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DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 132

31 January 1997

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY (TRANSCAAL): NORTH WEST AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1998, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1.1.1 (i), 2, 12, 13.6.4.4, 13.9, 20, 22, 23, 24, and 25 of Chapter 1 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE
BUILDING INDUSTRY COUNCIL (TRANSVAAL)
NORTH WEST AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Gauteng Master Builders' Association

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

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

Construction and Allied Workers' Union

Building Construction and Allied Workers' Union

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

being the parties to the Building Industry Council (Transvaal).

CHAPTER 1

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed in the Building and Dimensional Stone Industries—

- (i) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;
- (ii) in the Magisterial Districts of Potchefstroom and Klerksdorp.

1.2 Notwithstanding the provisions of clause 1.1 the terms of this Agreement shall—

- 1.2.1 apply only to those classes of employees for whom wages are prescribed in this Agreement;
- 1.2.2 apply to apprentices and trainees;
- 1.2.3 apply to foremen and general foremen;
- 1.2.4 not apply to clerical employees and administrative staff;
- 1.2.5 not apply to persons who are engaged in the installation or wiring of lighting, heating or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings when such work is undertaken by an employer falling under the jurisdiction of another Industrial Council;
- 1.2.6 not apply to university or technicon students and graduates in building science, or to construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;
- 1.2.7 not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;
- 1.2.8 be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and the Furniture Industry; and
- 1.2.9 not apply to employers and employees engaged in the Building Industry on new housing of less than 50 square metres. However, this clause shall not apply to mass housing contracts.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for the period ending 31 January 1998 or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in the Act, and any reference to an Act shall include any amendment of such Act; further, unless inconsistent with the context—

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

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

"Act" means the Labour Relations Act, 1956;

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

"artisan" means an employee employed in a non-designated trade who is permitted to perform the work as defined in clause 2 of Chapter 2 and who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests;

"block" means any building work unit with dimensions in excess of 300 mm x 100 mm x 75 mm;

"Building Industry" means, without any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the site of the building or structure or elsewhere, and includes all work executed or carried out by persons in the said Industry who are engaged in the following trades or subdivisions thereof:

Asphalting, which includes covering floors and flat and/or sloping roofs, water-proofing or damp-proofing basements or foundations, whether or not with the 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, polypropylene, polyethylene, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;

bricklaying, which includes concreting and fixing concrete blocks, slabs of plates, tiling walls and floors, jointing brick-work, pointing, paving, mosaic work, facing work in state, in marble and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware drains;

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

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

joinery, which includes fixing 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, and includes cupboards, kitchen dressers and other kitchen fixtures which accrue to the building as a permanent part thereof;

lead-light making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), 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, 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 fixing steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, 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 decorating, paper-hanging, glazing, distempering, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and also sandpapering and all work preparatory to the operations aforementioned, sandpapering walls and woodwork, filling cracks in walls and puttying woodwork;

plastering, which includes modelling, model-making, mould-making, facing casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floorlaying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner and flexible cutting and finishing machinery, 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 bracing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire-sprinkler 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 fittings, which includes the following:

The manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

steel reinforcing and/or steel construction, which includes fixing all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any form which form a part of a building or structure;

woodworking, which includes carpentry and veneer panelling, and the polishing and sandpapering of same, wood-working, machining, turning, carving, the cladding all types of roofs, fixing sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceilings and wall covering, drilling and plugging walls, covering woodwork with metal, block and other flooring, including wood, linoleum, rubber composition, asphaltbased floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner and flexible cutting, finishing and polishing machinery, shuttering and/or preparing forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the Commercial Distributive shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no part of the direct cost to the customer;

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

"Council" means the Building Industry Council (Transvaal), registered in terms of section 19 of the Act;

"contract of service" means the official contract in terms of which a trainee artisan or trainee specified skills employee is employed and trained by the employer as prescribed in Addendum A or B of this Agreement;

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

"craftsman" means an employee in a designated trade who is permitted to perform the work as defined in clause 3 of Chapter 2, who has successfully completed all prescribed courses for a particular trade at a practical institutional training centre and the on-site period of training as prescribed;

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

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

"employee" means any person who is employed by or working for any employer and receiving or entitled to receive any remuneration, and any other person whomsoever who in any manner assists in the carrying on or conducting of the business of an employer; and "employed" and "employment" have corresponding meanings;

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

"essential services" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 8;

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

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

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

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

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

"labour-only contract" means a contract, agreement, arrangement of understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than laid down in clause 4 of Chapter 1 and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

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

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

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

"new general worker" means a general worker during the first six months of employment, who has never been employed in the Building Industry, in the area of application of this Agreement;

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of Chapter 1;

"person/s" includes—

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

"prescribed wage" means that portion of the remuneration payable to an employee in terms of clause 4 of Chapter 1 in respect of the ordinary hours laid down in clause 8 of Chapter 1: Provided that if an employer regularly pay an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of Chapter 1, it means such higher amount; (for the purposes of this definition, "regularly" means two consecutive payments);

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

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

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

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

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

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

"specified skills employee" means an employee employed in a specific skills trade who is permitted to perform work as defined in clause 1 of Chapter 2, and who has successfully completed the prescribed courses in the specified skills at a practical institutional training centre and the on-site period of training as prescribed;

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

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

"trainee artisan" means an employee registered as such with the Council and employed by his employer under a contract of service, who is permitted to perform skilled work in respect of the non-designated trades as defined in clause 2 of chapter 2, and who does not qualify for an apprenticeship in terms thereof;

"trainee specified skills employee" means an employee registered as such with the Council who is employed under a contract of service and who is permitted to perform skilled work in any one of the specified skills as defined in clause 1 of Chapter 2 for which he is so registered and who does not qualify for an apprenticeship in terms of the Manpower Training Act, 1981;

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

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

"working week" means from Monday to Friday.

(See also Chapters 2 and 3 for further definitions.)

4. PRESCRIBED WAGE

4.1 **General:** Wages of employees shall be adjusted either to the new prescribed wage, in terms of clause 4.1.1 of this Chapter, or by the amount of the across the board increase in terms of clause 4.1.2 of this Chapter, whichever is the greater. Furthermore, no employer shall pay and no employee shall accept wages at rates lower than prescribed in clause 4.1.1 of this Chapter, read with the remaining provisions of this clause.

4.1.1 Skilled, semi-skilled and unskilled employees.

SCHEDULE

Category of employee	Wage per hour
	With effect from the date of coming into operation of this Agreement
Craftsman.....	15,00
Artisan.....	11,29
Specified skills employee.....	6,70
Artisan (joiner) (mass manufacturing).....	11,29

Category of employee	Wage per hour
	With effect from the date of coming into operation of this Agreement
Artisan (wood machinist) (mass manufacturing).....	11,29
Specified skills joiner assembler (mass manufacturing).....	6,70
Specified skills machine operator (mass manufacturing).....	6,70
Manufacturing worker (mass manufacturing).....	3,23
General worker (not on construction).....	3,50
General worker (on construction).....	4,12
New general worker (not on construction).....	3,15
New general worker (on construction).....	3,71
Trainee artisan:	
Commencing wage.....	4,52
After successful completion of institutional training (training performance criteria) and after successful completion of on-site training (production performance criteria).....	7,34
After passing the prescribed trade test.....	11,29
Trainee specified skills employee:	
Commencing wage.....	5,03
After successful completion of institutional training (training performance criteria) and after a further three months' service.....	6,70

4.1.2 Across the board increase.

Category of employee	Per hour
	R
Craftsman.....	1,25
Artisan.....	1,00
Specified skills employee.....	0,55
Manufacturing worker (mass manufacturing).....	0,37
General worker (not on construction).....	0,40
General worker (on construction).....	0,47
Trainee artisan (non-designated).....	0,40
After training performance criteria and production performance criteria.....	0,65
Trainee specified skills.....	0,41

4.1.3 Employers who adjusted wages on a voluntary basis prior to the enactment of the Agreement may deduct any such increases granted to employees after 14 October 1996, from the amounts stated in clauses 4.1.1 and 4.1.2 of this Chapter.

4.2 **Suspension of employees:** Subject to the provisions of clause 8.3, an employer shall pay to any of his employees who he had temporarily suspended from work an amount equivalent to the wages and allowances which any such employee should have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this clause shall not apply to employees suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or vis major, fire, riot, civil commotion, strike, hostilities, illegal combination of workmen, terrorism, explosion and/or similar emergency.

4.3 **Protection of remuneration:** Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation, and any employee who on the said date is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement, shall continue to receive such higher wage whilst employed by the same employer on the same class of work.

4.4 **Differential rates:** An employee who on the same day performs two or more classes of work for which different rates of wages are prescribed in this Agreement or any other agreement of the Council, shall be paid at the highest rate of all the hours worked on that day: Provided that where an employee performs the work in a higher class for three hours or less per day, he shall only be paid at the higher rate in respect of the time actually occupied on such higher graded work.

4.5 **Tool allowance:** An employer shall pay any skilled employee who is employed in the manufacture and installation of purpose-made joinery an allowance of 10c per hour whilst so employed.

4.6 **New general worker:**

4.6.1 The Council shall verify the status of this worker, utilising the Council's contribution records.

4.6.2 The wage of a new general worker shall be as prescribed in clause 4.1.1 of Chapter 1.

4.6.3 Contributions as prescribed in Chapter 5 of this Agreement shall not apply to a new general worker.

4.6.4 All levies as prescribed in Chapter 5 of this Agreement shall be paid to the Council on a weekly basis.

4.6.5 If an employer fails to comply with the provisions of clause 4.6, he shall be responsible for the payment of wages of a general worker, as prescribed by this Agreement.

5. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

5.1 **General:** Wages, earnings for overtime, allowances in terms of this Agreement and all other remuneration due to an employee shall be paid in cash or by cheque or may be deposited into the employee's account with a financial institution. Such remuneration may be paid either weekly, bi-weekly or monthly, depending upon the arrangement between the employee and the employer.

5.2 **Waiting time:** Upon termination of employment, an employer shall pay such employee all wages, allowances and other remuneration up to the time such payment is made, in respect of every working hour or part thereof, from the time of termination of employment until the time of final payment. Payment shall be made not later than two working days after termination of employment:

Provided that—

- (i) waiting time shall not be paid for more than 16 hours;
- (ii) waiting time shall not be payable in addition to payment in lieu of notice in terms of clause 10 of Chapter 1;
- (iii) an employee who terminates his employment without having given and served the required notice shall not be entitled to payment for waiting time;
- (iv) an employee who is not entitled to notice in terms of clause 10 of Chapter 1 shall only be entitled to waiting time if he is not paid within 16 working hours from the time of termination of employment.

For the purposes of this paragraph, disbursement by registered post shall be deemed to constitute due payment. The date of payment shall be deemed to be the same as the date on which the letter was posted.

5.3 **Remuneration particulars:** Every employer shall at the date of payment issue the employee with a statement setting out in detail how the gross remuneration has been calculated, what deductions have been made and the nett remuneration payable, and the value of contributions which the employer has paid over to the Council and the cumulative number of contributions up to and including the last date in respect of each payment made.

5.4 **Overtime:** For the purposes of this Agreement, all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of this chapter shall be deemed to be overtime: Provided that an employee shall be paid for overtime at overtime rates only after having completed 40 hours per week at his ordinary rate of wage, except in a case where an employee has started with an employer during the week in which overtime has been worked and for that reason has not been able to complete 40 hours per week.

5.4.1 Notwithstanding the above provisions, any public holiday falling within any working week shall be deemed to be time worked for the purpose of calculating overtime as above.

5.4.2 Any employee who is required to work any time outside the ordinary hours prescribed in clause 8 hereof, shall be paid as follows:

- (a) One and a fifth times his actual rate of wage for all overtime worked from Mondays to Fridays, up to and including five hours;
- (b) one and a half times his actual rate of wage for all overtime worked in excess of five hours from Mondays to Saturdays, up to and including 16 hours per week;
- (c) subject to the provisions of clause 9.5 of this chapter, at double the rate of the employee's actual wage for all time worked on Sundays and public holidays defined in the Public Holidays Act, 1994.

5.4.3 The ordinary hours of work plus all overtime worked shall not exceed 56 hours per calendar week.

5.4.4 **Overtime provisions:** Should an employer require his employees to work overtime he shall give them at least 16 hours' notice of such fact: Provided however that no prior notice will be required to work overtime when employees are engaged on essential services, nor will any notice be required when, due to emergency work, employees are required to work overtime.

5.5.1 **Reporting of non-payment:** An employee who qualifies in terms of this Agreement or any other agreement of this Council for payment by his employer of wages and/or contributions to the Council on his behalf in terms of the various funds, and who was not paid in terms of the provisions of this Agreement, shall report such non-payment of wages or contributions in terms of clause 2 of Chapter 5 to the Council within a period of 10 weeks from the date of such failure to pay.

5.5.2 Where the employee has reported the non-payment within the period as prescribed in clause 5.5.1 hereof, he shall be entitled to payment by the Council from the guarantee held by it in respect of the employer who has failed to make such payment, and then only to the extent of moneys available in terms of such guarantee.

5.5.3 An employee who has failed to report any non-payment as prescribed shall forfeit any rights of recovery and the Council shall not act against the employer in terms of this Agreement unless misrepresentation by the employer has been proved.

5.5.4 If an employee has deserted or terminated his employment without notice, the Council shall, on application by the employer, deduct and pay over the amount owing to the employer, which shall equal the required notice period, from the holiday pay of the employee.

5.6 *Shiftwork*: An employer shall be permitted to employ his employees on shift-work: Provided however, that the provisions of clauses 5 and 8 have in essence been complied with.

6. REGISTRATION OF EMPLOYEES

6.1 Every employer shall, within a period of seven days from the date of employment of an employee, register such employee with the Council, but shall, notwithstanding the above provisions, pay such employee the remuneration, allowances and contributions in terms of this Agreement applicable to the category of employee so engaged, unless an exemption has been obtained.

6.1.1 An employee employed in any of the designated trades as defined in clause 3 of Chapter 2, who—
has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recommended practical institutional training centre; and
has successfully completed the PPCs (production performance criteria) during an on-site period of training; and
has passed the required trade test; and
has obtained the National Technical Certificate Part II (N2),
shall be registered as a craftsman.

6.1.2 An employee employed in any of the non-designated trades as defined in clause 2 of Chapter 2, who—
has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recommended practical institutional training centre; and
has successfully completed the PPCs (production performance criteria) during an on-site period of training; and
has passed the required trade test,
shall be registered as an artisan.

6.1.3 An employee engaged in the performance of any of the activities as defined in clause 1 of Chapter 2, who—
has passed the relevant TPCs (training performance criteria) in respect of the training courses at a recognised practical institutional training centre; and
has completed the PPCs (production performance criteria) during an on-site period of training of a least three months,
shall be registered as a specified skills employee.

6.1.4 The Council shall have the right to determine any other additional specified skills categories from time to time.

6.1.5 Notwithstanding the provisions of clause 6.1 hereof, the council may, however, in its discretion refuse an application of an individual employer for the registration of trainee specified skills employees, should an investigation prove that the employer has not complied with the training requirements of such class of employee.

6.2 Every employer who employs an employee to perform skilled work, who is not in possession of the necessary qualifications to perform such work, shall register the employee with the Council within seven days of the engagement and shall—

- (a) enter into the prescribed contract of apprenticeship in terms of the Manpower Training Act, 1981; or
- (b) enter into the contract of service for a trainee artisan prescribed in Addendum A of this Agreement; or
- (c) enter into the contract of service for a trainee specified skills employee prescribed in Addendum B of this agreement; or
- (d) enter into the contract of service prescribed by the Council from time to time, in terms of which employees are being trained by the employer in trades or skills in respect of which no institutional training exists.

6.3 An employer shall pay a trainee or learner in accordance with the level of competency reached and in accordance with the remuneration and allowances determined for the successful completion of the relevant training courses.

6.4 Any employee referred to in clause 6.3 hereof who has not successfully completed any training course/s shall remain at the level of remuneration commensurate with the level of skill attained, and the employer shall be permitted to continue employing such employee on the conditions applicable.

6.5 All skilled and semi-skilled employees at present registered as such with the Council shall retain their existing status at the date of the implementation of this Agreement. Notwithstanding the above, the Council may, however, amend or withdraw any certificate of registration issued to any class of employee and may reclassify the employee to whom a certificate had been issued whenever the Council is convinced that the original registration and classification of the employee concerned had been incorrectly issued. The decision of the Council shall be final and binding.

6.6 Any employee who is required to register with the Council in terms of the provisions of this Agreement shall on demand of an agent of the Council produce the registration certificate issued to him by the Council.

6.7 All employees who were registered as master craftsmen on 3 September 1990 shall, for the purposes of this Agreement, also be deemed to be registered as craftsmen.

7. PROHIBITED EMPLOYMENT

7.1 Subject to the provisions of clause 6.1 of this chapter, no employer shall permit an employee to perform work for which he is required to register in terms of clause 6 of this chapter, unless such employee is registered in the proper category.

7.2 No employee may perform work for which there is a requirement to register unless he is so registered.

7.3 Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits a person to perform an operation shall be deemed to relieve the employer of such a person from paying the prescribed wages and allowances of an artisan which he would have had to pay and observing the conditions which he would have had to observe had the performance of the particular operations by the person concerned not been prohibited, and the employer shall remain liable to pay such remuneration and observe such conditions as if the performance of the particular operations by the person concerned had not been prohibited.

7.4 An employee who is registered, or who would qualify for registration with the Council in a higher category, shall within 10 working days of engagement produce proof to his employer of such higher qualification, failing which the employee shall be deemed to be an employee in the category in which he was so engaged.

8. HOURS OF WORK

8.1 The ordinary hours of work which shall be observed by all employers and employees shall be 40 hours in any one week, calculated at not more than eight hours per day, Mondays to Fridays.

8.2 No employee shall be allowed to work for longer than five hours in any one day without an interval of at least 30 minutes.

8.3 **Short time:** Every employer who, owing to insufficient work, requires an employee to work short time, shall notify the Council of such decision after agreement with his employees to work short time.

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS

9.1 Public Holidays shall be as defined in the Public Holidays Act, 1994.

9.2 An employee who has worked 48 weeks in any one year and for whom holiday fund contributions have been paid shall be entitled to 15 fully paid working days' leave per annum.

9.3 The annual leave period shall be for four calendar weeks, which shall commence on the Friday immediately before 16 December, or such day as the Council may determine, but not later than 16 December.

9.4 No employer shall require an employee to perform and no employee shall perform any work in the Industry during the holiday period prescribed in clause 9.3 hereof, without the permission of the Council being obtained.

9.5 Notwithstanding the provisions of clause 9.4 hereof, an employer and his employees may agree to work for a maximum period of two weeks during the annual leave period at normal rate plus contributions: Provided that no work shall be performed during the weeks in which Christmas Day and New Year's Day fall.

10. TERMINATION OF SERVICE

10.1 Whenever an employer or an employee intends terminating a contract of employment—

10.1.1 during the first 65 working days of employment, no period of notice of termination of employment shall be required;

10.1.2 after the first 65 working days of employment, up to and including 24 months of employment, he shall give to the other party five working days' notice of termination of such contract of employment;

10.1.3 after 24 months of employment, up to and including 60 months of employment, he shall give the other party 10 working days' notice of termination of such contract of employment;

10.1.4 after 60 months of employment, he shall give the other party 20 working days' notice of termination or such contract of employment.

10.2 Notwithstanding the above provisions, the parties may enter into a written contract which provides for a period of notice which is longer than the periods stipulated above.

10.3 Notice of termination of service shall be given in writing.

10.4 The provisions of this clause shall not affect the right of an employer or any employee to terminate the contract without notice for any cause recognised by law as sufficient and shall not affect the operation of any forfeiture or penalty which by law may be applicable in respect of an employee who deserts.

10.5 An employer shall, upon termination of a contract of employment where the employee's employment exceeded 65 working days, furnish the employee with a certificate of service giving the full names of the employer and the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the wage of the employee as at the date of such termination.

