN-/VOORSORGFONDS

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

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

(3) 'n Werkgever moet die volgende bydra tot die Pensioenfonds ten opsigte van elke gesikte werknemer ten opsigte van elke bydrae dag:

| Kategorie van werknemer | Bedrag per dag Rand | | |
|------------------------------------------------------------------------------------------------------------------|------------------------|----------|----------|
| | Gebied A | Gebied B | Gebied C |
| (i) Arbeider | — | — | — |
| (ii) Skoonmaker..... | 4,36* | — | — |
| (iii) Algemene werker | 6,70 | 5,30 | 4,60 |
| (iv) Bouwerker Klas 4, kwekelingbouwerker Klas 4 en steierwerkers | 7,03 | 6,21 | 5,38 |
| (v) Bouwerker Klas 3 en kwekelingbouwerker Klas 3..... | 7,75 | 7,22 | 6,26 |
| (vi) Bouwerker Klas 2, kwekelingbouwerker Klas 2 en bloklêer | 10,57 | 9,24 | 8,01 |
| (vii) Drywer/kragaangedrewe-masjineriebediender van motorvoertuie wat 'n kode C1- of hoër lisensie benodig | 9,26 | 6,77 | 5,86 |
| (viii) Drywer van alle ander voertuie wat 'n kode A-, A1- of B-lisensie benodig..... | 6,97 | 5,01 | 4,33 |
| (ix) Ambagsman | 14,13 | 11,97 | 10,35 |
| (x) Veiligheidswag | 7,44 | 4,89 | 4,23 |

(4) Elke werkgever moet verder 'n bydrae van die betaling van elke gesikte werknemer ten opsigte van elke bydrae-dag aftrek, wat soos volg bereken moet word:

| Kategorie van werknemer | Bedrag per dag Rand | | |
|------------------------------------------------------------------------------------------------------------------|------------------------|----------|----------|
| | Gebied A | Gebied B | Gebied C |
| (i) Arbeider | — | — | — |
| (ii) Skoonmaker..... | 4,08 | — | — |
| (iii) Algemene werker | 6,29 | 5,30 | 4,60 |
| (iv) Bouwerker Klas 4, kwekelingbouwerker Klas 4 en steierwerkers | 6,59 | 6,21 | 5,38 |
| (v) Bouwerker Klas 3 en kwekelingbouwerker Klas 3..... | 7,27 | 7,22 | 6,26 |
| (vi) Bouwerker Klas 2, kwekelingbouwerker Klas 2 en bloklêer | 9,91 | 9,24 | 8,01 |
| (vii) Drywer/kragaangedrewe-masjineriebediender van motorvoertuie wat 'n kode C1- of hoër lisensie benodig | 8,69 | 6,77 | 5,86 |
| (viii) Drywer van alle ander voertuie wat 'n kode A-, A1- of B-lisensie benodig..... | 6,53 | 5,01 | 4,33 |
| (ix) Ambagsman | 13,25 | 11,97 | 10,35 |
| (x) Veiligheidswag | 6,98 | 4,89 | 4,23 |

(5) Elke werkgever moet bogenoemde bydraes aan die Raad betaal op die werknemer se gewone betaaldag.

(6) Behoudens 'n gesikte werknemer se regte om 'n bevoordeelde te benoem om enige bedrae wat aan hom betaalbaar mag word ingevolge die Pensioenfonds, te ontvang, in die geval van sy dood voor afdrede, is enige pensioenvoordele wat tot 'n werknemer ooploop ingevolge hierdie Ooreenkoms, nie oordraagbaar nie, en mag nie gesedeer of verpand word nie.

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

15. SIEKEFONDS

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

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

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

| Kategorie van werknemer | Bedrag per dag Rand | | |
|----------------------------------------------------------------------------------------------------------|------------------------|----------|----------|
| | Gebied A | Gebied B | Gebied C |
| (i) Arbeider | 0,68 | 0,59 | 0,51 |
| (ii) Skoonmaker | 0,68 | 0,59 | 0,51 |
| (iii) Algemene werker | 1,05 | 0,91 | 0,79 |
| (iv) Bouwerker Klas 4, kwekelingbouwerker Klas 4 en steierwerkers | 1,10 | 1,07 | 0,93 |
| (v) Bouwerker Klas 3 en kwekelingbouwerker Klas 3 | 1,21 | 1,24 | 1,08 |
| (vi) Bouwerker Klas 2, kwekelingbouwerker Klas 2 en bloklêer | 1,65 | 1,59 | 1,38 |
| (vii) Drywer/kragaangedrewe-masjineriebediener van motorvoertuie wat 'n kode C1-of hoër lisensie benodig | 1,45 | 1,17 | 1,01 |
| (viii) Drywer van alle ander voertuie wat 'n kode A-, A1- of B-lisensie benodig | 1,09 | 0,86 | 0,75 |
| (ix) Ambagsman | 3,09 | 2,89 | 2,50 |
| (x) Veiligheidswag | 1,16 | 0,84 | 0,73 |

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

| Gewone werkdae afwesig | Klas van wernemer | % van minimum basiese loon voorgeskryf in klousule 9 (1) |
|---------------------------|-----------------------|----------------------------------------------------------------|
| 1ste-10de | Alle werknemers | 75% |
| 11de-130ste | Alle werknemers | 33% |

- (5) Behoudens die Reëls van die Fonds, is 'n werknemer nie geregtig op siektebetaling nie—
- (a) totdat 130 aaneenlopende daaglikske bydraes gemaak is tot die Fonds ten opsigte van sodanige werknemer: Met dien verstande dat bydraes wat onderbreek is deur 'n tydperk van werkloosheid of verwisseling van werkgewer, geag word aaneenlopend te wees;
 - (b) vir meer as 130 dae in enige tydperk van 365 dae, bereken vanaf die eerste dag ten opsigte waarvan die werknemer geregtig is op siektebetaling;
 - (c) indien hy van die werk afwesig is as gevolg van 'n ongeluk waarvoor hy vergoed sal word ingevolge die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993;
 - (d) as sy afwesigheid van werk verband hou met die misbruik van alkohol of onwettige verdowingsmiddels, of as hy ongeskik is as gevolg van siekte weens sy eie nalatigheid of wangedrag;
 - (e) as hy in gebreke bly om die opdragte van 'n mediese praktisyne na te kom, of indien hy volgens die mening van daardie praktisyne sy toestand vererger of vertraag het of sy herstel vertraag het as gevolg van sy eie toedoen;
 - (f) as hy ly aan 'n besering ten opsigte waarvan 'n derdeparty aanspreeklik is vir vergoeding of wel vir hom daarvoor vergoed;
 - (g) terwyl hy behandeling ondergaan soos voorgeskryf deur enige ander persoon as 'n geregistreerde mediese praktisyne;
 - (h) indien hy in gebreke bly om die Raad te voorsien van enige tersaaklike inligting wat hy mag aanvra;
 - (i) indien die Raad bevind dat hy geskik is om sy werk te hervat of dat hy permanent ongeskik is, in welke geval hy sal ophou om geregtig te wees op siektebetaling vanaf 'n datum deur die Fonds vir hiérdie doel bepaal; en
 - (j) op enige tydstipanneer die bedrag tot die krediet van die Fonds onder R100 000,00 val, of tot op sodanige tydstip daarnaanneer die bedrag tot die krediet van die Fonds weer R500 000,00 oorskry.
- (6) Die Fonds is daarop geregtig om enige bedrag van 'n werknemer te verhaal—
- (a) as gevolg van vals inligting aan die Fonds verskaf deur of ten behoeve van sodanige werknemer, en
 - (b) indien die werknemer versuum om die Fonds betyds te verwittig van enige verandering in sy omstandighede wat daar toe kon geleid het dat die bedrag van die voordele heroorweeg of gestaak sou word, in welke geval die Fonds enige geldie wat aan 'n werknemer te veel betaal is, kan teruggeis.

(7) In die geval waar 'n werknemer kraamverlof neem moet die Siekefonds aan so 'n werknemer 33% van haar huidige lone betaal vir 'n maksimum tydperk van 120 dae.

(8) Die Fonds moet aanhou om die werkgewerbydraes tot die Vakansiefonds en die Mediese Hulpfonds van die Boubedryf, ten behoeve van die werknemer te betaal tydens die tydperk van drie of meer aaneenlopende dae in 'n betaalweek waarvoor die werknemer siektebetaling ingevolge hierdie klousule ontvang.

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

16. OUDITERING EN BOEKHOUDING

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

17. UITGAWES VAN DIE RAAD

(1) Elke werkgewer moet 'n bedrag van R0,01 per gewone werkdag van die lone van elke gesikte werknemer aftrek en 'n gelyke bedrag byvoeg by die bedrag aldus afgetrek.

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

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

18. VAKBONDLEDEGELED

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

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

OF

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

19. SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

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

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

20. VAARDIGHEIDS- EN OPLEIDINGSTRUST VIR DIE BOENYWERHEID

(1) Elke werkgewer moet aan die Raad 'n bydrae betaal soos van tyd tot tyd deur die Vaardigheids- en Opleidingstrust bepaal.

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

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

Vakbonde kan kies om een van die volgende mechanismes te gebruik. In elke geval kan aftrekkings vir die Siekefondsbydraes alleenlik geskied met die skriftelike toestemming van die betrokke werknemer.