10.6 Both the employer and the employee shall have the right to pay the other party the appropriate remuneration in lieu of the prescribed notice period.

11. STORAGE OF TOOLS

11.1 On all work sites and workshops where the duration of the work is in excess of 12 calendar weeks, the employer shall—

- 11.1.1 provide a lock-up for locking up the employee's tools at all times;
- 11.1.2 be responsible for keeping lock-ups properly and/or securely locked at all times;
- 11.1.3 be responsible for insuring the tools of an employee against loss by fire.

11.2 Notwithstanding the period referred to in clause 11.1 hereof, the employer shall be responsible for the safekeeping of the employee's tools.

12. AGENTS

12.1 The Council shall appoint agents to assist in giving effect to this Agreement and shall furnish every such agent with a certificate signed by the Secretary or an authorised official.

12.2 Before carrying out any investigation in terms of this Agreement, the agent shall, where practical, inform the employer or a responsible person in the employ of the employer of his intentions.

12.3 Every person upon whom the provisions of this Agreement are binding shall assist the agent to the best of his ability to enable the agent to carry out the above provisions.

13. REGISTRATION OF EMPLOYERS

13.1 Every employer in the Industry who—

- 13.1.1 is not registered at the date of commencement of this Agreement, shall register with the Council within one month from such date;
- 13.1.2 commences operation subsequent to the commencement of this Agreement, shall register with the Council within one month from such commencement.

13.2 Every employer required to register with the Council shall provide the Secretary with the following particulars, on the prescribed form:

- (a) Full name and identity number;
- (b) trading name;
- (c) business address;
- (d) residential address;
- (e) the trade or trades which he is carrying on in the Industry.

13.3 Where an employer is carrying on business as a partnership, company or close corporation, the information in accordance with clause 13.2 hereof shall be furnished in respect of each partner, director or member, respectively.

13.4 Every registered employer shall notify the Council in writing of any change in the particulars referred to in clause 13.2 hereof, within 14 days of such change.

13.5 Any registered employer who intends to cease operating as such is required to notify the Secretary of the Council in writing at least 14 days prior to the date on which he intends such cessation.

13.6 Every employer in the Industry shall, together with his application for registration, lodge with the Council a guarantee in a form acceptable to the Council to cover the following payment in respect of his employees:

13.6.1 Where the employer pays his employees on a weekly basis, the guarantee shall cover two weeks' wages as prescribed in clause 4 of this chapter and two weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall not be less than R1 000;

13.6.2 where an employer pays his employees bi-weekly, the guarantee shall cover three weeks' wages as prescribed in clause 4 of this chapter and three weeks' contributions in terms of this Agreement in respect of all employees: Provided that the minimum guarantee shall not be less than R1 000;

13.6.3 where an employer pays his employees on a monthly basis, the guarantee shall cover five weeks' wages as prescribed in clause 4 of this chapter and five weeks' contributions in terms of this Agreement in respect of all his employees: Provided that the minimum guarantee shall not be less than R2 000.

13.6.4.1 In the event of any employer increasing the number of his employees at any time after the amount of his guarantee has been assessed by the Council, such employer shall, within 21 days of the date on which the Council notifies such employer, or within such further period as may be allowed by the Council, increase the amount re-assessed by the Council, in accordance with the provisions of clause 13.6.1 hereof, in relation to the increased number of employees.

13.6.4.2 The Council shall likewise permit an employer to reduce the amount of his guarantee where a reduction in the number of employees employed by such employer warrants a reduction: Provided that no such reduction shall be permitted by the Council unless such employer has applied to the Council, in writing, for the amount of such guarantee to be reduced.

13.6.4.3 No increase or reduction of the amount of any guarantee in accordance with the provisions of clauses 13.6.4.1 and 13.6.4.2 shall be required or permitted at intervals of less than six months.

13.6.4.4 This clause shall not apply to a member of the employers' organisation which is a party to this Agreement which provides insurance guarantees.

13.7 Where an employer has lodged a guarantee and has for a period of at least 12 consecutive calendar months not complied with the provisions of clause 2 of Chapter 5, such guarantee shall become forfeited to the general funds of the Council and his registration as an employer shall be cancelled after notification thereof by the Council by registered letter sent to his last known address: Provided that the Council shall at any subsequent date, on application by such employer supported by proof substantiating his claim and proof that he has complied with all the provisions of the Agreement, as may be required by the Council, refund to such employer such guarantee together with interest accrued thereon at the rate as determined by the Council from time to time.

13.8 The Council shall be entitled to utilise any guarantee lodged by an employer, in whole or in part, to pay any amount which may be due to the Council by such employer in respect of allowances, contributions or wages which may be due to any one or more employees employed by such employer, where the Council is satisfied that such allowances, contributions or wages are due and payable to the employees concerned.

13.9 Employers may through their organisations take out an insurance policy in order to obtain the cover as envisaged in clause 13.6.1 hereof.

14. LABOUR-ONLY CONTRACTORS

14.1 No labour-only contractor shall undertake work in the Building Industry in terms of a labour-only contract unless he is registered with the Council as an employer or, if he is not an employer, as if he were an employer.

14.2 Contractors awarding work to labour-only contractors shall notify the Council within seven days from the date of awarding work to a labour-only contractor. Contractors shall not be responsible for claims by the employees of labour-only contractors, if the contractor has fulfilled this condition.

14.3 Contractors who fail to comply with the provisions of clause 14.2 shall, however, be held responsible only for the payment of wages and contributions of the employees of the unregistered labour-only contractor if such labour-only contractor is unable to fulfill his obligations in terms of this Agreement.

15. NOTICEBOARD

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

16. EXHIBITION OF AGREEMENT

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

17. WET WEATHER SHELTER

17.1 At any site where building operations are being conducted, employers shall provide suitable accommodation—

17.1.1 to serve as a shelter for employees during wet weather;

17.1.2 to serve as a change-room: Provided that this provision shall not apply on sites where less than 25 employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit accommodation of a change-room.

18. REFRESHMENT INTERVAL

All employees shall be entitled to a refreshment interval of 20 minutes' duration per day to be taken by arrangement between employer and employee which shall be deemed to be time worked. Suitable amenities for the purpose of preparing refreshments shall be provided by the employer.

19. EXEMPTIONS

19.1 Subject to the proviso to section 51 (3) of the Act, the Council may, for reasons which it may deem sufficient, grant exemptions to any person or persons from any of the provisions of this Agreement in writing.

19.2 A certificate of exemption under the signature of the Secretary or an authorised person shall be issued to every person exempted.

19.3 A certificate of exemption shall state the conditions on which such exemption is granted, the period of such exemption and the area to which it shall apply.

19.4 A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason therefor: Provided that written notice of 10 working days has been given to the person exempted.

20. RIGHTS OF TRADE UNION OFFICIALS

Officials of the trade unions which are parties to this Council shall in the ordinary course of their duties have access to building sites and workshops during working hours for the purpose of discussing recruitment and trade union membership with employees working on the site: Provided that trade union officials shall not be allowed to interfere with the continued performance of work by any employee without the prior consent of the employer or his duly authorised representative: Provided further that such permission shall not be unreasonably withheld.

21. EMPLOYEE PARTIES LEVY

21.1 An amount of R2,50 per week shall be deducted from the wages of all general workers and R3,70 from the wages of all other employees who have worked for an employer for not less than three full days during the week.

21.2 Amounts deducted in terms of clause 21.1 hereof shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a trust account.

21.3 The amount standing to the credit of the employee shall be paid to him by the Council by not later than the commencement date of the annual leave period each year, less any amount authorised by the employee to be paid in respect of subscriptions to a trade union that is a party to the Council.

21.4 The Council may in its discretion include the amount referred to in clause 21.1 hereof in any contribution which it may from time to time introduce.

21.5 Any employee not belonging to any of the trade unions that are parties to the Council may request to be exempted from the provision in clause 21.1.

22. EMPLOYER PARTY LEVY

22.1 Every employer who is a member of the employers' organisation which is a party to this Agreement, shall, in respect of every employee employed by him, pay to the Council the amount prescribed in the constitution of the employers' organisation.

22.2 The Council shall, on a monthly basis, pay over to the employers' organisation referred to above the amounts collected by it in terms of this clause.

23. PROHIBITION OF STRIKES OR LOCKOUTS

No party to this Agreement shall instigate a strike or incite any employee to take part in or to continue to strike, or take part in a strike or in the continuation of a strike; and no party to this Agreement shall instigate a lockout or incite any party to this Agreement to take part in or to continue a lockout, or take part in a lockout or in the continuation of a lockout during the period of the currency of this Agreement, or extended period of the Agreement, which is binding on the parties to the Agreement who are or would be concerned in the strike or lockout, and any provision of which deals with the matter giving occasion for the strike or lockout.

24. PROHIBITION OF DISPUTES AND DEADLOCKS

The parties to this Agreement bind themselves not to declare a dispute or deadlock against other parties to the Agreement on any of the conditions contained in this Agreement during the currency of the Agreement or extended period to the Agreement. Similarly, the parties to the Agreement bind themselves not to declare a dispute or deadlock against any other party to the Agreement, during the currency of the Agreement or extended period of the Agreement, concerning issues and items that form demands for negotiation between the parties to the Agreement and which pertain to inclusion in a future Agreement.

25. PROHIBITION OF TWO-TIER BARGAINING

The parties to this Agreement bind themselves not to attempt to renegotiate any of the conditions contained in this Agreement at company or plant level, irrespective of whether there is a valid recognition agreement in force between a union party and a member of one of the employer parties or not, during the currency of this Agreement or subsequent period of extension, unless the employer party member voluntarily agrees to waive this prohibition.

26. GENERAL

26.1 No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit of the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits less favourable to him than the treatment or benefits prescribed in this Agreement or any other agreement, nor shall it effect any waiver by any employee of the application to him of any provision of this Agreement or any other agreement. Any such agreement shall be void.

26.2 Every provision or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

27. SAFETY PROVISIONS

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

28. PROCEDURAL GUIDELINES

Procedural guidelines in respect of—

- (a) retrenchment;
- (b) the handling of grievances; and
- (c) disciplinary action,

are available at the offices of the Building Industry Council (Transvaal) to assist employers and employees in this regard.

29. PRODUCTIVITY GUIDELINES

Productivity guidelines shall be issued by the Council from time to time.

30. DISPUTE RESOLUTION LEVY

- 30.1 Every employer in the Building Industry shall, in respect of every employee employed by him, pay to the Council an amount, as prescribed in Chapter 5 of this Agreement, for the maintenance of a Dispute Resolution System, as required by the Labour Relations Act, 1995 (Act No. 66 of 1995).
- 30.2 An amount, as prescribed in Chapter 5 of this Agreement, shall be deducted from the wages of every employee employed in the Building Industry and paid over to the Council by his employer, for the maintenance of a Dispute Resolution System, as required by the Labour Relations Act, 1995 (Act No. 66 of 1995).

CHAPTER 2

CLASSIFICATION AND DEFINITION OF TASKS

1. SPECIFIED SKILLS

1.1 Specified skills and learner specified skills employees may perform any one or more of the following operations in the specified skills listed below:

- 1.1.1 *Blocklaying*: Laying blocks as defined; taking levels, plumbing angles, placing in position door jambs and window frames, setting up profiles or jigs.
- 1.1.2 *Paving*: Laying paving blocks, paving bricks and slasto, setting out, determining levels and falls.
- 1.1.3 *Formwork erection*: Assembling and erecting formwork of wood and steel for walls, columns, beams and slabs.
- 1.1.4 *Scaffold erection*: Marking out, erecting and leveling all forms of scaffolding.
- 1.1.5 *Stock bricklayer*: Laying stock bricks to a profile or jig, but excluding setting up profiles, jigs, door frames and window frames, checking the plumbing and levelling of door frames and window frames during construction or adjoining work.
- 1.1.6 *Concrete floating*: Determining levels and falls, floating and finishing concrete by hand or machine.
- 1.1.7 *Plant operating*: Operating cranes, earthmoving equipment or similar equipment, operating electrical or mechanical machines such as concrete mixers, saws, edge cutters/grinders, polishers and sandblasting and letter-cutting machines, operating jib hoists, driving vehicles, mechanical dumpers and tractors, operating woodworking machines and sprayguns, toolmaking (mason's trade.)
- 1.1.8 *Roof tiling/slating*: Marking out, fitting, cutting and/or fixing roof tiles and ridging concrete/terracotta, asbestos or slate.
- 1.1.9 *Roof sheeting*: Marking out, fitting, cutting and/or fixing metal roof sheeting and ridging and/or metal files and ridging.
- 1.1.10 *Joinery assembling*: Assembling and fitting all joinery components.
- 1.1.11 *Aluminium assembling and welding*: In factory or workshop assembling, fixing and welding aluminium windows, shopfronts, doors, door frames, counters, shower cubicles, verandah enclosures and awnings, including glazing and fixing aluminium components on site.
- 1.1.12 *Ceiling fixing*: Erection and installation of patented suspended ceilings systems.
- 1.1.13 *Partition erection*: Erection and installation of aluminium and dry-wall partitioning systems complete with doors and locks but excluding purposemade partitions.
- 1.1.14 *Prefabricated cupboard installation*: Erection and installation of prefabricated cupboards and cabinets in steel and wood.
- 1.1.15 *Plastering assistance (assistant to plasterer)*: Bagging, one-coat plastering walls and ceilings, excluding columns, domes, beams, piers and arches, screeding concrete floors, excluding steps and thresholds.
- 1.1.16 *Tiling assistance (assistant tiler)*: Screeding floors, laying floor tiles, including cutting and jointing fixing wall tiles to plastered wall with adhesives; including cutting, but excluding reveals, sills, columns and piers.
- 1.1.17 *Waterproofing assistance (assistant to waterproofer)*: Waterproofing and dampproofing all horizontal/sloping and vertical surfaces, including tanking with all types of roofing membranes, sheets and lacquer or semilacquer mastic coatings.
- 1.1.18 *Gutter fixing*: Fixing metal, PVC or asbestos gutters and downpipes, marking out and fixing underflashing or stepflashing.
- 1.1.19 *Asphalting*: Application of asphalting to all surfaces.
- 1.1.20 *Painting assistance (assistant to painter)*: Applying primers and undercoats to all surfaces, applying final coats to walls and ceilings with a roller, including cutting in the painted panels by brush.
- 1.1.21 *Applications*: Setting out, mixing and applying all types of special wall coverings and/or textured coating.
- 1.1.22 *Domestic glazing*: Fitting and facing ordinary and beaded frames in both steel and timber.

- 1.1.23 *Carpet fitting*: Setting out and marking out, cutting, laying and/or stretching and jointing all types of carpets.
- 1.1.24 *Resilient floor laying*: Setting out and marking out, laying and fixing floors of wood, mosaic, composite rubber or any other material, fixing all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, Malthoid, asphalt tiles or asphalt based material, cork, rubber vinyl and plastic compositions.
- 1.1.25 *Plumbing assistance (assistant to plumber)*: Assembling and fixing cast iron, steel, PVC, copper and plastic pipes and fittings to walls and floors, fixing sanitary fixtures and fittings, including geysers, to walls.
- 1.1.26 *Drainlaying assistance (assistant to drainlayer)*: Laying PVC, pitch fibre, earthenware, cast iron and concrete pipes, fixing gullies, grease traps and similar fittings.
- 1.1.27 *Pre-cast wall and fence erection*: Setting out, installation and plumbing of pre-cast walls and fences, including installation of doors and gates.
- 1.1.28 *Memorial stone fixing*: Setting out, determining levels, laying foundations, fixing and dismantling memorial stones, driving vehicles, operating lifting equipment.

In the event of a difference of opinion on the interpretation of the above definitions, the Council shall give a ruling which shall be final and binding.

2. NON-DESIGNATED TRADES (ARTISAN TRADES)

2.1 An artisan or trainee artisan may perform any one or more of the following operations in the trades which are parts of a designated trade as listed hereunder:

- 2.1.1 *Bricklayer*: Setting out, laying stock and face bricks in foundations and superstructures, building in door frames and window frames; plumbing angles, setting-up profiles and jigs, but excluding the building of arches, piers, copings and sills and decorative brickwork.
- 2.1.2 *Construction carpentry*: Setting out, interpreting drawings and determining levels, constructing and erecting all types of formwork, setting out and constructing and erecting shoring.
- 2.1.3 *Finishing carpentry*: Setting out, interpreting drawings and determining levels, hanging doors, fitting locks, manufacturing and fixing cupboards, cabinets, wall panelling, suspended wooden floors and partitions, fixing skirtings and mouldings.
- 2.1.4 *Roofing carpentry*: Setting out, interpreting drawings and marking out, determining levels, making, fixing and erecting timber truss templets and trusses, hips and valleys, making up and fitting flashing, supervising the fitting, cutting and/or fixing of roof tiles, roof sheeting and ridging concrete, asbestos, slate and metal or similar material.
- 2.1.5 *Ceiling and partition erection*: Setting out, interpreting drawings and determining levels, erecting all types of partitions and ceilings, including hanging doors and fitting locks.
- 2.1.6 *Painting*: Interpreting drawings and painting schedules, applying all coats and paint, varnish, stain and lacquers or similar material to all surfaces, mixing and matching colours.
- 2.1.7 *Glazing (patent)*: Setting out, interpreting drawings and marking out, fitting and glazing ordinary and beaded frames in both steel and timber, fitting and glazing steel, wood and aluminium components with various types of glass, using conventional and patented glazing methods, sealing with silicone, polysulphide and similar products.
- 2.1.8 *Waterproofing*: Interpreting drawings, setting out, supervising and executing all waterproofing and dampproofing operations, including tanking.
- 2.1.9 *Wood machining*: Setting out, interpreting drawings, setting up and operating circular saw punches, radial arm saws, chain saws, jig saws, planing, moulding, morticing, tenoning and sanding machines, operating wood turning machines, developing and sharpening moulding cutters, setting up and operating grinding cutters, profiling and sharpening equipment, making and using templets and jigs.
- 2.1.10 *Drainlaying*: Setting out, interpreting drawings and determining levels, making out, laying drains to falls, concrete encasement, testing, building manholes, benching and shoring supervising other categories of employees.
- 2.1.11 *Plumbing*: Setting out, interpreting, drawings, marking out, determining levels, supervising other categories of employees, sheet metal work, installation of all types of pipes and fittings for hot or cold water systems, including waste pipes, installation of sanitary fixtures and fittings, including geysers and valves.
- 2.1.12 *Plastering*: Setting out, marking out and interpreting drawings, one and two-coat plastering to all surfaces, screeding all surfaces, including granolithic finishing.
- 2.1.13 *Banker masonry*: Setting out, marking out, interpreting drawings, cutting, surfacing and profiling stone, making templets, supervising the fixing of memorial stone.
- 2.1.14 *Wallpaper hanging*: Interpreting drawings, marking out, applying all types of wallpaper, including cutting and trimming.
- 2.1.15 *General artisan*: An employee who is permitted to execute the defined task of two or more of the non-designated trades.

- 2.1.16 *Reinforcing steel fixing*: Setting out, interpreting bending schedules and reinforcing layouts, supervising the placing and fixing of all classes of steel reinforcing and mesh.
- 2.1.17 *Masonry fixing*: Marking out, setting out, interpreting drawings, determining levels, setting up, fixing and dismantling natural and reconstructed stone.
- 2.1.18 *Letter cutting/stone decoration*: Setting out, marking out, cutting all types of letters and embellishments, supervising all other categories of employees.