- (a) (i) Elke vakbond is daarop geregtig om elke werkgewer in die Nywerheid regstreeks te nader met die doel om stoporderfasiliteite daar te stel vir die aftrekking van vakbondsiekefondsbydraes ten opsigte van lede wat hulle toestemming daartoe gee.
- (ii) Elke werkgewer wat sodanige fasiliteite toestaan, is daarop geregtig om 'n administrasiefooi van 2,5% van die bydraes aldus ingevorder, af te trek.

OF

- (b) (i) Elke werkgewer is daarop geregtig om 'n bedrag gelyk aan 0,4% van die loon vir 'n normale werksdag van 'n werknemer wat 'n lid van 'n geregistreerde vakbond is en vir wie lone voorgeskryf is in klousule 9 van hierdie Ooreenkoms, af te trek.

- (ii) Die Raad moet elke maand aan die Siekefonds vir die Westelike Provinse Bou- en Verwante Ambagte oorbetaal, alle geldie aldus ingevorder deur werkgewers ingevolge paragraaf b (i) min 'n administrasiefooi van 2,5% op bruto verkope, welke bedrag in die Raad se algemene fonds inbetaal moet word.

22. ALGEMEEN

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

- (b) Enige persoon kan 'n afskrif van hierdie Ooreenkoms bekom deur betaling van 'n bedrag van R5,00 aan die Raad.
 (c) Elke party by hierdie Ooreenkoms ontvang twee gratis afskrifte van die Ooreenkoms en Konstitusie.

(2) Belasting op toegevoegde waarde (BTW): Alle monetêre bedrae in hierdie Ooreenkoms genoem, is sonder belasting op toegevoegde waarde.

(3) Skuiling en abusiefasilitate: (a) Op enige bouperseel waar boubedrywighede plaasvind, moet werkgewers geskikte akkommodasie voorsien om—

- (i) as skuiling te dien vir werknelmers tydens gure weer; en/of
 (ii) as kleedkamer te dien: Met dien verstande dat hierdie subklousule nie van toepassing is op stukwerk nie en op persele waar minder as tien werknelmers in diens is of waar omstandighede wat eie is aan die terrein of die aard van die werk wat uitgevoer word, nie ruimte vir 'n kleedkamer laat nie.

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

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

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

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

(5) Beskermende klere: 'n Werkgewer moet aan werknelmers beskermende klere ooreenkomsdig die vereistes van die Wet op Beroeps gesondheid en Veiligheid verskaf soos en wanneer omstandighede dit verg.

22. VRYSTELLINGS

(1) Alle aansoeke om vrystelling moet skriftelik (op die aansoekvorm voorsien deur die Raad) wees en moet gerig word aan die Sekretaris van die Raad.

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

- (a) Die tydperk waarvoor vrystelling benodig word;
 (b) die Ooreenkoms en klousules of subklousules van die Ooreenkoms waarvan vrystelling gevra word;
 (c) bewys dat die vrystelling waarvoor aansoek gedoen word, wel bespreek is tussen die werknelmer en hul werkgewers en hul onderskeie verteenwoordigers. Die reaksies voortspruitend uit sodanige oorlegplegings, hetsey ten gunste van of teen die aansoek, moet by die aansoek ingesluit word.

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

(4) Aansoeke om vrystelling wat na die Raad verwys word, word deur die Raad oorweeg aan die hand van die vrystellingskriteria uiteengesit in subklousule (11) hiervan, en die applikant moet skriftelik van die Raad se beslissing verwittig word binne 14 gewone werkdae na die vergadering waartydens die aansoeke oorweeg was.

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

(6) 'n Onafhanklike liggaam wat as 'n "Vrystellingsraad" bekend sal staan, word hierby deur die Raad ingestel ingevolge artikel 32 van die Wet wat enige appèl aanhoor en beslis wat aangeteken word teen—

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

(7) Binne 14 opeenvolgende dae nadat die nie-partye van die Raad se beslissing aangaande sy aansoek om vrystelling verwittig is, kan die nie-partye wat ontevrede is met die Raad se beslissing, 'n skriftelike appèl teen die Raad se beslissing by die Sekretaris van die Raad indien. Sodanige appèl moet volledig gemotiveer wees.

(8) Die Sekretaris moet die appèl, tesame met die Raad se beslissing rakende die aansoek om vrystelling, aan die Vrystellingsraad voorlê wat die aangeleentheid so spoedig moontlik moet aanhoor en daaroor moet besluit met inagneming van die vrystellingskreteria uiteengesit in subklousule 23 (11) hiervan, en indien daar toe versoek deur die applikante of beswaarmakers, onderhoude voer met die applikante of enige beswaarmakers tydens sy eersvolgende vergadering: Met dien verstande dat die Vrystellingsraad 'n beslissing tot 'n volgende vergadering kan uitstel indien addisionele motivering, inligting of mondelinge getuienis nodig geag word ten einde oor 'n aansoek om vrystelling te besluit.