3. DESIGNATED TRADES (CRAFTSMAN TRADES)

3.1 A craftsman or apprentice may perform one or more of the following operations in the designated trades listed below:

- 3.1.1 *Bricklaying*: Setting out, determining levels, interpreting drawings, laying stock and face bricks in all types of bonding in foundations and super structures, constructing lintels, paving in mortar, decorative brick-work, building all types of arches, piers, copings and sills, setting up and building in window frames and door frames, plumbing angles, settings up profiles or jigs.
- 3.1.2 *Carpentry*: Setting out, interpreting drawings, determining levels, constructing and erecting all types of formwork, setting out, constructing and erecting shoring, setting out and fixing reinforcing, interpreting beading schedules and reinforcing layouts, constructing moulds for pre-cast units, hanging doors, fitting locks, manufacturing and fixing cabinets, cupboards, wall panelling, suspended wooden floors and partitions, fixing skirtings and mouldings, making, fixing and erecting timber truss templates and trusses, hips and valleys, making up and fitting flashing, fitting, cutting and/or fixing roof tiles and ridging concrete, asbestos, slate or similar material, fitting, cutting and/or fixing metal roof tiles or roof sheeting and ridging, erecting all types of partitions and ceilings.
- 3.1.3 *Joinery and woodmachining*: Setting out, interpreting drawings, fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling, operating all wood-working machines, fixing locks and ironmongery.
- 3.1.4 *Shopfitting*: Setting out, interpreting drawings, fabricating, assembling, installing, hanging and fixing all items such as door frames, window frames, doors, cupboards, cabinets, counters, kitchen cupboards, partitions and panelling, operating all woodworking machines, fixing locks and ironmongery, gas or arc welding, folding and bending, fabricating and installing window frames, door frames, doors, windows, shopfronts, partitions and curtain walling in aluminium and other metals.
- 3.1.5 *Plastering and tiling*: Setting out, interpreting drawings and determining levels, screeding floors, steps and thresholds, rendering granolithic finishes to floors, steps and thresholds, constructing in situ mouldings, laying paving blocks, paving bricks and slabs, one and two-coat plastering to all surfaces, applying and finishing polished terrazzo to walls, floors and staircases, applying decorative plastering, laying all kinds of wall and floor tiles to all types of surfaces, fixing mosaic to all types of surfaces.
- 3.1.6 *Plumbing and drainlaying*: Marking out and setting out, determining levels, interpreting drawings, supervising other categories of employees, sheet metalwork, installing all types of pipes and fittings for hot and cold water systems, including waste pipes, installing sanitary fixtures and fittings, including geysers and valves, laying drains to falls, concrete encasement, testing, building manholes, benching and shoring.
- 3.1.7 *Painting and decorating*: Setting out, interpreting drawings and painting schedules, supervising all categories of employees, applying paints, varnishes and stains to all surfaces, applying paints by spraygun, fixing and matching colours, applying decorative finishing such as marbling and graining, stencilling, French polishing, stippling, wall paper hanging, domestic glazing.

CHAPTER 3

MASS MANUFACTURING

1. GENERAL

1.1 The provisions of this Chapter shall be complied with by all employers and employees engaged in the Mass-Manufacturing Section of the Building Industry.

1.2 The provisions of Chapters 1, 2, 5, 6 and 7 of this Agreement shall *mutatis mutandis* apply to this Chapter. Where the provisions of those chapters are inconsistent with the provisions contained in this chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

Any term used in this Chapter which is not defined herein but is defined in Chapter 1 and 2 of this Agreement, shall have the same meaning as in that Chapter; furthermore—

“**artisan (joiner) (mass manufacturing)**” means an employee who is registered as such, who has complied with the requirements of clause 6.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

Marking and setting out, manufacturing, assembling, planning and finishing woodwork;

"artisan (wood machinist) (mass manufacturing)" means an employee who is registered as such who has complied with the requirements of clause 6.1.2 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Supervising machine operators and manufacturing workers;
- (2) the mechanical assembly, including setting up, removing, replacing and adjusting, of cutting blades, and preparation for use of any one or more of the following machines:
 - (a) Spindles (upright and moulding);
 - (b) cutter moulding machines;
 - (c) planers;
 - (d) thicknessers;
 - (e) tenoning machines;
 - (f) four-siders; and
 - (g) morticers and gang morticers;
- (3) attending, operating, starting and stopping any power-driven machine;

"built-in" means any process whereby an article is, or is intended to be, structurally integrated or otherwise incorporated into a building permanently in such a manner that it loses its own separate identity and character and becomes part of the fabric of the building;

"craftsman (mass manufacturing)" means an employee who is registered as such and who has complied with the requirements of clause 6.1.6 of Chapter 1;

"manufacturing worker (mass manufacturing)" means an employee who under supervision performs any one or more of the following activities:

- (1) Attending, operating, starting and stopping any one or more of the following machines, but excluding setting up or making adjustments to such machines other than preselected adjustment which form part of the operation of the machines:
 - (a) Double or treble-drum or wide-belt sanding machines;
 - (b) panel or door sanding machines;
 - (c) sliding belt sanding machines;
 - (d) cross-cut saws;
 - (e) morticers and gang morticers;
- (2) feeding materials to and drawing materials from power-driven mechanically-fed woodworking machines;
- (3) under supervision one or more of the following:
 - (a) Framing up and securing butt-jointed material and assembling manufactured components in jigs or cramps;
 - (b) clamping or cramping doors and sashes;
 - (c) operating automatic or manual presses;
 - (d) placing and fixing in position windows or door-frames in panel apertures;
 - (e) assembling ceiling and floor panels to jigs;
 - (f) fixing backs to fittings;
 - (g) nailing up drawers and trays (including bottoms);
 - (h) sanding timber with portable sanders;
 - (i) drilling holes in timber, using portable power tools;
 - (j) cutting and trimming wedges;
 - (k) application of the priming coat of paint or first coat of paint on all unpainted surfaces;

"Mass-Manufacturing Section of the Building Industry" means, subject to the provisions of any Demarcation Determination in terms of section 76 of the Act, that Section of the Building Industry as defined in clause 3 of Chapter 1 of the Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for articles and/or the assembly of such articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any metal and or any other material, for use in the erection, completion, renovation, repair, maintenance or alteration of buildings or structures and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops;

"off-site workshop" means any premises that are not situated on a site where building construction activities are being carried out, and which are registered or are liable to registration as a "factory" in terms of the provisions of the Machinery and Occupational Safety Act, 1983;

“specified skills joiner assembler (mass manufacturing)” means an employee registered as such, who has complied with the requirements of clause 6.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Operating a portable router, morticer, planer or skill-saw to a jig;
- (2) cutting glass, face-putty work and removing and refixing beads;
- (3) morticing, jig tenoning, jig assembling and nailing selflocating and pinned door-frames, window frames, sashes and doors;
- (4) attaching hinges, stays and fasteners, using jigs, attaching sashes and louvres to frames and cutting and pinning glazing beads;

“specified skills machine operator (mass manufacturing)” means an employee registered as such, who has complied with the requirements of clause 6.1.3 of Chapter 1 and who is permitted to perform any one or more of the following activities:

- (1) Supervising manufacturing workers;
- (2) attending, operating, starting, stopping, setting up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:
 - (a) Broom handle machines;
 - (b) circular saws;
 - (c) band re-saws;
 - (d) end-and-edge-trimming machines;
 - (e) all wood block and mosaic floor machines;
 - (f) spindles;
 - (g) cutter moulding machines;
 - (h) planners;
 - (i) thicknessers;
 - (j) tenoning machines;
 - (k) four-siders; and
 - (l) morticers and gang morticers;

“wood” means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component.

3. WORKING DAYS AND HOURS OF WORK

3.1 The ordinary hours of work which shall be observed by all employers and employees shall be—

- 3.1.1 in the case of an employee who is required to work a six-day week, not more than 46 hours in any week from Monday to Saturday, inclusive, calculated at not more than eight hours per day from Monday to Friday and six hours on a Saturday;
- 3.1.2 in the case of an employee who works a five-day week, not more than 46 hours in any week from Monday to Friday, inclusive, calculated at not more than 9,2 hours per day.

CHAPTER 4

DIMENSIONAL STONE INDUSTRY

1. GENERAL

1.1 The provisions of this chapter shall be complied with by all employers in the Dimensional Stone Industry.

1.2 The provisions of Chapters 1, 2, 5, 6 and 7 shall *mutatis mutandis* apply to this chapter. Where the provisions of those chapters are inconsistent with the provisions contained in this chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

Any term used in this chapter which is not defined herein but is defined in Chapters 1 and 2 of this Agreement shall have the same meaning as in that chapter; furthermore—

“Dimensional Stone Industry” means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering monumental stonework, and includes all work executed or carried out by persons therein who are engaged in masonry, such as the preparation of stone for buildings, or other stonework, and also includes the winning of stone blocks of predetermined shapes and sizes by such methods as drilling, plugging or sawing for building, masonry and monumental purposes;

“general worker” means an employee engaged in any task or operation not elsewhere specified in any of the definitions of the categories of employees referred to in the definitions of “skilled employee” and “semi-skilled employee” as defined in Chapter 1 and shall also include the following employees:

- (a) Despatch worker;
- (b) erection assistant to fixer;
- (c) workshop helper; maintenance;
- (d) stone attendant; and
- (e) jackhammer/hand drill operator;

"grade 1 employee" means any one of the following categories of employee:

- (a) Hand crane (elementary type) operator;
- (b) sandblaster;
- (c) workshop assistant;
- (d) export crating employee;
- (e) operator's assistant;

"grade 2 employee" means any one of the following categories of employee:

- (a) Hand polisher;
- (b) portable polishing machine operator;
- (c) side/edge polishing machine operator;
- (d) Spekard/Jenilin polishing operator;
- (e) bench drill operator;

"grade 3 employee" means any one of the following categories of employee:

- (a) One, two or three-blade saw operator;
- (b) double-blade support saw operator;
- (c) quality controller;
- (d) profile grinder;

"grade 4 employee" means any one of the following categories of employee:

- (a) Automatic polishing machine operator;
- (b) polish block maker;
- (c) diamond block saw operator;
- (d) swing saw operator;
- (e) multiple blade saw operator;
- (f) team leader;
- (g) forklift driver;
- (h) driver of motor vehicle with code 8 licence;
- (i) flaming machine operator;
- (j) crane driver.

3. PRESCRIBED WAGES

3.1 General: Wages of employees shall be adjusted to either the new prescribed wage, in terms of clause 3.1.2 of this Chapter, or by the amount of the across the board increase in terms of clause 3.1.3 of this Chapter, whichever is the greater. Furthermore, no employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

3.1.1 In order to calculate the wage rates for the various grades, the following formulas are applicable:

Grade 1 employee: General worker rate plus 20% of the difference between general worker rate and the specified skills rate.

Grade 2 employee: General worker rate plus 40% of the difference between general worker rate and the specified skills rate.

Grade 3 employee: General worker rate plus 60% of the difference between general worker rate and the specified skills rate.

Grade 4 employee: General worker rate plus 80% of the difference between general worker rate and the specified skills rate.

3.1.2 Skilled, semi-skilled and unskilled employees:

SCHEDULE

Category of employee	Wage per hour
	With effect from the date of coming into operation of this Agreement
	R
Craftsman	15,00
Artisan	11,29
Specified skills employee	6,70
Grade 1 employee	4,64
Grade 2 employee	5,15
Grade 3 employee	5,67
Grade 4 employee	6,18
General worker	4,12

3.1.3 Across the board increase:

SCHEDULE

Category of employee	Wage per hour
	R
Craftsman	1,25
Artisan	1,00
Specified skills employee	0,55
Grade 1 employee	0,49
Grade 2 employee	0,50
Grade 3 employee	0,52
Grade 4 employee	0,53
General worker	0,47

3.1.4 Employers who adjusted wages on a voluntary basis prior to the enactment of this Agreement, may deduct any such increases granted to employees after 14 October 1996 from the amounts stated in clause 3.1.3 of this chapter.

CHAPTER 5**1. FUND CONTRIBUTIONS AND LEVIES**

Notwithstanding any provisions contained in this Agreement stipulating the ordinary hours of work, the allowances and contributions referred to in clause 2 shall be calculated at 40 hours per week.

2 CONTRIBUTIONS AND LEVIES

2.1 Where an employee has worked for an employer for three full working days or more per week, the employer shall, in addition to any other remuneration to which such employee is entitled in terms of this Agreement, pay to the Council on behalf of the employee, contributions in respect of the wage band in which the employee's wage actually falls, as set out in the Schedule hereunder:

A = Holiday Fund contributions and bonus

B = Pension/Provident Fund contributions

C = Medical Aid Fund contributions

D = Benefit Fund contributions

E = Council Levies

F = Dispute Resolution Levy

G = GMBA members wage guarantee

H = Total contribution value

SCHEDULE EMPLOYER WEEKLY CONTRIBUTIONS

Wage band min. to max. rate per hour	A Holiday Fund and Bonus	B Pension/ Provident Fund	C Medical Aid Fund	D Benefit Fund	E Council Levies	F Dispute Resolution Levy	G GMBA members Wage Guarantee	H Total value
Skilled and semi-skilled employees:								
22,00 and above	76,80	69,20	58,60	1,20	0,75	0,75	0,09	207,39
20,00 to 21,99	70,00	63,20	56,00	1,20	0,75	0,75	0,09	191,99
18,00 to 19,99	63,20	57,20	53,60	1,20	0,75	0,75	0,09	176,79
16,00 to 17,99	56,80	51,20	51,20	1,20	0,75	0,75	0,09	161,99
14,00 to 15,99	50,00	45,20	45,20	1,20	0,75	0,75	0,09	143,19
12,00 to 13,99	43,20	39,20	43,40	1,20	0,75	0,75	0,09	128,59
10,00 to 11,99	36,80	33,20	34,40	1,20	0,75	0,75	0,09	107,19
9,00 to 9,99	31,60	28,40	27,60	1,20	0,75	0,75	0,09	90,39
8,00 to 8,99	28,40	25,60	23,20	1,20	0,75	0,75	0,09	79,99
7,00 to 7,99	25,20	22,40	17,80	1,20	0,75	0,40	0,09	67,84
6,00 to 6,99	21,60	19,60	17,00	1,20	0,75	0,40	0,09	60,64
5,00 to 5,99	18,40	16,40	16,20	1,20	0,75	0,40	0,09	53,44
4,50 to 4,99	16,00	14,40	15,40	1,20	0,75	0,40	0,09	48,24
General worker (including medical aid):								
6,00 and above	21,60	19,60	17,00	0,40	0,15	0,40	0,09	59,24
5,00 to 5,99	18,40	16,40	16,20	0,40	0,15	0,40	0,09	52,04
4,50 to 4,99	16,00	14,40	15,40	0,40	0,15	0,40	0,09	46,84
General worker (excluding medical aid):								
6,00 and above	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
5,00 to 5,99	18,40	16,40	—	0,40	0,15	0,40	0,09	35,84
4,50 to 4,99	16,00	14,40	—	0,40	0,15	0,40	0,09	31,44
4,00 to 4,49	14,00	12,80	—	0,40	0,15	0,40	0,09	27,84
3,50 to 3,99	12,40	11,20	—	0,40	0,15	0,40	0,09	24,64
3,00 to 3,49	10,80	9,60	—	0,40	0,15	0,40	0,09	21,44
2,50 to 2,99	9,20	8,40	—	0,40	0,15	0,40	0,09	18,64
New general worker:								
2,50 and above	—	—	—	—	0,15	0,40	0,09	0,64

2.2 Every employer shall deduct weekly from the remuneration of an employee, whose actual wage rate falls in any of the undermentioned wage bands and who has worked for three full working days or more during any week, the amounts as set out in the Schedule hereunder, which shall be the employee's contributions to the Pension Fund, Medical Aid Fund, Council Levy, Benefit Fund and Tool Insurance Fund.

A = Pension/Provident Fund contributions.

B = Medical Aid Fund contributions.

C = Tool Insurance Fund contributions.

D = Council levy.

E = Dispute Resolution levy.

F = Employee Parties levy.

G = Total deductions.

SCHEDULE EMPLOYEE'S WEEKLY CONTRIBUTIONS

Wage band min. to max. rate per hour	A Pension/ Provident fund	B Medical aid fund	C Tool insurance fund	D Council levies	E Dispute resolution levy	F Employee parties levy fund	G Total value
Skilled and semi-skilled employees:							
22,00 and above	69,20	58,60	0,46	0,75	0,75	3,70	133,46
20,00 and 21,99	63,20	56,00	0,46	0,75	0,75	3,70	124,86
18,00 to 19,99	57,20	53,60	0,46	0,75	0,75	3,70	116,46
16,00 to 17,99	51,20	51,20	0,46	0,75	0,75	3,70	108,06

Wage band min. to max. rate per hour	A Pension/ Provident fund	B Medical aid fund	C Tool insurance fund	D Council levies	E Dispute resolution levy	F Employee parties levy fund	G Total value
14,00 to 15,99.....	45,20	45,20	0,46	0,75	0,75	3,70	96,06
12,00 to 13,99.....	39,20	43,40	0,46	0,75	0,75	3,70	88,26
10,00 to 11,99.....	33,20	34,40	0,46	0,75	0,75	3,70	73,26
9,00 to 9,99.....	28,40	27,60	0,46	0,75	0,75	3,70	61,66
8,00 to 8,99.....	25,60	23,20	0,46	0,75	0,75	3,70	54,46
7,00 to 7,99.....	22,40	17,80	0,46	0,75	0,40	3,70	45,51
6,00 to 6,99.....	19,60	17,00	0,46	0,75	0,40	3,70	41,91
5,00 to 5,99.....	16,40	16,20	0,46	0,75	0,40	3,70	37,91
4,50 to 4,99.....	14,40	15,40	0,46	0,75	0,40	3,70	35,11
General worker (including medical aid):							
6,00 and above.....	19,60	17,00	—	0,15	0,40	2,50	39,50
5,00 to 5,99.....	16,40	16,20	—	0,15	0,40	2,50	35,65
4,50 to 4,99.....	14,40	15,40	—	0,15	0,40	2,50	32,85
General worker (excluding medical aid):							
6,00 and above.....	19,60	—	—	0,15	0,40	2,50	22,65
5,00 to 5,99.....	16,40	—	—	0,15	0,40	2,50	19,45
4,50 to 4,99.....	14,40	—	—	0,15	0,40	2,50	17,45
4,00 to 4,49.....	12,80	—	—	0,15	0,40	2,50	15,85
3,50 to 3,99.....	11,20	—	—	0,15	0,40	2,50	14,25
3,00 to 3,49.....	9,60	—	—	0,15	0,40	2,50	12,65
2,50 to 2,99.....	8,40	—	—	0,15	0,40	2,50	11,45
New general worker:							
2,50 and above.....	—	—	—	0,15	0,40	2,50	3,05

2.3 In addition to deductions referred to in clause 2.2 hereof, the employer shall, in the case of an employee who has worked for three full working days or more but less than five full working days in any week, deduct the contributions as reflected in the schedule hereunder in respect of every hour such employee has worked for less than 40 hours per week:

SCHEDULE

Wage band min. to max. rate per hour	Deductions per hour
Skilled and semi-skilled employees:	
22,00 and above.....	5,145
20,00 to 21,00.....	4,76
18,00 to 19,99.....	4,38
16,00 to 17,99.....	4,01
14,00 to 15,99.....	3,54
12,00 to 13,99.....	3,175
10,00 to 11,99.....	2,64
9,00 to 9,99.....	2,22
8,00 to 8,99.....	1,96
7,00 to 7,99.....	1,665
6,00 to 6,99.....	1,485
5,00 to 5,99.....	1,305
4,50 to 4,99.....	1,175
General worker (including medical aid):	
6,00 and above.....	1,465
5,00 to 5,99.....	1,285
4,50 to 4,99.....	1,155
General worker (excluding medical aid):	
6,00 and above.....	1,04
5,00 to 5,99.....	0,88
4,50 to 4,99.....	0,77
4,00 to 4,49.....	0,68
3,50 to 3,99.....	0,60
3,00 to 3,49.....	0,52
2,50 to 2,99.....	0,45

2.3.1 The deductions referred to in clause 2.3 hereof shall be made only if the employee has been absent from work without consent or where short time is worked in terms of clause 8.3 of Chapter 1.

2.4 The contributions and the levies referred to in clause 2.1 hereof and the deductions made in terms of clause 2.2 hereof shall be paid by the employer to the Council on a weekly basis unless exemption has been obtained from the Council to pay over the amounts referred to at intervals greater than once a week.

2.5 Any employer who has failed to comply with the provisions of clause 2.2 and 2.3 hereof shall nevertheless be liable to pay over to the Council the amounts which should have been so deducted.

3. SPECIAL PROVISIONS

3.1 No employee for whom wages are prescribed in this Agreement who has worked for three full working days or more per week may agree or enter into an agreement with an employer that the contributions and/or deductions referred to in clause 2 either be paid directly to the employee or that the said amounts not be paid to the Council.

3.2 An employer and his general foremen and foremen may agree in writing not to comply with the provisions of clause 2 of this Chapter. The employer shall notify the Council of such agreement within a period of seven days from the date thereof.

3.3 An employer who neglects or fails to pay the prescribed contributions in respect of each employee to the Council timeously shall pay interest at the rate prescribed in terms of the Prescribed Rate of Interest Act, 1975, on the value of such contributions, calculated from the date on which the contributions should have been paid to the Council up to and including the date actually paid.

3.4 Notwithstanding the fact that a specific contribution has been paid for an employee, such employee shall only be entitled to the benefits prescribed by the rules of the various Funds to the value of the contribution actually paid to the Council on his behalf.

4. HOLIDAY FUND REGISTRATION

4.1 Application for Holiday Fund Registration shall be made to the Council by every employee on whom the provisions of this Agreement are binding within 20 days of accepting employment in the Industry.

4.2 The Secretary shall maintain an alphabetical and numerical register of all Holiday Fund Registration and allocate a specific number in respect of each applicant. The said register shall provide the following information in respect of each employee on whom the provisions of this Agreement are binding:

- (a) Full name;
- (b) date of birth;
- (c) identity number;
- (d) trade or occupation;
- (e) gender; and
- (f) Holiday Fund number allocated by the Fund.

4.3 The closing date in respect of contributions for any particular year shall be the second Friday in October.

4.4 Every employer on whom the provisions of this Agreement are binding shall, when making payment to the Council in respect of allowances and/or contributions, recorded the employee's Holiday Fund number and identity number.

CHAPTER 6

FUNDS

1. ESTABLISHMENT AND CONTINUATION OF THE FUNDS

1.1 The following Funds are hereby continued:

- (a) The Transvaal Holiday Fund for the Building Industry, established under Government Notices Nos. 2688 of 21 November 1952 and R. 956 of 13 June 1969, as amended and extended;
- (b) the Benefit Fund for the Building Industry (Transvaal), established under Government Notices Nos. 2828 of 5 December 1952 and R. 3971 of 19 December 1969, as amended and extended;
- (c) the Building Industry Medical Aid Fund (Transvaal), established under Government Notice No. R. 1164 of 20 July 1962, as amended and extended;
- (d) the Tool Insurance Fund for the Building Industry (Transvaal), established under Government Notice No. R. 202 of 16 February 1959, as amended and extended.

2. ADMINISTRATION OF THE FUNDS

2.1 The various Funds shall be administered by the Management Committee appointed by the Council, which shall consist of equal representation from trade unions and employers' organisations that are parties to the Council. The provisions of the Council's constitution relating to the election of a chairman and a vice-chairman, their period of office and the calling and conducting of meetings of the Council and the right of alternates to take the place of representatives shall *mutatis mutandis* apply in the case of the Management Committee.

2.2 The Funds shall be administered in accordance with rules prescribed for the purpose by the Council, and such rules shall not be inconsistent with the provisions of this Agreement, the Act, or any other law and shall, *inter alia*, prescribe—

2.2.1 the Funds' benefits and the qualifications attached thereto;

2.2.2 the procedure for lodging and payment of claims;

2.2.3 any other matter which the Council may decide.

2.3 The Council may at any time make new rules, or alter or repeal any existing rules, and particulars of all amendments thereto shall be lodged with the Director-General of Labour.

2.4 The Council shall appoint a secretary, who shall be known as the Secretary of the Funds, and such other staff as may be necessary for the proper administration of the Funds.

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

2.6 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Funds which the Committee is unable to settle, shall be referred to the Council for decision.

2.7 The members of the Management Committee, the Secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are hereby indemnified by the Funds against all claims which may be instituted against them in or about the bona fide discharge of their duties.

2.8 All expenses incurred in connection with the administration of the Funds shall be charged against the Funds.

3. OPERATION OF THE FUNDS

3.1 The Funds shall consist of—

3.1.1 all contributions paid into the Funds in accordance with the provisions of clause 2 of Chapter 4;

3.1.2 all interest derived from the investment of any moneys of the Funds; and

3.1.3 all other moneys to which the Funds may become entitled.

3.2 All moneys accruing to the Funds shall be deposited to the credit of the Funds in a separate account with a registered bank or building society within three days after receipt thereof.

3.3 The money of the Funds shall be used for payment of benefits and expenditures in accordance with the rules of the Funds.

3.4 The Council may deduct from the Holiday Fund amount payable to an employee all moneys owing by such employee to any of the Funds of the Council.

3.5 In the event of the death of an employee, the amount due from the Funds shall be paid to his estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate being lodged with the Secretary of the Funds.

3.6 All payments from the Funds shall be made by cheque signed by the Chairman, Vice-Chairman or such other members and alternates of the Council (as the Council may from time to time decide), and counter-signed by the Secretary or such other alternates to the Secretary as the Council may from time to time decide.

3.7 Any moneys not required to meet current payments of expenditures may not be invested other than as prescribed in terms of section 21 (3) of the Labour Relations Act, 1956.

4. AUDITING OF THE FUNDS

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

4.1.1 all moneys received in terms of provisions of this Agreement;

4.1.2 expenditure incurred under all headings during the 12 months ending 31 December preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date.

4.2 The audited statement and the balance sheet of the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and counter-signed by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Labour within three months of the close of the period covered by such statement and balance sheet.

5. LIQUIDATION OF THE FUNDS

5.1 Upon the expiry of this Agreement or any extension thereof, the Council in office at the time or the trustee or trustees appointed by the Registrar in terms of clause 6 of this Chapter shall continue to administer the Funds for a period of two years in order to pay out moneys due to employees and, subject to the approval of the Registrar, any moneys standing to the credit of the Funds after the said period of two years shall be forfeited and shall accrue to the general funds of the Council.

5.2 If upon the expiry of the said period of two years the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as follows:

- 5.2.1 Two-fifths to the employers' organisation represented on the Council in proportion to the number of members in good standing in terms of the Act in the organisation as at the date of liquidation;
- 5.2.2 two-fifths to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who are covered by this Agreements; and
- 5.2.3 one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

6. EXPIRY OF THE AGREEMENT

6.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Funds within two years from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 5 of this Chapter.

6.2 In the event of the Council being unable to administer and/or liquidate the Funds in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Funds shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

6.4 In the event of the Council in office at the time being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council, and such trustee or trustees shall possess all the powers of the Council for such purposes.

6.5 Upon the expiry of this Agreement, subject to the provisions of clauses 6.1 and 6.2 hereof, the Funds shall be liquidated in terms of clause 5 of this Chapter by the Council in office at the time or the trustee or trustees appointed by the Registrar.

7. SPECIAL PROVISIONS IN RESPECT OF THE FUNDS

7.1 *The Transvaal Holiday Fund for the Building Industry:*

7.1.1 All interest on moneys received in respect of the Holiday Fund shall be used to cover the administrative costs.

7.1.2 No payments shall be made from the Holiday Fund in respect of any employee before the annual leave period without authorisation of the Council.

7.1.3 Every employee for whom Holiday Fund contributions have been paid in to the Council shall, commensurate with the amount of contributions paid in, be paid his leave pay not later than the commencement date of the annual leave period each year.

7.1.4 If an employee should fail or omit to claim the value of the contribution paid to the Council in respect of leave pay within a period of 12 months from the date on which the leave period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all late claims in respect of leave payments.

7.1.5 Notwithstanding the provisions contained in this clause, the Council may deduct from the Holiday Fund the amount payable to an employee for his trade union subscriptions: Provided that—

- (a) the Secretary shall be authorised thereto in writing by the employee concerned;
- (b) the aforesaid trade union subscription amounts shall be paid by the Secretary to the trade union nominated by the employee not later than one month after such deduction has been made.

7.2 *The Benefit Fund for the Building Industry (Transvaal):*

7.2.1 *Objectives of the Fund:* The objectives of the Fund shall be to provide benefits to members in the case of—

- (a) inclement weather conditions;
- (b) loss of earnings as a result of sickness or accident in certain circumstances.

7.2.2 *Membership of the Fund:* All employees who are subject to the provisions of this Agreement shall be entitled to membership of the Fund.

7.2.3 *Reserves:* If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.3 *The Building Industry Medical Aid Fund (Transvaal):*

7.3.1 *Objectives of the Fund:* The objectives of the Fund shall be—

- (a) to assist members in regard to the costs of medical services as may be specified in the rules to be determined from time to time, and arising from any illness and/or accident;

- (b) to assist members with regard to the costs of medicines and/or medical services arising from any illness and/or accident sustained by themselves or their dependants, subject to the rules of the Fund;
- (c) to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Building Industry;
- (d) to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick or convalescent members and their dependants;
- (e) to contract with any other person, body, institution or authority in respect of medical services as may be specified in the rules from time to time;
- (f) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the afore-mentioned objectives.

7.3.2 *Membership of the Fund:* (a) All skilled and semi-skilled employees who are subject to the provisions of this Agreement shall be entitled to membership of the Fund.

(b) Persons, other than those referred to in (a) above, who are or were directly engaged or employed in the Building Industry, may be admitted to membership of the Fund at the discretion of the Council, and the provisions of this Agreement and the rules of the Fund shall *mutatis mutandis* apply to any person so admitted.

7.3.3 Membership of the Fund shall terminate—

- (a) immediately upon failure of payment of contributions to the Council in terms of clause 2 of Chapter 5 for the Building Industry (Gauteng) (North West Province): Provided that membership shall be maintained in cases where members are receiving sick benefits from the Benefit Fund for the Building Industry (Transvaal);
- (b) when a member is more than one month in arrears with contributions to the Fund;
- (c) immediately when a member accepts an appointment and/or is engaged and/or is employed in any other industry;
- (d) in the case of all members who after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to follow a trade in the Industry: Provided that eligible dependants of such members may, at the discretion of the Council, be permitted to retain the membership under such conditions as the Council may determine.

7.3.4 A member for whom no contributions are paid in accordance with clause 2 of Chapter 5 due to his being unemployed or working outside the area of jurisdiction of this Agreement may, if he desires to remain a member of the Fund, pay the Council the required contribution in cash weekly.

7.3.5 *Reserves:* If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.4 *The Tool Insurance Fund for the Building Industry (Transvaal):*

7.4.1 *Objectives of the Fund:* The principal objectives of the Fund, read with the provisions of clause 11 of Chapter 1 of this Agreement, shall be to compensate employees for the loss of tools, essential to their trades, and tool boxes by theft from lock-ups.

7.4.2 An employee wishing to claim compensation from the Fund for lost tools, essential to his trade(s), and tool box shall lodge a written application with the Council and supply the Council with the relevant information in terms of the rules.

7.4.3 No payments shall be made by the Fund unless the employee has reported the theft to the police as soon as practicable, or if the employee refuses or fails to supply the Council with the information the Council may require.

7.4.4 The assessment of a claim and the payment from the Fund shall be in the absolute discretion of the Council whose decision shall be final and binding. The Council shall not be obliged to give any reason for its decision.

7.4.5 *Reserves:* Payment of benefits from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R10 000, and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R20 000.

7.5 *Dispute Resolution Fund for the Building Industry Transvaal:*

7.5.1 *Objectives of the Fund:* The objectives of the fund shall be to finance the resolution of disputes and related matters.

7.5.2 *Reserves:* If at any time the amount to the credit of the Fund drops below R100 000, payment shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R200 000.

8. BENEFITS INALIENABLE

The benefits provided by the Funds referred to in this Chapter are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

9. WITHHOLDING OF BENEFITS

An employee who is a member of any of the Funds of the Council and entitled to benefits shall in the absolute discretion of the Council be deprived of any benefit from any of the Funds in the event of such employee making a false statement or in any way attempting to obtain benefits fraudulently or dishonestly.

10. OTHER FUNDS

10.1 The Council, having been advised of the establishment of the National Development Fund for the Building Industry (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the National Development Fund), hereby authorises the collection of contributions for the purpose of implementing the objects of the said National Development Fund.

10.2 The Council, having been advised of the establishment of the Building Industries Training Scheme (inaugurated by the Building Industries Federation of South Africa) (hereinafter referred to as the Training Scheme), hereby authorises the collection of contributions for the purpose of implementing the objects of the said Training Scheme.

10.2.1 Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Training Scheme in terms of Government Notice No. R. 1948 of 11 September 1987, as amended and extended. The amounts collected in terms of this clause shall from time to time be paid over to the Building Industries Federation of South Africa.

10.3 The Building Industry Pension Fund (Transvaal) established under Government Notice No. R. 859 of 8 June 1962, as amended from time to time, and the Building Industry Provident Fund (Transvaal) established under Government Notice No. R. 83 of 22 January 1993, as amended from time to time, are hereby extended.

10.4 Every employee at the time of enactment of this Agreement shall have the right to elect to remain a member of the Pension Fund or to become a member of the Provident Fund.

10.5 Every employee who enters the Industry subsequent to the enactment of the Agreement shall, within 30 days of so entering the Industry, elect either to be member of the Pension Fund or the Provident Fund.

10.6 An employee shall be entitled to exercise his choice as to membership of the Funds once only.

10.7 The Provident Fund contributions shall be equal to the Pension Fund contributions as determined by the Council from time to time.

10.8 The Council shall have the right to determine any other rules or to amend any of the rules for the purpose of administering the Provident Fund.

ADDENDUM A**BUILDING INDUSTRY COUNCIL (TRANSCVAAL)****CONTRACT OF SERVICE FOR TRAINEE ARTISAN****(NON-DESIGNATED TRADE)****1. SECTION A: PARTIES TO THE CONTRACT**

1.1 This contract of learnership prescribed in terms of clause 6.2 of Chapter 1 of the Main Agreement of the Building Industry Council (Transvaal), made and entered into by and between—

1.1.1of (address)

hereinafter referred to as "the employer";

1.1.2of (address)

I.D. No.

Holiday Fund No., hereinafter referred to as the "trainee";

AND

1.1.3 Building Industry Council (Transvaal) represented by the General Secretary.

1.2 In the case of a minor, assisted by his guardian.....

.....of (address).....

2. SECTION B: UNDERTAKING BY TRAINEE

2.1 The said trainee shall—

2.1.1 bind himself to the employer in the non-designated trade offor a period of two years commencing on.....or until the trainee has passed the relevant trade test at the BIFSA Training Centre, as determined by the BITB;

2.1.2 serve his employer faithfully, honestly and diligently and obey all lawful and reasonable commands and requirements of the employer or of those duly placed in authority over him;

- 2.1.3 not discuss with or communicate to any person whomsoever, any information relating to the business of the employer;
- 2.1.4 not be interested directly or indirectly either as a paid agent or employee in any business or undertaking other than that of his employer;
- 2.1.5 not absent himself from his employment without permission and/or an acceptable reason;
- 2.1.6 accept the conditions of employment as contained in this contract;
- 2.1.7 attend during this contract of learnership the prescribed courses in his trade at the BIFSA Training Centre, in order to successfully complete the training performance criteria (TPL) modules and the production performance criteria (PPC) modules.

3. SECTION C: UNDERTAKING BY EMPLOYER

3.1 The said employer shall—

- 3.1.1 employ the said trainee for the period as prescribed in paragraph 2.1.1 of Section B of this contract, and shall teach/train efficiently or cause to be taught/trained efficiently the said trainee in the trade specified in accordance with the training programme compiled by BIFSA from time to time, and approved by the Building Industry Council (Transvaal);
- 3.1.2 when informed by the Council to do so, send the trainee to attend the practical training course at an institutional training centre approved by the Council for the full duration of the courses as determined by the training centre from time to time;
- 3.1.3 pay the said trainee the prescribed wages and comply with all the other conditions of employment as set out in the Agreement of the Building Industry Council (Transvaal);
- 3.1.4 allow the trainee the opportunity to take whatever test as required in terms of his training programme, and allow him to attend such training courses at the BIFSA Training Centre, when notified thereof by the Building Industry Council (Transvaal);
- 3.1.5 be responsible for the payment of wages and contributions to the trainee or the Council, as the case may be, during any period in which such trainee attends any courses at the institutional training centre.

4. SECTION D: PAYMENT OF WAGES AND CONTRIBUTIONS

4.1 In order to calculate the wage rates of trainees, the following percentages shall apply:

Trainee artisans employed in the non-designated trades:

After successfully completing all TPC and PPC modules: 25% of rates prescribed for an artisan.

Hereafter a practical on-site orientation period of 18 months must be completed.

After successfully passing a compulsory trade test after 18 months, on-site orientation, plus 30% of rate prescribed for an artisan.

Starting rate: 40% of rate prescribed for an artisan.

4.2 The payment of wages and contributions in terms of the Agreement of the Council remains the responsibility of the employer.

5. SECTION E: GENERAL

- 5.1 This contract may be cancelled or transferred to a new employer only by mutual consent of all the parties. The contract shall, however, remain valid until finally cancelled by the Council.
- 5.2 The employer shall be liable for the employment and training of the trainee for any period during which this contract is valid.
- 5.3 The Council may, however, cancel the contract after receiving a fully motivated application from any of the parties, and after considering the facts surrounding such an application. The other parties shall be notified in writing by the Council of such cancellation. The provisions of the Agreement of the Council with reference to prohibited employment shall apply after the cancellation of the contract, should the employment relationship continue.
- 5.4 The provisions of the Council's Agreement, where not inconsistent with the contract, shall apply to all trainees and their employers.
- 5.5 Employers and/or their trainees shall be held jointly and severally liable for any costs incurred in cases where trainees fail to attend the prescribed courses or trade tests. The Council shall, however, exempt any or both parties from the payment of the costs on good cause shown for such failure.

6. SECTION F: DEFINITIONS

"Agreement" means the Main Agreement of the Building Industry Council (Transvaal) published in terms of section 48 of the Labour Relations Act, 1956;

"BIFSA Training Centre" means the training centre of the Building Industries Federation South Africa, an employers' federation registered under the Labour Relations Act, 1956 (Act No. 28 of 1956), acting in its capacity as administrator of the Building Industries Recruitment and Training Fund at 33 Argon Road, Fulcrum, Springs;

"BITB" means the Building Industries Training Board, duly constituted in terms of the Manpower Training Act, 1981 (Act No. 56 of 1981);

"Council" means the Building Industry Council (Transvaal);

"non-designated trades" means any of the trades as defined in clause 2 of Chapter 2 of the Council's Agreement;

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

"trainee", in terms of this contract, means a trainee artisan indentured/registered as such, irrespective of gender, and who is being trained in the non-designated trade of

"training performance criteria (TPC)" means the performance standards attained by the trainee for each task during his institutional training.

In witness whereof the contracting parties have hereunder signed this day of 19.....

AS WITNESSES:

1. EMPLOYER

2. Director/member/partner/sole owner on behalf of (trading
name of business

1. GUARDIAN

2.

1. TRAINEE

2.

1. COUNCIL

2. (General Secretary)

Registered at the Office of the Building Industry Council (Transvaal) this day of 19.....

Building Industry Council (Transvaal)

TSS/BIF

ADDENDUM B

BUILDING INDUSTRY COUNCIL (TRANSSVAAL)

CONTRACT OF SERVICE FOR TRAINEE (SPECIFIED SKILLS EMPLOYEE)

1. SECTION A: PARTIES TO THE CONTRACT

1.1 This contract of learnership prescribed in terms of clause 6.2 of Chapter 1 of the Main Agreement of the Building Industry Council (Transvaal), made and entered into by and between—

1.1.1 of (address)

hereinafter referred to as the "employer";

1.1.2 of (address)

I.D. No.