(9) Nadat die Vrystellingsraad besluit het om die appèl te handhaaf en om 'n vrystelling toe te staan, moet hy 'n vrystellingsertifikaat uitrek en die applikant(e) binne 10 gewone werksdae na die datum waarop die besluit geneem is, inlig deur duidelik te spesifiseer—

- (a) wat die bepalings van die vrystelling behels; en
- (b) die terugvoerbepalings wat deur die applikant nagekom moet word asook die moniterings- en herevaluasie-bepalings.

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

(11) **Vrystellingskriteria:** Die Vrystellingsraad moet alle aansoeke om vrystelling oorweeg met verwysing na die volgende kriteria:

- (a) Die skriftelike en mondelinge stawing deur die applikant voorsien;
- (b) die mate van raadpleging met en die vertoë vir of teen die verlening van vrystelling soos verskaf deur werkgewers of werkneemers wat deur die vrystelling geraak sal word, indien toegestaan;
- (c) die bepalings van die vrystelling;
- (d) die inbreuk maak op die reg op basiese diensvoorraarde;
- (e) die feit dat 'n mededingende voordeel nie geskep word deur die vrystelling nie;
- (f) dat vrystelling van enige werkneemervoordelefonds of opleidingsbepaling gesien moet word in verhouding tot die alternatiewe vergelykbare bona fide-vordeel of -bepaling, met inbegrip van die koste vir die werkneemers oordraagbaarheid, administrasiebestuur en -koste, groei en stabiliteit;
- (g) die mate waarin die voorgestelde vrystelling die kollektiewe bedeling en arbeidsvrede in die Bouwenswerheid ondermyne;
- (h) enige bestaande spesiale ekonomiese of ander omstandighede wat die verlening van die vrystelling regverdig;
- (i) die terugvoerbepalings wat deur die applikant nagekom moet word asook die moniterings- en herevaluasie-bepalings; en
- (j) die inagneming van die aanbevelings vervat in die Verslag van die Presidensiële Kommissie van Ondersoek na die Arbeidsmarkbeleid.

24. MEDIESE BYSTANDFONDS

(1) Die Mediese Bystandfonds vir die Bouwenswerheid ("die Fonds") word hierdeur voortgesit en gaan voort om deur die Raad geadministreer te word ingevolge die bepalings van die Wet met die doel om—

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

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

(3) 'n Werkneemer wat ingevolge die Reëls geregtig is om 'n lid van die Fonds te word, moet die helfte van die totale bydraes bydra en die werkewer moet die ander helfte van die bydrae bydra vir elke gewone werkdag wat die werkneemer in diens is van sodanige werkewer welke bydrae die volgende is:

| | | Bedrag per dag | |
|-----------------|--|----------------|----------|
| | | Lid-werkneemer | Werkewer |
| Ambagsman | | R 7,00 | R 7,00 |

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

(5) Elke werkgever moet bogenoemde bydraes aan die Raad betaal binne die tydperk soos vir sodanige doel bepaal.

(6) In die geval waar die Ooreenkoms verstryk, die Raad ontbind of sy werksamehde sou staak, is klausule 13 (7), (8) en (9) betreffende die Vakansiefonds, ook op hierdie Fonds van toepassing.

25. BESLEGTIGING VAN GESKILLE

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

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

- (b) die toekenning dubbelsinnig is of ooglopend verkeerd of gebrekkig is, maar alleenlik om die dubbelsinnigheid, fout of weglatting reg te stel;
- (c) die toekenning gegee is as gevolg van 'n fout wat die partye by die verrigtinge in gemeen het.
- (l) Enige toekenning wat deur 'n arbiter gemaak is, saam met enige redes daarvoor, moet aan alle belanghebbende partye, deur die Raad beteken word;
- (k) Die Sekretaris van die Raad kan by die Arbeidshof aansoek doen om die arbitrasietoekenning 'n Arbeidshofbevel ingevolge artikel 158 (1) van die Wet te maak.
- (l) Die bepalings van hierdie procedures is bykomend by enige ander regsmiddel wat die Raad kan gebruik om 'n kollektiewe ooreenkoms af te dwing.
- (m) (a) Indien die arbiter bevind dat enige party genoem in die geskil nagelaat het om te voldoen aan die voorwaardes van enige van die Raad se Kollektiewe Ooreenkomste wat bindend is vir daardie party kan die arbiter, benewens enige ander toepaslike bevel, 'n boete oplê.
- (b) Die maksimum boete wat 'n arbiter kan oplê, indien 'n voorwaarde van 'n Kollektiewe Ooreenkoms nie nagekom is nie—
- (i) uitgesonderd gevalle waar 'n bedrag verskuldig aan 'n werknemer/party ingevolge enige bepaling nie betaal is nie, is die boete betaalbaar ingevolge Tabel Een;
 - (ii) in gevalle waar 'n bedrag nie aan 'n werknemer/party betaal is nie, is die groter bedrag betaalbaar soos bepaal ingevolge Tabel Een:

TABEL EEN

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Geen vorige oortreding nie | R100 per werknemer ten opsigte van wie nagelaat is om aan 'n bepaling te voldoen. |
| 'n Vorige geval waar nagelaat is om te voldoen aan dieselfde bepaling | R200 per werknemēr ten opsigte van wie nagelaat is om aan 'n bepaling te voldoen. |
| 'n Vorige geval waar nagelaat is om te voldoen aan dieselfde bepaling binne die voorafgaande 12 maande of twee vorige veroordelings ten opsigte van dieselfde bepaling binne drie jaar | R300 per werknemer ten opsigte van wie nagelaat is om aan 'n bepaling te voldoen |
| Drie vorige gevallen waar nagelaat is om te voldoen aan dieselfde bepaling binne drie jaar | R400 per werknemer ten opsigte van wie nagelaat is om aan 'n bepaling te voldoen |
| Vier vorige gevallen waar nagelaat is om te voldoen aan dieselfde bepaling binne drie jaar | R500 per werknemer ten opsigte van wie nagelaat is om aan 'n bepaling te voldoen |

TABEL TWEE

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Geen vorige oortreding nie | 25% van die bedrag verskuldig, insluitende enige rente verskuldig op die bedrag soos op datum van die bevel. |
| 'n Vorige geval waar nagelaat is om te voldoen aan dieselfde bepaling binne drie jaar | 50% van die bedrag verskuldig, insluitende enige rente verskuldig op die bedrag soos op datum van die bevel. |
| 'n Vorige geval waar nagelaat was om te voldoen aan dieselfde bepaling binne 'n jaar, of twee vorige veroordelings ten opsigte van dieselfde bepaling binne drie jaar | 75% van die bedrag verskuldig, insluitende enige rente verskuldig op die bedrag soos op datum van die bevel. |
| Drie vorige gevallen waar nagelaat was om te voldoen aan dieselfde bepaling binne drie jaar | 100% van die bedrag verskuldig, insluitende enige rente verskuldig op die bedrag soos op datum van die bevel. |

TABEL TWEE

| | |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Vier of meer vorige gevalle waar nagelaat was om te voldoen aan dieselfde bepalings binne drie jaar | 200% van die bedrag verskuldig, insluitende enige rente verskuldig op die bedrag soos op datum van die bevel. |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|

- (n) 'n Toekenning deur 'n arbiter vir koste kan die volgende koste of enige ander koste wat na die arbiter se mening toegeken moet word, insluit:
- (i) Die vergoeding van die arbiter, met inbegrip van vervoer en verblyf;
 - (ii) die vergaderplekkoste;
 - (iii) die Raad se administrasiekoste;
 - (iv) die koste vir die uitreiking van dagvaardigings;
 - (v) die koste aan regsveteenwoordigers van die Raad betaal, welke koste deur die arbeidshof getakseer moet word;
 - (vi) die koste van die aangewese agent of ander personeel van die Raad wat die verhoor moes bywoon.

(2) **Procedure vir die oplossing van geskille oor die toepassing of vertolking van hierdie Ooreenkoms:** (a)

Enige persoon wat binne die toepassingsbestek van die Raad val, mag 'n geskil wat te doen het met die vertolking of toepassing van hierdie Ooreenkoms na die Raad in beslegting verwys ingevolge die bepalings van hierdie Ooreenkoms.

- (b) As 'n geskil aldus na die Raad verwys word, moet hy poog om die geskil te besleg—

- (i) deur versoening; en
- (ii) indien die geskil na versoening onopgeles bly, moet die Raad 'n arbiter aanwys om die geskil te besleg. Die magte van die arbiter is dieselfde as in subklousule (1) hierbo.

- (c) Die Sekretaris van die Raad kan aansoek doen om die arbitrasietoekenning 'n bevel van die Arbeidshof te maak ingevolge artikel 158 (1) van die Wet.