Holiday Fund No., hereinafter referred to as the "trainee";

AND

1.1.3 Building Industry Council (Transvaal), represented by the General Secretary.

1.2 In the case of a minor, assisted by his guardian

of (address)

2. SECTION B: UNDERTAKING BY TRAINEE

2.1 The said trainee shall—

2.1.1 bind himself to the employer in the specified skill of for a period of six months

commencing on or until he has worked as a trainee for a period of at least three months after he has completed the training performance criteria at the BIFSA Training Centre;

- 2.1.2 serve his employer faithfully, honestly and diligently, and obey all lawful and reasonable commands and requirements of the employer or of those duly placed in authority over him;
- 2.1.3 not discuss with or communicate to any person whomsoever, any information relating to the business of the employer;
- 2.1.4 not be interested directly or indirectly either as a paid agent or employee in any business or undertaking other than that of this employer;
- 2.1.5 not absent himself from his employment without permission and/or an acceptable reason;
- 2.1.6 accept the conditions of employment as contained in this contract;
- 2.1.7 attend during this contract of learnership the prescribed courses in his trade at the BIFSA Training Centre, in order to successfully complete the training performance criteria modules.

3. SECTION C: UNDERTAKING BY EMPLOYER

3.1 The said employer shall—

- 3.1.1 employ the said trainee for the period as prescribed in paragraph 2.1.1 of Section B of this contract, and shall teach/train efficiently or cause to be taught/trained efficiently the said trainee in the skill specified in accordance with the training programme compiled by BIFSA from time to time, and approved by the Building Industry Council (Transvaal);
- 3.1.2 when informed by the Council to do so, send the trainee to attend the practical training courses at an institutional training centre approved by the Council for the full duration of the courses as determined by the training centre from time to time;
- 3.1.3 pay the said trainee the prescribed wages and comply with all the other conditions of employment as set out in the Agreement of the Building Industry Council (Transvaal);
- 3.1.4 allow the trainee the opportunity to attend training courses at the BIFSA Training Centre, when notified of such attendance by the Building Industry Council (Transvaal);

4. SECTION D: PAYMENT OF WAGES AND CONTRIBUTIONS

- 4.1 The trainee shall be entitled to the minimum wage rate and contribution values as determined by the Council from time to time.
- 4.2 In the case of trainees employed in the specified skills, wages and contributions shall be paid by the employer for any period during which the trainee attends the course at the BIFSA Training Centre.

5. SECTION E: GENERAL

- 5.1 This contract may be cancelled or transferred to a new employer only by mutual consent of all the parties. The contract shall, however, remain valid until finally cancelled by the Council.
- 5.2 The employer shall be liable for the employment and training of the trainee for any period during which this contract is valid.
- 5.3 The Council may, however, cancel the contract after receiving a fully motivated application from any of the parties and after considering the facts surrounding such an application. The other parties shall be notified in writing by the Council of such a cancellation. The provisions of the Agreement of the Council with reference to prohibited employment shall apply after cancellation of the contract, should the employment relationship continue.
- 5.4 The provisions of the Council's Agreement, where not inconsistent with the contract, shall apply to all trainees and their employers.
- 5.5 Employers and/or their trainees shall be held jointly and severally liable for any costs incurred in cases where trainees fail to attend the prescribed courses. The Council shall, however, exempt any of both parties from payment of the costs on good cause shown for such failure.

6. SECTION F: DEFINITION

"Agreement" means the Main Agreement of the Building Industry Council (Transvaal) published in terms of section 48 of the Labour Relations Act, 1956;

"BIFSA Training Centre" means the training centre of the Building Industries Federation South Africa an employers' federation registered under the Labour Relations Act, 1956 (Act No. 28 of 1956), acting in its capacity as administrator of the Building Industries Recruitment and Training Fund at 33 Argon Road, Fulcrum, Springs;

"BITB" means the Building Industries Training Board, duly constituted in terms of the Manpower Training Act, 1981 (Act No. 56 of 1981);

"Council" means the Building Industry Council (Transvaal);

"Specified Skills" means any of the skills as defined in clause 1 of Chapter 2 of the Council's Agreement;

"Trainee" in terms of this contract, means a trainee specified skills employee indentured/registered as such, irrespective of gender and who is being trained in the specified skill of.;

"Training Performance Criteria (TPC)" means the performance standards attained by the trainee for each task during his institutional training.

In witness whereof the contracting parties have hereunder signed this day of 19

AS WITNESSES:

1.	EMPLOYER
2.	Director/member/partner/sole owner on behalf of (trading name of business)
1.	GUARDIAN
2.
1.	TRAINEE
2.
1.	COUNCIL
2.	(General Secretary)

Registered at the office of the Building Industry Council (Transvaal) this day of 19

.....
Building Industry Council (Transvaal)

Signed at Johannesburg this 7th day of November 1996.

C. DE KOCK

Chairman

N. K. MOLOTO

Vic-Chairman

W. DE J. STAPELBERG

General Secretary

No. R. 132

31 Januarie 1997

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID (TRANSVAAL): NOORD-WES OOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1998 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1.1.1 (i), 2, 12, 13.6.4.4, 13.9, 20, 22, 23, 24 en 25 van Hoofstuk 1, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI**Minister van Arbeid****BYLAE****BOUNYWERHEIDSRAAD (TRANSVAAL)****NOORD-WES OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Gauteng Meesterbouersassosiasie

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

Amalgamated Union of Building Trade Workers of South Africa**Bouwerkersvakbond****Construction and Allied Workers' Union****Building Construction and Allied Workers' Union**

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

wat die partye is by die Bounywerheidsraad (Transvaal).

HOOFSTUK 1**1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS**

1.1 Hierdie Ooreenkoms moet in die Bou- en Dimensioneleklipnywerheid nagekom word—

- (i) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakverenigings;
- (ii) in die landdrostdistrikte Potchefstroom en Klerksdorp.

1.2 Ondanks klousule 1.1 is hierdie Ooreenkoms—

- 1.2.1 slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;
- 1.2.2 van toepassing op vakleerlinge en kwekelinge;
- 1.2.3 van toepassing op voormanne en algemene voormanne;
- 1.2.4 nie van toepassing op klerke en administratiewe personeel nie;
- 1.2.5 nie van toepassing nie op persone wat betrokke is by die installering en/of bedrading van elektriese lig, verwarmings- of ander permanente vaste elektriese toebehore in geboue, of die herstel of onderhoud van hysers in geboue wanneer sodanige werk deur 'n werkgewer onderneem word wat onder die jurisdiksie van 'n ander Nywerheidsraad val;
- 1.2.6 nie van toepassing nie op universiteitstudente of teknikstudente en gegradueerdes in die bouwetenskap, of op konstruksietoesighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
- 1.2.7 nie van toepassing nie op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika;

- 1.2.8 onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bounywerheid en die Meubelnywerheid; en
- 1.2.9 nie van toepassing nie op werkgewers en werknemers wat in die Bounywerheid betrokke is by die oprigting van nuwe behuising van minder as 50 vierkante meter. Hierdie klousule is egter nie van toepassing op massa-behuisingskontrakte nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk wat op 31 Januarie 1998 eindig of vir die tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel voorts, tensy onbestaanbaar met die sinsverband beteken—

“werklike loon” die loon per uur wat 'n werkgewer werklik aan 'n werknemer betaal ten opsigte van die gewone werkure;

“hulpambag” 'n ambag wat in enige ander nywerheid as geskoold beskryf word;

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekrag-opleiding, 1981, of enige ander toepaslike wet geregistreer is of geag word geregistreer te wees en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

“ambagsman” 'n werknemer wat in 'n nie-aangewese ambag in diens is en wat die werk omskryf in klousule 2 van Hoofstuk 2 mag verrig, en wat alle voorgeskrewe kursusse by 'n praktiese institusionele opleidingsentrum vir 'n besondere ambag suksesvol voltooi het en wat die voorgeskrewe indiensopleidingstydperk suksesvol voltooi het en wat die voorgeskrewe vaktoets geslaag het;

“blok” 'n bouwerkeenhed waarvan die afmetings groter is as 300 mm x 100 mm x 75 mm;

“Bounywerheid” sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of onderafdelings daarvan;

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakkte of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of 'n ander tipe soliede of halfsoliede asfalt, poliëtileen, polipropileen, mastik of emulsieasfalt of bitumen wat óf warm óf koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word nie;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die aanbring van teëls aan mure en vloere, voegstryking van steenwerk, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalkfaatwerk aan erdepypriole;

lakpoleerwerk, wat poleerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerk-artikels wat met sodanige toebehore 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 ook rakkaste, kombuiskaste of ander kombuis-toebehore wat as 'n permanente deel van die gebou aangebring word;

ruit-in-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap, en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiëte 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 klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame en metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte materiaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die voornoemde werksaamhede, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelmakery, vormmakery, die aanbring van voorwerk in vorms vir stortfels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granoliet-, terrazzo- en komposisiebevloering, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner en buigsame sny- en afwerkmasjinerie, voorafgegiëte of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat gepaard gaan met die voltooiing van plafonne en mure, of ongeag die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandsprinkelaars, en die vervaardiging en aanbring van alle plaatmetaalwerk, ongeag of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit:

Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnens-huise, los en vaste toebehore;

staalwapening en/of staalkonstruksie, wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalsuile, dwarslêers, staalbalke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timmerwerk en fineerpaneelwerk en die polering en skuur daarvan, houtbewerking, masjinerie, draaiwerk, houtsnijwerk, die bedekking van alle soorte dakke, die aanbring van klank- en akoestiek-materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en -muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner en buigsame sny-, afwerk- en poleermasjinerie, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, dit uitgesluit moet word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

“kleedkamer” 'n geskikte afdak, kamer of soortgelyke bevredigende akkommodasie met 'n minimum skoonvloer-ruimte van sewe vierkante meter, wat bestaan uit vier mure en 'n dak en gemaak is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat skoon gehou word en wat stewig toegesluit kan word om 'n geskikte plek vir die veilige bewaring van werknemers se klere te verskaf; en so 'n kleedkamer mag vir geen ander doel gebruik word nie as om daarin te verkleed en om die werknemers se klere veilig daarin te bewaar;

“Raad” die Bounywerheidsraad (Transvaal), geregistreer ingevolge artikel 19 van die Wet;

“dienskontrak” die amptelike kontrak ingevolge waarvan 'n “kwekeling-ambagsman” of “kwekeling-werknemer (gespesifiseerde ambagte)” in diens is en deur die werkgever soos voorgeskryf in Bylae A of B van hierdie Ooreenkoms opgelei word;

“bydraes” enige bydraes wat die werkgever of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal, en het “heffings” dieselfde betekenis;

“vakman” 'n werknemer wat in 'n aangewese ambag in diens is en wat as sodanig die werk omskryf in klousule 3 van Hoofstuk 2, mag verrig, wat alle voorgeskrewe kursusse vir 'n bepaalde ambag by 'n praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidingstydperk suksesvol voltooi het;

“dag” die tydperk van 24 uur van middernag tot middernag;

“noodwerk” enige werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker, of ander werk wat dringend noodsaaklik is en wat nie voorsien of vermy kon word nie;

“werknemer” enige persoon wat in diens is by of werk verrig vir enige werkgever en beloning ontvang of geregtig is om dit te ontvang, en enige ander persoon hoegenaamd wat op enige wyse help om die besigheid van 'n werkgever voort te sit of te dryf; en het “in diens” en “diens” ooreenstemmende betekenis;

“werkgever” enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf en wat daardie persoon beloon of uitdruklik of stilswyend onderneem om hom te beloon, of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te dryf; en het “in diens hê”, “in diens neem” en “diens” ooreenstemmende betekenis;

“noodsaaklike dienste” alle werk wat noodwendig verrig moet word ten einde die beoefening of bedryf van enige ander nywerheid, saak of onderneming te verseker, of enige dringende aangeleentheid wat nie gedurende die gewone werkure in klousule 8 voorgeskryf, verrig kan word nie;

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

- (a) Hoofsaaklik in ’n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van ’n ambagsman kan verrig;
- (b) werk aan ander werknemers onder sy beheer en toesig uitdeel;
- (c) dissipline handhaaf;
- (d) regstreeks aan ’n algemene voorman of die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein(e);

“algemene voorman” ’n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toesig hou en wie se pligte een of meer van die volgende werksaamhede insluit:

- (a) Toesighouding;
- (b) hantering van ’n kontrak of kontrakte;
- (c) handhawing van dissipline;
- (d) verantwoordelikheid aan die werkgewer vir doeltreffendheid en produksie op die terrein(e);
- (e) verrigting van geskoolde werk, hetsy in die hoedanigheid van instrukteur of andersins;

“algemene werker” ’n werknemer wat enige taak of werksaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van “geskoolde werknemer” en “halfgeskoolde werknemer”, maar met inbegrip van toesighouding oor ander algemene werkers;

“slegs-arbeid-kontrak” ’n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens ’n persoon onderneem om werk te doen en om betaal te word vir slegs die verskaffing van sy eie arbeid en/of die van sy werknemers, as daar is, op ander voorwaardes as die in klousule 4 van Hoofstuk 1 gestel, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer, verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

“slegs-arbeid-kontrakteur” iemand wat “slegs-arbeid”-kontrakwerk onderneem;

“heffings” enige betaling wat die werkgewer of die werknemer ingevolge hierdie Ooreenkoms aan die Raad moet betaal; en het “bydraes” dieselfde betekenis;

“toesluitplek” ’n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en ’n dak bestaan, wat gemaak is van beton, baksteen, hout, yster of ’n kombinasie daarvan, wat stewig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefstaling voorsien is en wat geheel en al so gebou is dat die gereedskap en klere van werknemers te eniger tyd veilig daarin bewaar kan word;

“nuwe algemene werker” ’n werknemer gedurende die eerste ses (6) maande van indiensneming, wat nooit in die Boubedryf werksaam was nie, in die gebied van toepassing van hierdie Ooreenkoms;

“oortyd” tyd wat gewerk word bo en behalwe die getal gewone werkure wat in klousule 8 van Hoofstuk 1 voorgeskryf word;

“persoon/persone” ook—

- (a) ’n maatskappy wat opsigself ’n regspersoon is of kragtens enige wet as sodanig geregistreer is; of
- (b) enige liggaam van persone, hetsy ’n regspersoon al dan nie;

“voorgeskrewe loon” die gedeelte van die besoldiging wat ingevolge klousule 4 van Hoofstuk 1 in die vorm van geld aan die werknemer betaal is ten opsigte van die gewone werkure in klousule 8 van Hoofstuk 1 voorgeskryf: Met dien verstande dat as ’n werkgewer ’n werknemer gereeld ten opsigte van sodanige gewone werkure ’n hoër bedrag betaal as dié wat in klousule 4 van Hoofstuk 1 voorgeskryf word, dit sodanige hoër bedrag beteken; (by die toepassing van hierdie omskrywing beteken “gereeld” twee agtereenvolgende betalings);

“produksieprestasiëriteria (PPK)” die prestasiestandaarde wat die kwekeling vir elke taak moet bereik gedurende sy indiensopleiding;

“beloning” ’n betaling in kontant aan enige persoon gemaak of aan hom verskuldig na opleiding van en wat, sonder om die gewone betekenis daarvan te beperk, alle bydrae insluit waarvoor in hierdie Ooreenkoms voorsiening gemaak word; en het “beloon” ’n ooreenstemmende betekenis;

“Sekretaris” die Sekretaris van die Raad, en omvat dit ’n beampte wat deur die Raad benoem word om namens die Sekretaris op te tree;

“halfgeskoolde werknemer” ’n werknemer (gespesifiseerde ambag), vakleerling, en kwekeling-ambagsman;

“geskoolde werknemer” ’n algemene voorman, voorman, vakman, ambagsman en ’n werknemer wat ’n hulpambag verrig;

“geskoolde werk” werk wat in die Bou- en Dimensionele Klipnywerheid verrig kan word deur werknemers soos omskryf onder “geskoolde werknemer” en “halfgeskoolde werknemer”;

“werknemer (gespesifiseerde ambag)” ’n werknemer wat in ’n gespesifiseerde ambag in diens is en wat werk soos omskryf in klousule 1 van Hoofstuk 2 mag verrig, en wat die voorgeskrewe kursusse vir die gespesifiseerde ambag by ’n praktiese institusionele opleidings-sentrum en die voorgeskrewe indiensopleidingstydperk suksesvol voltooi het;

“bouwerk” ook mure, grens-, tuin- en keurmure, die voorsiening van klip vir bedekking, vloere, monumente en aanvullingsitems;

“geskikte slaapplek” ’n waterdigte onderdak wat stewig toegesluit kan word met ’n geskikte vloer en die nodige geskikte wasgeriewe, voubeddens, matrasse en aparte toiletgeriewe;

“kwekeling-ambagsman” ’n werknemer wat as sodanig by die Raad geregistreer is en by sy werkgewer in diens is ooreenkomstig ’n dienskontrak, wat geskoolde werk ten opsigte van nie-aangewese ambagte omskryf in klousule 2 van Hoofstuk 2, mag verrig en wat nie ingevolge die bepalings daarvan vir ’n vakleerlingskap kwalifiseer nie;

“kwekeling-werknemer (gespesifiseerde ambag)” ’n werknemer wat as sodanig by die Raad geregistreer is, wat in diens is ooreenkomstig ’n dienskontrak en wat geskoolde werk mag verrig enigeen van die gespesifiseerde ambagte omskryf in klousule 1 van Hoofstuk 2 waarvoor hy as sodanig geregistreer is, en wat nie vir ’n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, kwalifiseer nie;

“opleidingsprestasiëriteria (OPK)” die prestasiëriteria wat die kwekeling vir elke taak moet bereik gedurende sy institusionele opleiding;

“natweerskuiling” ’n skuiling wat van weerbestande materiaal gebou is en wel op so ’n manier dat die okkupeerders daarvan in alle omstandighede droog gehou word en dit gerieflik sal hê;

“werkweek” van Maandag tot Vrydag.

(Sien ook Hoofstukke 2 en 3 vir verdere omskrywings.)

4. VOORGESKREWE LONE

4.1 **Algemeen:** Lone van werknemers moet aangepas word óf na die nuwe voorgeskrewe lone kragtens klousule 4.1.1 van hierdie Hoofstuk, óf met die algemene verhoging kragtens klousule 4.1.2 van hierdie Hoofstuk, watter ook al die grootste is, en voorts mag geen werkgewer lone betaal en geen werknemers lone aanvaar nie wat laer is as voorgeskryf in klousule 4.1.1 van hierdie Hoofstuk, gelees met die res van die bepalings van hierdie klousule.

4.1.1 Geskoolde, halfgeskoolde en ongeskoolde werknemers.

BYLAE

Kategorie van werknemer	Loon per uur
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
Vakman	15,00
Ambagsman	11,29
Werknemer (gespesifiseerde ambag)	6,70
Ambagsman (skrynwerker) (massavervaardiging)	11,29
Ambagsman (houtmasjienwerker) (massavervaardiging)	11,29
Skrynwerkmonteerder (gespesifiseerde ambag) (massavervaardiging)	6,70
Masjienbediener (gespesifiseerde ambag) (massavervaardiging)	6,70
Vervaardigingswerker (massavervaardiging)	3,23
Algemene werker (nie op konstruksie)	3,50
Algemene werker (op konstruksie)	4,12
Nuwe algemene werker (nie op konstruksie)	3,15
Nuwe algemene werker (op konstruksie)	3,71
Kwekeling-ambagsman:	
Aanvangsloon	4,52
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na suksesvolle voltooiing van indiensopleiding (produksieprestasiëriteria)	7,34
Na suksesvolle aflegging van voorgeskrewe vaktoets	11,29
Kwekeling-werknemer (gespesifiseerde ambag):	
Aanvangsloon	5,03
Na suksesvolle voltooiing van institusionele opleiding (opleidingsprestasiëriteria) en na verdere drie maande diens	6,70

4.1.2 Algemene verhoging.

Kategorie van werknemer	Per uur
	R
Vakman	1,25
Ambagsman	1,00
Werknemer (gespesifiseerde ambag)	0,55
Vervaardigingswerker (massavervaardiging)	0,37
Algemene werker (nie op konstruksie)	0,40
Algemene werker (op konstruksie)	0,47
Kwekeling-ambagsman (nie aangewese)	0,40
Na opleidingsprestasiëriteria en produksieprestasiëriteria	0,65
Kwekeling gespesifiseerde ambag	0,41

4.1.3 Werkgewers wat voor die inwerkingtreding van hierdie Ooreenkoms lone op 'n vrywillige basis aangepas het, kan enige sodanige verhogings wat na 14 Oktober 1996, aan werknemers toegestaan is, aftrek van die bedrae genoem in klousules 4.1.1 en 4.1.2 van hierdie Hoofstuk.