26. BEVOEGDHED VAN AANGEWESE AGENTE EN AANGESTELDE VERSOENERS EN ARBITERS

- (1) 'n Aangewese agent wat deur die Minister aangestel is ingevolge artikel 33 (1) van die Wet om te poog om geskille te besleg of beweerde oortredings te ondersoek en met die doel om roetine ondersoeke uit te voer om die nakoming van hierdie Ooreenkoms af te dwing, kan—

- (a) vir ondervraging iemand dagvaar wat moontlik inligting kan verskaf of wie se teenwoordigheid by die versoening of arbitrasie kan bydra om die geskil te besleg;
- (b) iemand dagvaar wat moontlik in besit of in beheer is van enige boek, dokument of voorwerp tersaaklik is vir die beslegting van die geskil, om voor 'n aangewese agent te verskyn om ondervra te word of om daardie boek, dokument of voorwerp te oorhandig;
- (c) 'n eed afneem of 'n plegtige verklaring aanvaar van iemand wat geroep is om getuenis te lewer of om ondervra te word;
- (d) ter enige redelike tyd, maar slegs nadat skriftelike magtiging ontvang is—
 - (i) persele binne gaan en ondersoek waarop of waarbinne enige boek, dokument of voorwerp tersaaklik vir die beslegting van die geskil gevind mag word of waar daar redelike vermoede bestaan dat dit daar is;
 - (ii) aandring op die nagaan, oorhandiging van enige boek, dokument of voorwerp, wat op of binne daardie persele is en wat tersaaklik vir die beslegting van die geskil kon wees of daarop besleg lê; en
 - (iii) ten opsigte van enige aangeleentheid tersaaklik vir die beslegting van die geskil 'n verklaring afneem van eimand op die persele wat gewillig is om 'n verklaring af te lê;
- (e) enige boeke, dokumente of voorwerpe wat oorhandig is, of waarop daar deur 'n aangewese agent beslag gelê is, nagaan, en vir 'n redelike tydperk behou.

- (2) 'n Dagvaardiging wat vir enige doel ingevolge subklousule (1) uitgereik is, moet deur die Sekretaris van die Bedingsraad onderteken wees en moet—

- (a) uitdruklik van die persoon daarin genoem, vereis om voor 'n aangewese agent te verskyn;
 - (b) die boek, dokument of voorwerp wat oorhandig moet word voldoende identifiseer; en
 - (c) die datum, tyd en plek waar die persoon moet verskyn, bevat.
- (3) Die skriftelike magtiging waarna verwys word in subklousule (1) (d)—
- (a) mag, indien dit betrekking het op woonpersele, slegs deur 'n regter van die Arbeidshof uitgereik word, met inagneming van artikel 14 vandie Grondwet, en dan slegs wanneer die aansoek van die aangewese agent onder eed of deur 'n plegtige verklaring die volgende inligting uiteensit:
 - (i) Die aard van die geskil;
 - (ii) die tersaaklikheid van enige boek, dokument of voorwerp vir die beslegting van die geskil;

- (iii) die teenwoordigheid van enige boek, dokument of voorwerp op die persele; en
 - (iv) die noodsaaklikheid om die persele binne te gaan om die boek, dokument of voorwerp na te gaan of beslag op te lê;
 - (b) in alle ander gevalle deur die Sekretaris van die Raad uitgereik word.
- (4) Die eienaar of bewoner van enige persele wat 'n aangewese agent gemagtig is om te betree om ondersoek in te stel, en enige persoon wat in diens is van genoemde eienaar of bewoner, moet die geriewe verskaf wat 'n aangewese agent mag benodig om daardie persele binne te gaan om die nodige ondersoek of beslaglegging te doen.
- (5) Die aangestelde persoon moet 'n kwitansie uitreik vir enige boek, dokument of voorwerp waarop beslag gelê is ingevolge subklousule (1).
- (6) Die wet wat betrekking het op privilegie, soos van toepassing op 'n getuie wat gedagvaar is of om 'n boek, dokument of voorwerp voor 'n hof te lever, is insgelyks van toepassing op die ondervraging van enige persoon of op die levering of beslaglegging van enige boek, dokument of voorwerp ingevolge hierdie klousule.
- (7) Die aangestelde persoon moet die voorgeskrewe getuievoorde aan elke persoon wat voor hom verskyn as gevolg van die dagvaardiging aan hom uitgereik, betaal.
- (8) 'n Persoon maak hom skuldig aan minagting van die aangewese agent—
- (a) wanneer, nadat 'n persoon gedagvaar is om te verskyn, die persoon sonder goeie rede afwesig is op die tyd en plek vervat in die dagvaardiging;
 - (b) wanneer, nadat 'n persoon verskyn het in opdrag van die dagvaardiging, die persoon versuim om teenwoordig te bly totdat die persoon deur die aangewese agent verskoon is;
 - (c) deur te weier om 'n eed af te lê of 'n plegtige verklaring te maak as 'n getuie wanneer daar toe vereis deur 'n aangewese agent;
 - (d) deur te weier om vrae volledig en na die beste van wete en mening te beantwoord, onderworpe aan subklousule (6);
 - (e) as die persoon, sonder goeie rede, versuim om 'n boek, dokument of voorwerp, uiteengesit in die dagvaardiging, uit te lever aan 'n aangewese agent;
 - (f) wanneer enige persoon moedwillig 'n aangewese agent verhinder om enige funksie uit te voer, aan hom opgedra deur of ingevolge die Wet;
 - (g) wanneer enige persoon 'n aangewese agent belêdig, neerhaal of verkleineer, of 'n ondersoek benadeel of onbehoorlik beïnvloed of op onbehoorlike wyse die aangewese agent se aanbevelings vertolk;
 - (h) deur moedwillig die versoenings- of artibrasieverrigtinge te onderbreek of deur onbehoorlike gedrag tydens sodanige verrigtinge;
 - (i) deur enigiets te doen met betrekking tot die aangewese agent wat, indien dit gedoen sou word met betrekking tot 'n hof, as minagting beskou sou word.
- (9) Die aangewese agent mag enige minagting van die hof verwys na die Arbeidshof vir 'n toepaslike bevel.
- (10) 'n Aangewese agent kan weier om 'n klagte te ondersoek wat deur 'n werknommer gemaak is meer as 13 weke nadat die geskil ontstaan het in die geval van 'n ambagsman en meer as 52 weke nadat die geskil ontstaan het in die geval van alle ander kategorieë werknommers.
- (11) 'n Aangewese agent kan weier om 'n klagte wat deur 'n vakbond gemaak is te ondersoek indien die vakbond nie eers gepoog het om die beweerde geskil direk met die werkgever party te besleg nie.