4.2 **Opskorting van diens van werknemers:** 'n Werkgewer moet behoudens klousule 8.3 'n werknemer wie se diens hy tydelik opgeskort het, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat so 'n werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige tydperk van opskorting gewerk het. Met dien verstande dat hierdie klousule nie van toepassing is nie op werknemers wie se diens opgeskort is as gevolg van gure weerstoestande of in gevalle waar die voortgang van werk onderbreek is deur 'n natuurramp of oormag, brand, burgerlike onluste,staking, vyandelikhede, onwettige saamspan van werksmense, terrorisme, ontploffing en/of soortelike noodtoestand.

4.3 **Behoud van besoldiging:** Niks in hierdie Ooreenkoms moet die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy dieselfde klas werk by dieselfde werkgewer verrig.

4.4 **Differensiële lone:** 'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad voorgeskryf word, moet vir al die ure op so 'n dag gewerk teen die hoogste loon besoldig word: Met dien verstande dat wanneer 'n werknemer drie uur of minder op 'n dag die werk van 'n hoër klas verrig, hy teen die hoër tarief betaal moet word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het.

4.5 **Gereedskaptoelae:** 'n Werkgewer moet aan 'n geskoolde werknemer wat in diens is by die vervaardiging en installering van doelgemaakte skrynwerkstukke, 'n toelae van 10c per uur betaal terwyl hy aldus werksaam is.

4.6 **Nuwe algemene werker:**

- 4.6.1 Die Raad moet die status van hierdie werker ondersoek deur gebruik te maak van die Raad se bydraerekords.
- 4.6.2 Die lone van 'n nuwe algemene werker is soos voorgeskryf in klousule 4.1.1 van Hoofstuk 1.
- 4.6.3 Bydraes soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms is nie van toepassing op 'n nuwe algemene werker nie.
- 4.6.4 Alle heffings soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms moet weekliks aan die Raad betaal word.
- 4.6.5 Indien 'n werkgewer versuim om die bepaling van klousule 4.6 van hierdie Ooreenkoms na te kom, word hy verantwoordelik gehou vir betaling van die lone van 'n algemene werker, soos omskryf in hierdie Ooreenkoms.

5. BETALING VAN LONE, TOELAES EN OORTYDVERDIENSTE

5.1 **Algemeen:** Lone, verdienste vir oortyd, toelaes ingevolge hierdie Ooreenkoms en alle ander vergoeding wat verskuldig is aan 'n werknemer, moet in kontant of per tjek betaal word of mag in werknemers se rekening by 'n finansiële instelling inbetaal word. Gemelde beloning mag weekliks, tweewekliks of maandeliks betaal word, afhangende van die ooreenkoms tussen werknemer en werkgewer.

5.2 **Wagtyd:** By beëindiging van diens moet 'n werkgewer so 'n werknemer alle lone, toelaes en ander besoldiging betaal tot tyd en wyl sodanige betaling gedoen word, ten opsigte van elke werkuur of gedeelte daarvan, vanaf die tydstop waarop diens beëindig word totdat die finale betaling gedoen word, en dié betaling moet nie later gedoen word nie as twee werkdade na diensbeëindiging:

Met dien verstande dat—

- (i) daar vir wagtyd van hoogstens 16 uur betaal word;
- (ii) daar nie vir wagtyd, benewens betaling in plaas van kennisgewing ingevolge klousule 10 van Hoofstuk 1, betaal word nie;

- (iii) 'n werknemer wat sy diens beëindig sonder om die vereiste kennis te gee en uit te dien, nie op betaling vir wagtyd geregig is nie;
- (iv) 'n werknemer wat nie op kennisgewing ingevolge klousule 10 van Hoofstuk 1 geregig is nie, slegs op wagtyd geregig is as hy nie binne 16 werkdag van die tydperk waarop diens beëindig is, betaal word nie.

Vir die doeleindes van hierdie paragraaf word uitbetaling per geregistreerde pos geag behoorlike betaling te wees. Die betaaldatum word geag dieselfde te wees as die datum waarop die brief gepos is.

5.3 Besoldigingsbesonderhede: Elke werkgewer moet op die datum van elke betaling 'n staat aan die werknemer uitreik waarop besonderhede uiteengesit is van hoe die bruto besoldiging bereken is, watter aftrekking gemaak is en die netto besoldiging betaalbaar, en sowel die waarde van die bydraes aandui wat die werkgewer aan die Raad oorbetaal het, as die opgehoopde aantal bydraes tot en met die laaste dag ten opsigte van elke betaling gemaak.

5.4 Oortyd: Vir die doeleindes van hierdie Ooreenkoms moet alle tyd wat langer gewerk word as die getal gewone werke wat in klousule 8 van hierdie hoofstuk voorgeskryf word, geag word oortyd te wees: Met dien verstande dat 'n werknemer vir oortyd teen oortydtariewe betaal moet word slegs nadat 'n werknemer 40 uur per week teen die gewone loonskaal voltooi het, behalwe in die geval waar 'n werknemer gedurende die week waarin oortyd gewerk is, by 'n werkgewer in diens getree het en hy om dié rede nie in staat was om 40 uur per week te voltooi nie.

5.4.1 Ondanks bogenoemde bepaling moet 'n openbare vakansiedag wat binne 'n werkweek val, beskou word as tyd wat gewerk is vir die doel om oortyd soos hierbo te bereken.

5.4.2 'n Werknemer van wie vereis word om te werk buite die gewone ure voorgeskryf in klousule 8 hiervan, moet soos volg betaal word:

- (a) Een en 'n vyfde maal sy werklike loonskaal vir alle oortyd wat van Maandae tot Vrydae gewerk word, tot en met vyf uur;
- (b) een en 'n half maal sy werklike loonskaal vir alle oortyd wat langer as vyf uur van Maandae tot Saterdag gewerk word, tot en met 16 uur per week;
- (c) behoudens die bepalings van klousule 9.5 van hierdie hoofstuk, teen twee maal die skaal van die werknemer se werklike loon vir alle oortyd gewerk op Sondae en openbare vakansiedae soos omskryf in die Wet op Openbare Vakansiedae, 1994.

5.4.3 Die gewone werkdag plus alle oortyd mag hoogstens 56 uur per kalenderweek beloop.

5.4.4 Oortydbepalings: Indien 'n werkgewer vereis dat sy werknemers oortyd werk, moet hy aan hulle minstens 16 uur kennis daarvan gee: Met dien verstande egter dat geen voorafkennisgewing vereis word om oortyd te werk nie wanneer werknemers noodsaaklike dienste verrig of wanneer dit as gevolg van noodwerk van werknemers vereis word om oortyd te werk.

5.5.1 Aanmelding van nie-betaling: 'n Werknemer wat ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van hierdie Raad in aanmerking kom vir die betaling deur sy werkgewer van lone en/of bydraes aan die Raad namens homself ingevolge die bepalings van die verskillende Fondse en wat nie ingevolge hierdie Ooreenkoms betaal is nie, moet sodanige nie-betaling van lone of bydraes ingevolge klousule 2 van Hoofstuk 5 by die Raad aanmeld binne 10 weke vanaf die datum waarop sodanige versuim om te betaal plaasgevind het.

5.5.2 Waar die werknemer die nie-betaling binne die tydperk voorgeskryf in klousule 5.5.1 hiervan aangemeld het, is hy geregig op betaling deur die Raad uit die waarborg wat gehou word ten opsigte van die werkgewer wat versuim het om sodanige betaling te maak, maar slegs in soverre die geld beskikbaar is ingevolge sodanige waarborg.

5.5.3 'n Werknemer wat in gebreke bly om enige nie-betalings te rapporteer soos voorgeskryf, verbeur enige reg tot verhoging en die Raad tree nie teen 'n werkgewer op ingevolge die Ooreenkoms se bepalings nie, tensy wanvoorstelling deur die werkgewer bewys kan word.

5.5.4 Indien 'n werknemer dros of sy dienste beëindig sonder kennisgewing, moet die Raad, op aansoek deur 'n werkgewer, die bedrag aan die werkgewer verskuldig, wat gelyk is aan die vereiste kennisgewingstydperk, van die werknemer se vakansiegeld aftrek en aan die werkgewer oorbetaal.

5.6 Skofwerk: 'n Werkgewer kan sy werknemers skofte laat werk: Met dien verstande dat daar in wese aan klousules 5 en 8 voldoen is.

6. REGISTRASIE VAN WERKNEMERS

6.1 Elke werkgewer moet binne 'n tydperk van sewe dae vanaf die datum van indiensneming van 'n werknemer, sodanige werknemer by die Raad registreer, maar moet, ondanks bogenoemde bepalings, sodanige werknemer die besoldiging, toelaes en bydrae betaal wat ingevolge hierdie Ooreenkoms van toepassing is op die klas waarin die werknemer in diens geneem is, tensy 'n vrystelling verkry is.

- 6.1.1** 'n Werknemer in diens in enigeen van die aangewese ambagte soos omskryf in klousule 3 van Hoofstuk 2, wat—
 - in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en
 - die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk suksesvol voltooi het; en
 - in die vereiste vaktouers geslaag het; en

die Nasionale Tegniese Sertifikaat Deel II (N2) verwerf het, moet as vakman geregistreer word.

6.1.2 'n Werknemer in diens in enigeen van die nie-aangewese ambagte soos omskryf in klousule 2 van Hoofstuk 2 wat—
in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en

die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk suksesvol voltooi het; en
in die vereiste vakoets geslaag het,
moet as ambagsman geregistreer word.

6.1.3 'n Werknemer betrokke by enigeen van die aktiwiteite omskryf in klousule 1 van Hoofstuk 2, wat—

in die betrokke OPK's (opleidingsprestasiëriteria) ten opsigte van die opleidingskursusse by 'n erkende praktiese institusionele opleidingsentrum geslaag het; en

die PPK's (produksieprestasiëriteria) gedurende 'n indiensopleidingstydperk van minstens drie maande voltooi het,
moet as werknemer (gespesifiseerde ambag) geregistreer word.

6.1.4 Die Raad kan van tyd tot tyd ander bykomende gespesifiseerde ambagsklasse bepaal.

6.1.5 Ondanks klousule 6.1 hiervan kan die Raad egter na goeëdunke 'n aansoek van 'n individuele werkgewer om die registrasie van kwekeling-werknemers (gespesifiseerde ambag) weier, indien 'n ondersoek bewys dat die werkgewer nie die opleidingsvereistes van sodanige klas werknemer nagekom het nie.

6.2 Elke werkgewer wat 'n werknemer in diens neem om geskoolde werk te verrig, wat nie oor die nodige kwalifikasies beskik om sodanige werk te verrig nie, moet binne sewe dae na indiensneming die werknemer by die Raad registreer en moet—

(a) die voorgeskrewe vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, aangaan; of

(b) die dienskontrak vir 'n kwekeling-ambagsman wat in Bylae A van hierdie Ooreenkoms voorgeskryf word, aangaan; of

(c) die dienskontrak vir kwekeling-werknemer (gespesifiseerde ambagte) wat in Bylae B van hierdie Ooreenkoms voorgeskryf word, aangaan; of

(d) die dienskontrak aangaan waarkragtens werknemers deur die werkgewer opgelei word in ambagte of vaardighede ten opsigte waarvan daar geen institusionele opleiding bestaan nie, en wat van tyd tot tyd deur die Raad voorgeskryf word.

6.3 'n Werkgewer moet 'n kwekeling of leerling betaal ooreenkomstig die vaardigheidsvlak wat bereik is en ooreenkomstig die besoldiging en toelaes wat vir die suksesvolle voltooiing van die betrokke opleidingskursusse vasgestel is.

6.4 'n Werknemer in klousule 6.3 hiervan bedoel, wat nie 'n opleidingskursus suksesvol voltooi het nie, bly op die besoldigingsvlak eweredig aan die vaardigheidsvlak wat bereik is, en die werkgewer moet toegelaat word om sodanige werknemer in diens te hou op die voorwaardes wat van toepassing is.

6.5 Alle geskoolde en halfgeskoolde werknemers wat as sodanig by die Raad geregistreer is, behou hul bestaande status op die datum waarop hierdie Ooreenkoms in werking tree. Ondanks bostaande, kan die Raad egter 'n registrasiesertifikaat wat aan enige klas werknemer uitgereik is, wysig of intrek en kan die werknemer aan wie 'n sertifikaat uitgereik was, herklassifiseer word as die Raad oortuig is dat die oorspronklike registrasie en klassifikasie van die betrokke werknemer verkeerdelik uitgereik was. Die besluit van die Raad is finaal en bindend.

6.6 'n Werknemer van wie daar vereis word om hom by die Raad te laat registreer ingevolge hierdie Ooreenkoms, moet op versoek van 'n agent van die Raad die registrasiesertifikaat wat deur die Raad aan hom uitgereik is, toon.

6.7 Alle werknemers wat op 3 September 1990 as meeservakmanne geregistreer was, word vir die doeleindes van hierdie Ooreenkoms geag as vakmanne geregistreer te wees.

7. VERBODE DIENS

7.1 Behoudens klousule 6.1 van hierdie hoofstuk mag 'n werkgewer nie toelaat dat 'n werknemer werk verrig waarvoor hy hom ingevolge klousule 6 van hierdie hoofstuk moet laat registreer nie, tensy sodanige werknemer in die regte klas geregistreer is.

7.2 'n Werknemer mag nie werk verrig waarvoor registrasie verpligtend is nie, tensy hy aldus geregistreer is.

7.3 Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat 'n persoon verbied om 'n werksaamheid te verrig, geag die werkgewer van so 'n persoon vry te stel van die betaling van die voorgeskrewe lone en bydraes van 'n ambagsman wat hy sou moes betaal het, en van die nakoming van die voorwaardes wat hy sou moes nagekom het indien die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie, en die werkgewer bly aanspreeklik om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

7.4 'n Werknemer wat by die Raad geregistreer is, of wat kwalifiseer vir registrasie in 'n hoër kategorie, moet binne 10 werksdae vanaf datum van indiensneming bewys aan sy werkgewer lewer van sodanige hoë kwalifikasie, by gebreke waarvan die werknemer geag word 'n werknemer te wees in die kategorie waarin hy aanvanklik in diens geneem is.

8. WERKURE

8.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is 40 uur in enige week bereken teen hoogstens agt uur per dag van Maandae tot Vrydae.

8.2 Geen werknemer mag toegelaat word nie om langer as vyf uur op enige dag te werk sonder 'n pouse van minstens 30 minute.

8.3 **Korttyd:** Elke werkgewer wat as gevolg van onvoldoende werk van 'n werknemer vereis om korttyd te werk, moet die Raad van sodanige besluit in kennis stel na ooreenkoms met sy werknemer om korttyd te werk.

9. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

9.1 Openbare Vakansiedae is soos omskryf in die Wet op Openbare Vakansiedae, 1994.

9.2 'n Werknemer wat 48 weke in 'n jaar gewerk het en vir wie bydraes vir vakansiefonds betaal is, is geregtig op verlof van 15 ten volle betaalde werkdae per jaar.

9.3 Die jaarlikse verloftydperk is vier kalenderweke wat 'n aanvang neem op die Vrydag onmiddellik voor 16 Desember, of sodanige dag as wat die Raad bepaal, dog nie later as 16 Desember nie.

9.4 Geen werkgewer mag van 'n werknemer vereis om gedurende die verloftydperk voorgeskryf by klousule 9.3 hiervan werk in die Nywerheid te verrig nie, en geen werknemer mag gedurende hierdie tyd werk verrig sonder dat goedkeuring van die Raad verkry is nie.

9.5 Ondanks die bepalings van klousule 9.4 hiervan kan 'n werkgewer en sy werknemer ooreenkom om 'n maksimum tydperk van twee weke gedurende die jaarlikse verloftydperk te werk teen gewone skaal plus bydraes: Met dien verstande dat geen werk verrig mag word gedurende die weke waarin Kersdag en Nuwejaarsdag val nie.

10. DIENSBEËINDIGING

10.1 Wanneer 'n werkgewer of 'n werknemer voornemens is om 'n dienskontrak te beëindig—

10.1.1 gedurende die eerste 65 werksdae diens, word geen kennisgewingtermyn vir die beëindiging van diens vereis nie;

10.1.2 na die eerste 65 werksdae diens, tot en met 24 maande diens, moet hy aan die ander party vyf werkdae kennis gee van die beëindiging van sodanige dienskontrak;

10.1.3 na 24 maande diens, tot en met 60 maande diens, moet hy die ander party 10 werkdae kennis gee van die beëindiging van sodanige dienskontrak;

10.1.4 na 60 maande diens, moet die ander party 20 werkdae kennis gee van die beëindiging van sodanige dienskontrak.

10.2 Ondanks bogenoemde bepalings kan die partye 'n skriftelike kontrak aangaan wat voorsiening maak vir 'n langer kennisgewingtermyn as die termyn wat hierbo bepaal is.

10.3 Kennisgewing van diensbeëindiging moet skriftelik gegee word.

10.4 Hierdie klousule raak nie die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om enige regsgeldige rede te beëindig nie, en die bepalings aangaande verbeurings en boetes wat kragtens wet van toepassing is op 'n werknemer wat dros, word ook nie daardeur geraak nie.

10.5 'n Werkgewer moet by beëindiging van 'n dienskontrak, waar die werknemer se diens 65 werkdae oorskry, die werknemer van 'n dienssertifikaat voorsien wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die werknemer se loonskaal op die datum van sodanige beëindiging, vermeld.

10.6 Beide die werkgewer en die werknemer kan in plaas van die voorgeskrewe kennisgewing die toepaslike besoldiging van die ander party betaal.

11. BEWARING VAN GEREEDSKAP

11.1 By alle werkterreine en werkwinkels waar die duur van die werk 12 kalenderweke oorskry, moet die werkgewer—

11.1.1 'n toesluitplek verskaf waarin die werknemer se gereedskap te alle tye toegesluit kan word;

11.1.2 toesien dat die toesluitplekke te alle tye behoorlik en/of stewig toegesluit gehou word;

11.1.3 toesien dat die gereedskap van 'n werknemer teen verlies weens brand verseker is.

11.2 Ondanks die tydperk in klousule 11.1 hiervan bedoel, is die werkgewer verantwoordelik vir die veilige bewaring van die werknemer se gereedskap.

12. AGENTE

12.1 Die Raad moet agente aanstel om behulpsaam te wees met die toepassing van hierdie Ooreenkoms en moet sodanige agente van 'n sertifikaat voorsien wat deur die Sekretaris of 'n gemagtigde beampte geteken is.

12.2 Voordat enige ondersoek ingevolge hierdie Ooreenkoms gedoen word, moet die agent, waar dit prakties moontlik is, die werkgewer of 'n verantwoordelike persoon in sy diens van sy voorneme in kennis stel.

12.3 Elkeen vir wie hierdie Ooreenkoms bindend is, moet na die beste van sy vermoë aan die agent hulp verleen om die agent in staat te stel om aan bogenoemde bepalings uitvoering te gee.

13. REGISTRASIE VAN WERKGEWERS

13.1 Elke werkgever in die Nywerheid wat—

13.1.1 op die datum waarop hierdie Ooreenkoms in werking tree, nie geregistreer is nie, moet hom binne een maand vanaf sodanige datum by die Raad laat registreer;

13.1.2 na die inwerkingtreding van hierdie Ooreenkoms met sy bedrywighede begin, moet hom binne een maand vanaf aanvang van sodanige bedrywighede by die Raad laat registreer.