27. WERKGEWERFORUM

- (1) Die Raad moet 'n forum van werkgewerpartyé by die Raad stig om te besluit oor voorgestelde tariewe vir werk wat in spesifieke ambagte onderkontrakteer word.
- (2) Die tariewe moet bereken deur arbeidstariewe te gebruik wat nie laer is nie as die minimum basiese lone en voordele voorgeskryf vir die arbeiderkategorie.

28. NAKOMINGSKOMITEE

- (1) Die Raad moet 'n komitee genoem die "Nakomingskomitee" aanstel wat verantwoordelik sal wees vir die doeltreffende ondersoek van klagtes en doeltreffende afdwingingsoptrede in die geval van die nienakoming van die Ooreenkoms.
- (2) Die Nakomingskomitee moet—
- (a) riglyne en beginsels daarstel wat alle aspekte van die nakoming van die Ooreenkoms dek, wat aanvaarbaar is vir alle partyé by die Ooreenkoms en wat billike, kostedoeltreffende, onpartydige en korruptievrye afdwinging van hierdie Ooreenkoms teweeg sal bring;
 - (b) die riglyne en beginsels daargestel aktief moniteer en verseker dat die agente van die Raad dit nakom;
 - (c) die optrede van die Raad of die Nakomingskomitee vryelik aan die werkgewers en werknommers wat daarin belangstel meedeel;

- (d) ondersoek instel om positiewe metodes te vind om nakoming te bevorder, veral onder werkgewers en werknemers in die informele sektor en ook die werf van steun van alle persone en instellings verantwoordelik vir die voorbereiding van tenderdokumente en om sodoende verpligte nakoming van die Ooreenkoms deur werkgewers aan wie tenders toegeken word, te verseker;
- (e) te voorsien dat spoedige en koste-effektiewe versoening of arbitrasie van geskille tussen die Raad en werkgewers of werknemers plaasvind.

29. GEBIEDSONDERHANDELINGE

In wysigings van hierdie Ooreenkoms Gebied B ken Gebied C spesifiek raak, moet sulke wysigings tussen die werkgewers en die werknemers wat Gebied B en die Gebied C verteenwoordig, onderhandel word.

Op hede die 3de dag van September 2001 te Kaapstad onderteken.

M. F. HARTLEY

vir die South African Sub-contractors' Association

R. JOHNSON

vir die Master Builders' and Allied Traders' Association, Cape Peninsula

P. LE ROUX

vir die Boland Meesterbouers en Verwante Bedrywe Vereniging

W. C. CLIFT

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

E. TYEMBILLE

vir die Building, Construction and Allied Workers' Union

R. C. DAMON

vir die Building Workers' Union

J. VAN DER MERWE

vir die Construction and Allied Workers' Union

T. NTSOMI

vir die Building, Wood and Allied Workers' Union of South Africa

J. PRETORIUS

vir die South African Woodworkers' Unionz

No. R. 1066

1 November 2001

LABOUR RELATIONS ACT, 1995

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

CANCELLATION OF GOVERNMENT NOTICE

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 1063 of 27 October 2000, with effect from 1 November 2001.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1066**1 November 2001****WET OP ARBEIDSVERHOUDINGE, 1995****BEDINGINGSRAAD VIR DIE BOONYWERHEID (KAAP DIE GOEIE HOOP):
KOLLEKTIEWE OOREENKOMS VIR DIE BOLAND****INTREKKING VAN GOEWERMENSKENNISGEWING**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 1063 van 27 Oktober 2000, in met ingang van 1 November 2001.