13.2 Elke werkgever van wie vereis word om hom by die Raad te laat registreer, moet op die voorgeskrewe vorm die volgende besonderhede aan die Sekretaris verstrek:

(a) Volle naam en identiteitsnommer;

(b) naam van besigheid;

(c) besigheidsadres;

(d) woonadres;

(e) die ambag of ambagte wat hy in die Nywerheid beoefen.

13.3 Waar die werkgever sake verrig as 'n vennootskap, 'n maatskappy of 'n beslote korporasie moet die besonderhede ooreenkomstig klousule 13.2 hiervan onderskeidelik ten opsigte van elke vennoot, direkteur of lid verstrek word.

13.4 Elke geregistreerde werkgever moet die Raad binne 14 dae van enige verandering in die besonderhede in klousule 13.2 hiervan bedoel, skriftelik van sodanige verandering in kennis stel.

13.5 'n Geregistreerde werkgever wat voornemens is om sy optrede as sodanig te staak moet die Sekretaris van die Raad minstens 14 dae voor die datum waarop hy voornemens is om sy optrede te staak, skriftelik daarvan in kennis stel.

13.6 Elke werkgever in die Nywerheid moet gelyktydig met sy aansoek om registrasie 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om die volgende betalings ten opsigte van sy werknemers te dek:

13.6.1 Indien die werkgever sy werknemers op 'n weeklikse grondslag betaal, moet die waarborg twee weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en twee weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees;

13.6.2 indien 'n werkgever sy werknemer tweeweklikse betaal, moet die waarborg drie weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en drie weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van alle werknemers dek: Met dien verstande dat die minimum waarborg minstens R1 000 moet wees;

13.6.3 indien die werkgever sy werknemers op 'n maandelikse grondslag betaal, moet die waarborg vyf weke se lone soos in klousule 4 van hierdie hoofstuk voorgeskryf, en vyf weke se bydraes ingevolge hierdie Ooreenkoms ten opsigte van al sy werknemers dek: Met dien verstande dat die minimum waarborg minstens R2 000 moet wees.

13.6.4.1 Indien 'n werkgever die getal werknemers in sy diens op enige tydstip uitbrei nadat die bedrag van sy waarborg deur die Raad bepaal is, moet sodanige werkgever binne 21 dae vanaf die datum waarop die Raad hom in kennis stel, of binne sodanige verdere tydperk as wat die Raad toelaat, die bedrag van sy waarborg verhoog tot die bedrag wat die Raad ooreenkomstig subklousule 13.6.1 hiervan weer bepaal het in verhouding tot die verhoogde getal werknemers.

13.6.4.2 Die Raad moet eweneens 'n werkgever toelaat om die bedrag van sy waarborg te verminder waar 'n afname in die getal werknemers in die diens van sodanige werkgever 'n vermindering regverdig: Met dien verstande dat so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgever skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg.

13.6.4.3 Geen vermeerdering of vermindering van die bedrag van 'n waarborg ooreenkomstig klousules 13.6.4.1 en 13.6.4.2 mag met tussenposes van minder as ses maande vereis of toegelaat word nie.

13.6.4.4 Hierdie klousule is nie van toepassing nie op 'n lid van die werkgewersorganisasie wat 'n party by die Ooreenkoms is wat assuransiwaarborge verskaf.

13.7 Indien 'n werkgever sy waarborg ingedien het en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan klousule 2 van Hoofstuk 5 voldoen het nie, moet sodanige waarborg verbeur word aan die algemene fondse van die Raad en sy registrasie as werkgever gekanselleer word nadat die Raad hom daarvan verwittig het deur 'n geregistreerde brief na sy jongste bekende adres te stuur: Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgever daarom aansoek doen en sy aansoek vergesel gaan van bewys ter staving van sy eis, asook bewys dat hy ten volle voldoen het aan hierdie Ooreenkoms, soos deur die Raad vereis, sodanige waarborg tesame met die rente wat daarop opgeloopt het teen 'n koers soos van tyd tot tyd deur die Raad bepaal, aan sodanige werkgever kan terugbetaal.

13.8 Die Raad kan 'n gedeelte of die helde bedrag van 'n waarborg wat deur 'n werkgever betaal is, gebruik om 'n bedrag wat deur sodanige werkgever aan die Raad verskuldig is ten opsigte van toelaes, bydraes of lone verskuldig aan een of meer werknemers in diens by so 'n werkgever te betaal indien die Raad oortuig is dat sodanige toelaes, bydraes of lone aan die betrokke werknemers verskuldig en betaalbaar is.

13.9 Werkgewers kan deur hul werkgewersorganisasies 'n versekeringspolis uitneem om die dekking te verkry wat in klousule 13.6.1 hiervan beoog word.

14. "SLEGS-ARBEID"-KONTRAKTEURS

14.1 Geen slegs-arbeid-kontrakteur mag werk in die Bounywerheid kragtens 'n slegs-arbeid-kontrak onderneem nie, tensy hy by die Raad geregistreer is as 'n werkgewer of, indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is.

14.2 Kontrakteurs wat werk aan slegs-arbeid-kontrakteurs toeken, moet die Raad daarvan binne sewe dae van die datum van toekenning van werk aan 'n slegs-arbeid-kontrakteur, in kennis stel. Indien die kontrakteur aan hierdie voorwaarde voldoen het, is kontrakteurs nie verantwoordelik vir eise deur die werknemers van die slegs-arbeid-kontrakteur nie.

14.3 'n Kontrakteur wat versuim om aan die bepalings van klousule 14.2 te voldoen, word egter slegs aanspreeklik gehou vir die betaling van lone en bydraes van die werknemers van die ongeregisteerde slegs-arbeid-kontrakteur, indien sodanige slegs-arbeid-kontrakteur nie in staat is om sy verpligting kragtens hierdie Ooreenkoms na te kom nie.

15. KENNISGEWINGBORD

Elke werkgewer moet wanneer hy bouwerk verrig wat langer as 'n maand duur, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon op 'n opvallende plek wat vir die publiek toeganklik is en sodanige kennisgewingbord moet die besigheidsnaam en die besigheidsadres van sodanige werkgewer verstrek: Met dien verstande dat waar meer as een werkgewer op die bouterrein optree, bostaande besonderhede van al die werkgewers op een gesamentlike kennisgewingbord kan verskyn.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms vertoon op elke werksterrein waar langer as ses maande gewerk word en by sy gewone besigheidsplek op 'n opvallende plek wat maklik vir al sy werknemers toeganklik is.

17. NATWEERSKULING

17. By alle persele waar boubedrywighede aan die gang is, moet werkgewers geskikte akkommodasie verskaf—

17.1.1 om as skulping vir werknemers gedurende nat weer te dien;

17.1.2 om as kleedkamer te dien: Met dien verstande dat hierdie bepaling nie van toepassing is nie op persele waar minder as 25 werknemers in diens is of waar die omstandighede eie aan die perseel of die aard van die werk wat aan die gang is, nie akkommodasie vir 'n kleedkamer toelaat nie.

18. VERVERSINGSGROUPE

Alle werknemers is geregtig op 'n pouse vir verversings van 20 minute per dag wat geneem word volgens ooreenkoms tussen werkgewer en werknemer en wat geag word tyd gewerk te wees. Geskikte geriewe vir die doel om verversings voor te berei moet deur die werkgewer verskaf word.

19. VRYSTELLINGS

19.1 Behoudens die voorbehoudsbepalings by artikel 51 (3) van die Wet kan die Raad om redes wat hy afdoende ag, skriftelik vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan 'n persoon of persone verleen.

19.2 'n Vrystellingsertifikaat, onderteken deur die Sekretaris of 'n gemagtigde persoon, moet uitgereik word aan elkeen wat vrystel word.

19.3 'n Vrystellingsertifikaat moet die voorwaardes meld waarop 'n vrystelling toegestaan is, die duur van sodanige vrystelling en die gebied waar dit van toepassing is.

19.4 Die Raad kan te eniger tyd 'n vrystellingsertifikaat wysig of intrek sonder om sy redes te verstrek: Met dien verstande dat skriftelike kennis van 10 werkdade aan die vrystelnde persoon gegee word.

20. REGTE VAN VAKVERENIGINGSBEAMPTES

Beamptes van die vakverenigings wat partye by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die bouterreine en werkwinkels met die doel om met werknemers wat op die terrein werk werwing en lidmaatskap van die vakverenigings te bespreek: Met dien verstande dat hulle nie mag voorkom dat 'n werknemer sy werk voortsit nie, tensy hulle vooraf die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger verkry het: Met dien verstande voorts dat dié toestemming nie sonder billike rede weerhou mag word nie.

21. HEFFING: WERKNEMERPARTYE

21.1 'n Bedrag van R2,50 per week word afgetrek van die lone van alle algemene werkers en R3,70 van die lone van alle ander werknemers wat vir 'n werkgewer gewerk het nie korter nie as drie volle dae gedurende die week.

21.2 Bedrae wat ingevolge klousule 21.1 hiervan afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemers deur die Raad in 'n trustrekening gehou word.

21.3 Die bedrag in die krediet van die werknemer moet nie later nie as die aanvangsdatum van die jaarlikse vakansie-tydperk elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die magtiging van die werknemer as ledegeld aan die vakvereniging wat 'n party by die Raad is, betaal moet word.

21.4 Die Raad kan na goeddunke die bedrag in klousule 21.1 hiervan bedoel, insluit in 'n bydrae wat hy van tyd tot tyd in gebruik neem.

21.5 Enige werknemer wat nie lid is van enige van die vakverenigings wat partye by die Raad is, mag versoek om vrygestel te word van die bepaling van klousule 21.1.

22. HEFFING: WERKGEWERSPARTY

22.1 Elke werkgever wat lid is van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms, moet ten opsigte van elke werknemer wat by hom in diens is, die bedrag aan die Raad betaal wat in die konstitusie van die werkgewersorganisasie bepaal word.

22.2 Die Raad moet elke maand aan die werkgewersorganisasie hierbo bedoel, onderskeidelik die bedrae oorbetaal wat hy ingevolge hierdie klousule invorder.

23. VERBOD OP STAKINGS OF UITSLUITINGS

Geen party by hierdie Ooreenkoms mag 'n staking aanstig of enige werknemer aanhits om aan 'n staking deel te neem of dit voort te sit of aan 'n staking of aan die voortsetting van 'n staking deel te neem nie; en geen party by hierdie Ooreenkoms mag 'n uitsluiting aanstig of enige party by hierdie Ooreenkoms aanhits om aan 'n uitsluiting deel te neem of dit voort te sit of aan 'n uitsluiting of die voortsetting van 'n uitsluiting deelneem nie, gedurende die tydperk van geldigheid van hierdie Ooreenkoms, of verlengde tydperk van die Ooreenkoms, wat bindend is vir die partye by die Raad wat by die staking of uitsluiting betrokke is of sal wees en waarvan enige bepaling handel oor die aangeleentheid wat aanleiding gee tot die staking of uitsluiting.

24. VERBOD OP DISPUTE EN DOOIE PUNTE

Die partye by hierdie Ooreenkoms verbind hulle daartoe om geen dispuut of dooie punt teen ander partye by hierdie Ooreenkoms te verklaar nie ten opsigte van enige van die bepalings in hierdie Ooreenkoms vervat, gedurende die tydperk van geldigheid van hierdie Ooreenkoms, of verlengde tydperk van die Ooreenkoms. Desgelyks verbind die partye by hierdie Ooreenkoms hulle daartoe om geen dispuut of dooie punt teen enige ander party by die Ooreenkoms te verklaar nie gedurende die tydperk van geldigheid van hierdie Ooreenkoms of verlengde tydperk van die Ooreenkoms ten opsigte van aangeleenthede en items wat eise vir onderhandelings tussen die partye by die Ooreenkoms uitmaak en wat betrekking het op insluiting by 'n toekomstige Ooreenkoms.

25. VERBOD OP TWEVLAK-BEDINGING

Die partye by hierdie Raad verbind hulle daartoe om geen poging aan te wend om weer oor enige van die bepalings in hierdie Ooreenkoms vervat op maatskappy- of ondernemingsvlak te onderhandel nie, ongeag of daar 'n geldige Erkenningsooreenkoms van krag is tussen 'n vakverenigingparty en 'n lid van een van die werkgewerspartye of nie, gedurende die tydperk van geldigheid van hierdie Ooreenkoms of daaropvolgende verlengde tydperk, tensy die werkgewersparty vrywillig besluit om van hierdie verbod af te sien.

26. ALGEMEEN

26.1 Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as dié wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van behandeling of die toekenning aan hom van voordele wat vir hom minder gunstig is as die behandeling of voordele in hierdie Ooreenkoms of 'n ander ooreenkoms voorgeskryf, veroorloof nie, en ook mag dit nie afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of 'n ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

26.2 Elke bepaling, of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

27. VEILIGHEIDSBEPALINGS

Elke werkgever en elke werknemer moet voldoen aan die Wet op Beroepsgesondheid en Veiligheid, 1993, soos gewysig, en die regulasies daarkragtens opgestel.

28. PROSEDURERIGLYNE

Prosedureriglyne ten opsigte van—

- (a) personeelbesnoeiing;
- (b) griefhantering; en
- (c) dissiplinêre optrede,

is beskikbaar by die kantore van die Bounywerheidsraad (Transvaal) om werkgewers en werknemers behulpsaam te wees in dié verband.

29. PRODUKTIWITEITSRIGLYNE

Produktiwiteitsriglyne moet van tyd tot tyd deur die Raad uitgereik word.

30. GESKILBESLEGTINGSHEFFING

- 30.1 Elke werkgewer in die Bounywerheid moet, ten opsigte van elke werknemer in sy diens, 'n bedrag soos omskryf in Hoofstuk 5 van hierdie Ooreenkoms, aan die Raad betaal, vir die instandhouding van 'n geskilbeslegtingstelsel soos voorgeskryf deur die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995).
- 30.2 'n Bedrag, soos voorgeskryf in Hoofstuk 5 van hierdie Ooreenkoms, moet van die lône van elke werknemer wat in die Bounywerheid werk, afgetrek word en aan die Raad oorbetaal word deur sy werkgewer, vir die instandhouding van 'n geskilbeslegtingstelsel soos vereis deur die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995).

HOOFSTUK 2**KLASSIFIKASIE EN OMSKRYWING VAN TAKE****1. GESPESIFISEERDE AMBAGTE**

1.1 Werknemers (gespesifiseerde ambag) en leerlingwerknemers (gespesifiseerde ambag) kan werk in een of meer van die volgende gespesifiseerde ambagte verrig:

- 1.1.1 *Bloklêwerk*: Die lê van blokke soos omskryf, hoogtes meet, hoeke optrek, deurkosyne en vensterrame stel, profiele of setmate opstel.
- 1.1.2 *Plaveiwerk*: Die lê van plaveiblokke, plaveistene en slasto, uitlêwerk en bepaling van vlakke en valle.
- 1.1.3 *Oprigting van bekisting*: Hout- en staalbekisting monteer en oprig vir mure, kolomme, balke en blaaië.
- 1.1.4 *Oprigting van steiers*: Afmerkwerk, oprig en waterpasmaak van alle tipes steiers.
- 1.1.5 *Pleistersteenmesselaar*: Pleisterstene volgens profiele en setmate, uitgesonderd die opstelling van inmesselprofiele, setmate, deur- en vensterrame gedurende aangrensende konstruksiewerk nagaan of deur- en vensterrame in die lood of waterpas is.
- 1.1.6 *Betonafstrykwerk*: Bepaling van vlakke en valle, afstryking en afwerk van beton met die hand of 'n masjien.
- 1.1.7 *Bediening en toerusting*: Hyskrane en grondverskuiwingsmasjinerie en dergelike toerusting bedien, elektriese of meganiese masjiene soos betonmengers, sae, kantsnyers/-slypers, poleer- en sandstraalmasjiene en lettersnymasjiene bedien, swaaiarmhystoestelle bedien, voertuie, meganiese storters en trekkers dryf, houtwerkmasjiene en sproeispuite bedien en gereedskapmaak (klipmesselaarambag).
- 1.1.8 *Teël- en/of leiklipdekking*: Afmerk, aanbring, sny en/of vassit van dakteëls en nokdekking van beton/terracotta, asbes of leiklip.
- 1.1.9 *Dakplaatwerk*: Afmerkwerk, aanbring, sny en/of vassit van metaaldakplate en -nokdekking en/of metaalteëls en -nokdekking.
- 1.1.10 *Skrynwerkmontering*: Monteer en vassit van alle skrynwerkkomponente.
- 1.1.11 *Aluminiummontering en -sweiswerk*: Vensters, winkelfronte, deure, deurrame, toonbanke, storthokkies, veranda-omsluitings en sonskerms van aluminium in die fabriek of werkwinkel, monteer, vassit en sweis, met inbegrip van beglasing en vassit van aluminiumkomponente op die terrein.
- 1.1.12 *Plafonwerk*: Oprigting en installering van gepatenteerde hangplafonstelsels.
- 1.1.13 *Oprigting van afskortings*: Oprigting en installering van aluminium- en droëmuurafskortings volledig met deure en slotte maar uitgesonderd doelgemaakte afskortings.
- 1.1.14 *Installering van voorafvervaardigde rakkaste*: Oprigting en installering van voorafvervaardigde staal- en houtrakkaste en -kabinette.
- 1.1.15 *Hulp by pleisterwerk (pleisteraar se assistent)*: Saksmeerwerk, eenlaagpleisterwerk op mure en plafonne, uitgesonderd kolomme, koepels, balke, penante en boë, afvlak van betonvloere, uitgesonderd trappe en deurdrumpels.
- 1.1.16 *Hulp by teëlwerk (teëllêer se assistent)*: Afvlak van vloere: lê van vloerteëls, met inbegrip van sny- en laswerk, vassit van muurteëls aan gepleisterde muur met kleefmiddel, met inbegrip van snywerk, maar uitgesonderd dakwange, drumpels, kolomme en penante.
- 1.1.17 *Hulp by waterdigting (waterdigtingswerker se assistent)*: Waterdigting en vogdigting van alle horisontale en/of skuins en vertikale oppervlakke met inbegrip van tenks, met alle soorte dakmembrane, plate en lak- of semilakmastiklae.
- 1.1.18 *Geutwerk*: Vassit van metaal-, PVC- of asbesgeute en geutpype, afmerk en vassit van ondervoegskorte of trappiesvoegskorte.
- 1.1.19 *Asfaltwerk*: Aanwending van asfalt op alle oppervlakke.
- 1.1.20 *Hulp by verfwerk (verwer se assistent)*: Aanwending van grondverf en onderlae op alle oppervlakke, aanwending van eindlae op mure en plafonne met 'n roller, met inbegrip van insnywerk van geverfde panele met 'n kwas.
- 1.1.21 *Aanwendingswerk*: Uitlêwerk, meng en aanwending van alle soorte spesiale muurbedekkings en/of tekstuurlae.

- 1.1.22 **Huisbeglasing:** Insit van en voorwerk aan gewone staal- of houtrame en staal- of houtkraalrame.
- 1.1.23 **Matlêwerk:** Uittlê- en afmerkwerk, sny, lê en/of span en las van alle soorte matte.
- 1.1.24 **Veerkragtige vloerlêwerk:** Uittlê- en afmerkwerk, die lê en vassit van hout-, en mosaïek- en komposisie-rubbervloere en vloere van enige ander materiaal, die insit van alle soorte vloer- en muurbedekkings van teëls of stroke, met inbegrip van veerkragtige bevloering, linoleum, Malthoid, asfaltteëls of materiaal met asfaltbasis, kurk-, rubber-, vinyl- en plastiekkomposisies.
- 1.1.25 **Hulp by loodgieterswerk (loodgieter se assistent):** Aanmeakaarsit en vassit van gietyster-, staal-, PVC-, koper- en plastiekpype en toebehore aan mure en vloere, vassit van sanitêre los en vaste toebehore, met inbegrip van geisers, aan mure.
- 1.1.26 **Hulp by rioolaanlegwerk (rioollêer se assistent):** PVC-, pikvesel- en erde-, gietyster- en betonpype lê, rioolputte, vetsperders en soortgelyke toebehore aanbring.
- 1.1.27 **Oprigting van voorafgegiëte mure en heinings:** Uittlêwerk, oprigting en loodregstel van voorafgegiëte mure en heinings, met inbegrip van die installering van deure en hekke.
- 1.1.28 **Oprigting van klipgedenkstene:** Uittlêwerk, hoogtes bepaal, fondamente lê, gedenkstone oprig en afbreek, voertuie dryf, hystoerusting bedien.