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

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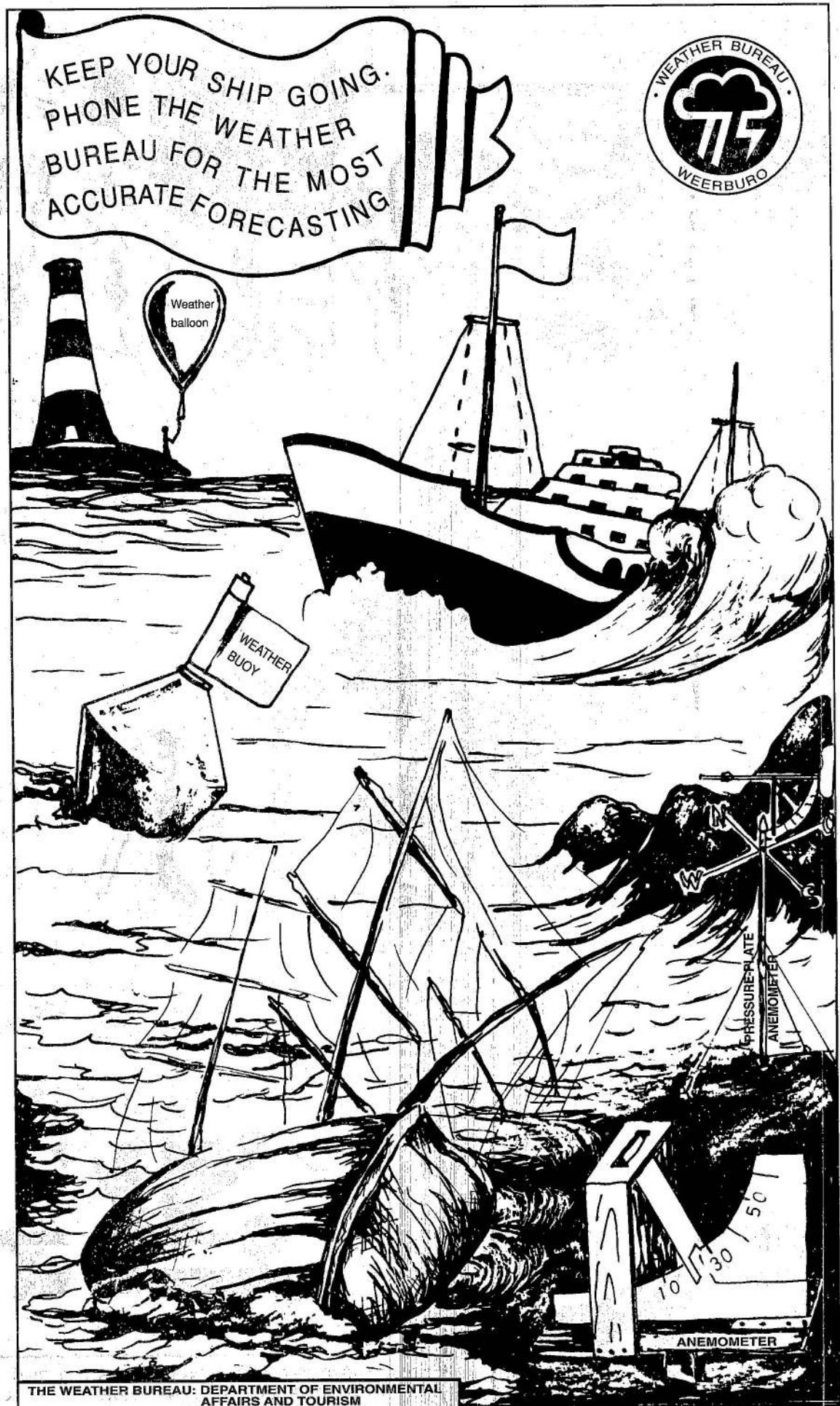


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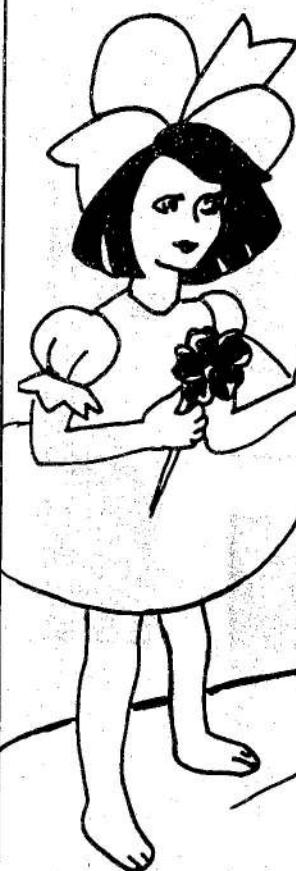


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