In die geval van 'n meningsverskil oor die vertolking van bogenoemde onderwerpe, moet die Raad 'n beslissing gee wat finaal en bindend is.

2. NIE-AANGEWEESE AMBAGTE (AMBAGSMAN-AMBAGTE)

2.1 'n Ambagsman of kwekeling-ambagsman kan een of meer van die volgende werksaamhede verrig in die ambagte wat gedeeltes is van 'n aangewese ambag soos hieronder aangedui:

- 2.1.1 **Messelaar:** Uittlêwerk, pleister- en sierstone in fondamente en bobou inmessel, venster- en deurrame inbou, hoeke in die lood bring, profiele en setmate opstel, maar uitgesonderd die bou van boë, penante, kappe, drumpels en dekoratiewe steenwerk.
- 2.1.2 **Boutimmerwerk:** Uittlêwerk, vertolking van tekeninge en bepaling van hoogtes, alle tipes bekisting maak en oprig, uittlêwerk en skoring maak en oprig.
- 2.1.3 **Afwerkimmerwerk:** Uittlêwerk, vertolking van tekeninge en bepaling van hoogtes, deure hang, slotte installeer, rakkaste, kabinette, muurpaneelwerk, hanghoutvloere en afskortings vervaardig en aanbring, vloerlyste en lyswerk vassit.
- 2.1.4 **Daktimmerwerk:** Uittlêwerk, vertolking van tekeninge en afmerkwerk, hoogtes bepaal, houtkapdrastukke en kappe, wolfohoeke en kiele maak, vassit en oprig, voegskorte opmaak en aanbring, toesig hou oor die aanbring, sny en/of vassit van dakteëls, dakplate en nokdekking van beton, asbes, leiklip en metaal of soortgelyke materiaal.
- 2.1.5 **Plafon- en afskortingsoprigting:** Uittlêwerk, vertolking van tekeninge en bepaling van hoogtes, alle tipes afskortings en plafonne oprig, met inbegrip van deure hang en slotte installeer.
- 2.1.6 **Verfwerk:** Vertolking van tekeninge en verfskedules, alle lae verf, vernis, beits en lakvernis of dergelike materiaal op allerlei oppervlakke aanwend, kleure meng en pas.
- 2.1.7 **Beglasing (patent):** Uittlêwerk, vertolking van tekeninge en afmerkwerk, gewone staal- en houtrame en staal- en houtkraalrame insit en beglaas, staal-, hout- en aluminiumkomponente met verskillende soorte glas insit en beglaas, met gebruikmaking van gewone en patentruitwerkmetodes, verseëling met silikon, polisulfied en dergelike produkte.
- 2.1.8 **Waterdigting:** Vertolking van tekeninge, uittlêwerk, toesig hou oor en uitvoering van alle waterdigtings- en vogdigtingswerk met inbegrip van tenks.
- 2.1.9 **Houtmasjiënwerk:** Uittlêwerk, vertolking van tekeninge, sirkelsaagspoonse, radiaalarmsae, kettingsae, uitsnysae, skaaf-, lys-, tapgat-, tapsny- en skuurmasjiëne opstel en bedien, houtdraaimasjiëne bedien, profielbeitels ontwerp en skerpmaak, slypmasjiëne, profiel- en skerpmaaktuerusting opstel en bedien, patroonplate en setmate maak en gebruik.
- 2.1.10 **Rioolaanlegwerk:** Uittlêwerk, vertolking van tekeninge en bepaling van hoogtes, afmerkwerk, riole lê volgens 'n val, betonbdekking, toetsing, mangate bou, vloevulling en skoring, toesig hou oor ander kategorieë werknemers.
- 2.1.11 **Loodgieterswerk:** Uittlêwerk, vertolking van tekeninge, afmerkwerk, hoogtes bepaal, toesig hou oor ander kategorieë werknemers, plaatmetaalwerk, alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype, sanitêre los- en vaste toebehore installeer, met inbegrip van geisers en kleppe.
- 2.1.12 **Pleisterwerk:** Uittlêwerk, afmerkwerk en vertolking van tekeninge, een- en tweelaagpleisterwerk aan alle oppervlakke, afvlakking van alle oppervlakke, met inbegrip van granolietafwerking.
- 2.1.13 **Klipwerk:** Uittlêwerk, afmerkwerk, vertolking van tekeninge, kap, vlakmaak en profilering van klip, patroonplate maak, toesig hou oor die oprig van gedenkstone.

- 2.1.14 *Muurpapierplakwerk*: Afmerkwark, alle soorte muurpapier plak, met inbegrip van sny- en afwerking.
- 2.1.15 *Algemene ambagsman*: 'n Werknemer wat toegelaat word om die omskrewe take van twee of meer van die nie-aangewese ambagte te verrig.
- 2.1.16 *Aanbring van staalwapening*: Uittêwerk, vertolking van buigskedules en wapenuitlegplanne, toesig hou, aanbring van alle klasse staal- en gaasdraadwapening.
- 2.1.17 *Klipmesselwerk*: Afmerkwark, uittêwerk, vertolking van tekeninge, bepaling van hoogtes, oprigting, vasheg en demontering van natuurlike en fineerklip.
- 2.1.18 *Lettesnywerk/klipdekorasiewerk*: Uittêwerk, afmerkwark, uitsny van alle tipes letters en versierings, toesig hou oor alle ander kategorieë van werknemers.

3. AANGEWESSE AMBAGTE (VAKMANSAMBAGTE)

3.1 'n Vakman of vakleerling kan een of meer van die volgende werksaamhede verrig in die vakmansambagte wat hieronder aangedui word:

- 3.1.1 *Messelwerk*: Uittêwerk, bepaling van hoogtes, vertolking van tekeninge, pleister- en sierstene in alle tipes verbande in fondamente en bobou inmessel, lateie bou, plaveiwerk in dagha, dekoratiewe steenwerk, alle tipes boë, penante, kappe en drumpels bou, venster- en deurrame opstel en inbou, hoeke in die lood bring, profiele of setmate opstel.
- 3.1.2 *Timmerwerk*: Uittêwerk, vertolking van tekeninge, bepaling van hoogtes, alle tipes bekisting maak en oprig, uittêwerk, skoring maak en oprig, uittêwerk en wapening aanbring, vertolking van kraalskedules en wapening-uittêplanne, vorms vir voorafgegiëte eenhede maak, deure hang, slotte installeer, kabinette, rakkaste, muur-paneelwerk, hanghoutvloere en afskortings vervaardig en aanbring, vloerlyste en lyswerk aanbring, houtkap-drastukke en kappe, wolfhoeke en kiele maak, vassit en oprig, voegskorte, opmaak en aanbring, aanbring, sny en/of vassit van dakteëls en nokdekking van beton, asbes, leiklip of dergelike materiaal, aanbring, sny en/of vassit van metaaldakteëls of -dakplate en -nokdekking, alle tipes afskortings en plafonne oprig.
- 3.1.3 *Skrynerwerk en houtmasjienerwerk*: Uittêwerk, vertolking van tekeninge, alle items soos deurrame, vensterrame, deure rakkaste, kabinette, toonbanke, kombuiskaste, afskortings en paneelwerk vervaardig, aanmeakaarsit, installeer, hang en vassit, alle houtwerkmasjiene bedien, slotte en ysterware installeer.
- 3.1.4 *Winkeltoerustingwerk*: Uittêwerk, vertolking van tekeninge, alle items soos deurrame, vensterrame, deure, rakkaste, kabinette, toonbanke, kombuiskaste, afskortings en paneelwerk vervaardig, aanmeakaarsit, installeer, hang en vassit, alle houtwerkmasjiene bedien, slotte en ysterware installeer, gas- of boogswaiswerk, vou- en buigwerk, vensterrame, deurrame, deure, vensters, winkelfronte, afskortings en gordynmure uit aluminium of ander metale vervaardig en installeer.
- 3.1.5 *Pleister- en teëlwerk*: Uittêwerk, vertolking van tekeninge en bepaling van hoogtes, vloere, trappe en deurdrumpels afval, vloere, trappe en deurdrumpels granolities afwerk, vorms in situ maak, plaveiblokke, plaveistene en slasto lê, een- en tweelaagpleister aan alle oppervlakke aanbring, gepoleerde terazzo aan mure, vloere en trappe aanbring en afwerk, dekoratiewe pleisterwerk aanbring, alle soorte muur- en vloerteëls of alle tipes oppervlakke aanbring, mosaïek op alle tipes oppervlakke vassit.
- 3.1.6 *Loodgieters- en rioolaanlegwerk*: Afmerk- en uittêwerk, bepaling van hoogtes, vertolking van tekeninge, toesig hou oor ander kategorieë werknemers, plaatmetaalwerk, alle tipes pype en toebehore vir warm- en kouewaterstelsels installeer, met inbegrip van vuilwaterpype, sanitêre los en vaste toebehore installeer, met inbegrip van geisers en kleppe, riole lê volgens 'n val, betonbedekking, toetsing, mangate bou, vloevulling en skoring.
- 3.1.7 *Verfwerk en versiering*: Uittêwerk, vertolking van tekeninge en verfskedules, toesig hou oor alle kategorieë werknemers, verf, vernis en beits op alle oppervlakke aanwend, verf met 'n sproeispruit aanwend, kleure meng en pas, dekoratiewe afwerking soos marmering en vlamskildering, sjablonering, lakpolering, stippeling, muurplakwerk en huishoudelike beglasing aanwend.

HOOFSTUK 3

MASSAVERVAARDIGING

1. ALGEMEEN

1.1 Hierdie Hoofstuk moet nagekom word deur alle werkgewers en werknemers wat betrokke is by of werksaam is in die Massavervardigingsseksie van die Bounywerheid.

1.2 Die bepalings van Hoofstukke 1, 2, 5, 6 en 7 van hierdie Ooreenkoms is *mutatus mutandis* van toepassing op hierdie Hoofstuk. Waar die bepalings van bogenoemde Hoofstukke strydig is met die bepalings in hierdie Hoofstuk vervat, is die bepalings van laasgenoemde Hoofstuk van toepassing en moet hulle voorkeur geniet.

2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Hoofstuk gebruik word en nie hierin omskryf word nie maar wat omskryf is in Hoofstukke 1 en 2 van hierdie Ooreenkoms, het dieselfde betekenis as in daardie Hoofstuk; voorts beteken—

“ambagsman (skrynerwerker) (massavervardiging)” 'n werknemer wat as sodanige geregistreer is, wat aan die vereistes van klousule 6.1.2 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

Houtwerk afmerk en uittê, vervaardig, monteer, skaaf en afwerk;

“Ambagsman (houtmasjienerwerker) (massavervaardiging)”, ’n werknemer wat as sodanig geregistreer is, wat aan die vereistes van klousule 6.1.2 van Hoofstuk 1 voldoen het, en wat een of meer van die volgende werksaamhede kan verrig:

- (1) Toesig hou oor masjienerbedieners en vervaardigingswerkers;
- (2) snyemasse meganies monteer, met inbegrip van die opstel, verwydering, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende masjiene:
 - (a) Regop- en vormspille;
 - (b) snyerlysmasjiene;
 - (c) skaafmasjiene;
 - (d) dikteskaafmasjiene;
 - (e) tapsnymasjiene;
 - (f) viersydige masjiene;
 - (g) tapgat- en meerkop-tapgatmasjiene;
- (3) Kragmasjiene versorg, bedien, aan- en afskakel;

“ingebou” ’n proses waarvolgens ’n artikel struktureel permanent met ’n gebou geïntegreer of op ’n ander wyse daarby ingelyf word, of bedoel word daarmee geïntegreer of op ’n ander wyse daarby ingelyf te wees, op so ’n wyse dat dit sy eie afsonderlike identiteit en karakter verloor en deel van die samestel van die gebou word;

“vakman (massavervaardiging)” ’n werknemer was as sodanige geregistreer is en wat aan die vereistes van klousule 6.1.1 van Hoofstuk 1 voldoen het;

“Vervaardigingswerker (massavervaardiging)” ’n werknemer wat onder toesig enigeen van die volgende werksaamhede verrig:

- (1) Een of meer van die volgende masjiene versorg, bedien, aan- en afskakel maar nie sodanige masjiene opstel of verstelwerk daaraan verrig nie behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene.
 - (a) Dubbel- of driedrom- of breëbandskuurmasjiene;
 - (b) paneel- of deurskuurmasjiene;
 - (c) skuifbandskuurmasjiene;
 - (d) dwarssae;
 - (e) tapgat- en meerkop-tapgatmasjiene;
- (2) materiaal in meganies gevoerde houtwerk-kragmasjiene voer en dit daarvan afhaal;
- (3) onder toesig enigeen of meer van die volgende:
 - (a) Gestootlaste materiaal aanmeekaarsit en vassit en vervaardigde komponente in set-apparate of klampe monteer;
 - (b) deure en vensterrame vasklamp of vasklem;
 - (c) outomatiese of handperse bedien;
 - (d) venster- of deurkosyne in paneelopeninge in posisie plaas en vassit;
 - (e) plafon- en vloerpanele volgens setmate aanmeekaarsit;
 - (f) rugstukke aan toebehore vassit;
 - (g) laaie en vlaklaaie (met inbegrip van bome) vasspyker;
 - (h) timmerhout met verplaasbare skuurmasjiene skuur;
 - (i) gate in timmerhout boor, met gebruikmaking van draagbare kraggereedskap;
 - (j) wêe sny en afwerk;
 - (k) ’n grondverflaag of ’n eerste verflaag op allerlei ongeverfde oppervlakke aanbring;

“Massavervaardigingseksie van die Bounywerheid” behoudens die bepalings van ’n Afbakeningsvasstelling kragtens artikel 76 van die Wet, die Seksie van die Bounywerheid wat in klousule 3 van Hoofstuk 1 van die Ooreenkoms omskryf word, waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werkwinkels buite die terrein, en met gebruikmaking van herhalingsprosesse om artikels en/of onderdele vir artikels te vervaardig en/of die aanmeekaarsit van sodanige artikels wat hoofsaaklik vervaardig is uit hout of hoofsaaklik uit ’n kombinasie van hout en plastiek en/of enige metaal en/of ander materiaal, vir gebruik by die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue of bouwerke en, sonder om enigsins die betekenis van die uitdrukking te beperk, omdat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word;

“werkwinkel buite die terrein” ’n perseel wat nie op ’n plek geleë is waar bouwerksaamhede aan die gang is nie en wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, 1983, as ’n “fabriek” geregistreer is of moet wees;

“skrynwerkmonteerder (gespesifiseerde ambag) (massavervaardiging)” ’n werknemer wat as sodanige geregi-streer is, wat aan die vereistes van klousule 6.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werk-saamhede mag verrig:

- (1) ’n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjien of uitsnysaag volgens ’n setmaat bedien;
- (2) glas sny, voorstopverwerk en die verwydering en herbevestiging van kraallyste;
- (3) selfstand- en vasgepende deurkosyne, vensterkosyne, vensterrame en deure, tap, settap, setmonteer en vasspyker;
- (4) skarniere, stuiters en hegstukke vasheg met gebruikmaking van setmate, vensterrame en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

“masjienbediener (gespesifiseerde ambag) (massavervaardiging)” ’n werknemer wat as sodanig geregi-streer is, wat aan die vereistes van klousule 6.1.3 van Hoofstuk 1 voldoen het en wat een of meer van die volgende werksaamhede mag verrig:

- (1) Toesig hou oor vervaardigingswerkers;
- (2) een of meer van ondergenoemde masjiene versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van voorafbepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:
 - (a) Besemstokmasjiene;
 - (b) sirkelsae;
 - (c) bandnasaagmasjiene;
 - (d) kant- en kantafwerkmasjiene;
 - (e) alle blokkiesvloer- en mosaïekvloermasjiene;
 - (f) regop- en vormspille;
 - (g) snyerlysmasjiene;
 - (h) skaafmasjiene;
 - (i) dikteskaafmasjiene;
 - (j) tapsnymasjiene;
 - (k) viersydige masjiene;
 - (l) tapgat- en meerkop-tapgatmasjiene;

“hout” hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak.

3. WERKDAE EN WERKURE

3.1 Die gewone werkure wat deur alle werkgewers en werknemers nagekom moet word, is—

- 3.1.1 in die geval van ’n werknemer van wie vereis word om ses dae per week te werk, hoogstens 46 uur in ’n week van Maandag tot en met Saterdag, bereken teen hoogstens agt uur per dag van Maandag tot Vrydag en ses uur op ’n Saterdag;
- 3.1.2 in die geval van ’n werknemer wat vyf dae per week werk, hoogstens 46 uur in ’n week van Maandag tot en met Vrydag, bereken teen hoogstens 9,2 uur per dag.

HOOFSTUK 4

DIMENSIONELE KLIPNYWERHEID

1. ALGEMEEN

1.1 Die bepalings van hierdie hoofstuk moet deur alle werkgewers in die Dimensionele Klipnywerheid nagekom word.

1.2 Die beplaings van Hoofstukke 1, 2, 5, 6 en 7 is *mutatis mutandis* op hierdie hoofstuk van toepassing. Waar die bepalings van hierdie hoofstukke onbestaanbaar is met die bepalings in hierdie hoofstuk vervat, is laasgenoemde bepalings van toepassing en geniet hulle voorkeur.

2. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie hoofstuk gebesig word en nie hierin omskryf word nie, maar in Hoofstukke 1 en 2 van hierdie Ooreenkoms omskryf word, het dieselfde betekenins as in daardie hoofstuk; voorts beteken—

“Dimensionele Klipnywerheid” die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om monumentklipwerk op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou, en omvat dit alle werk wat uitgevoer of verrig word persone daarin wat betrokke is by klipmesselwerk, soos die voorbereiding van klip vir geboue, of ander klipwerk, en omvat dit ook die winning van klipblokke met voorafbepaalde fatsoene en groottes deur metodes soos boor, propping of saag vir bou-, klipmessel- en monumentdoeleindes;

“algemene werker” ’n werknemer wat enige taak of werksaamheid verrig wat nie elders vermeld word nie in enige van die omskrywings van die klasse werknemers bedoel in die omskrywing van “geskoolde werknemer” en “half-geskoolde werknemer” soos omskryf in Hoofstuk 1, en omvat dit die volgende werknemers:

- (a) Versendingswerker;
- (b) oprigterassistent;
- (c) werkwinkelwerker: onderhoud;
- (d) klipjoggie; en
- (e) lugboor-/handbooroperateur;

“graad 1-werknemer” enigene van die volgende kategorieë werknemers:

- (a) Elementêre tipe handkraanoperateur;
- (b) sandstraaloperateur;
- (c) werkwinkelassistent;
- (d) verpakkingswerker;
- (e) operateursassistent;

“graad 2-werknemer” enigene van die volgende kategorieë werknemers:

- (a) Handpoleerder;
- (b) draagbare poleermasjienoperateur;
- (c) sy/kantpoleermasjienoperateur;
- (d) poleermasjienoperateur (Spekard/Jenilin);
- (e) staanbooroperateur

“graad 3-werknemer” enigene van die volgende kategorieë werknemers:

- (a) Een-, twee- of drielesaagoperateur;
- (b) dubbellembrugsaaagoperateur;
- (c) kwaliteitskontroleur;
- (d) profielskuurder;

“graad 4-werknemer” enigene van die volgende kategorieë werknemers:

- (a) Outomatiese poleermasjienoperateur;
- (b) poleerblokmaker;
- (c) diamantbloksaaagoperateur;
- (d) swaaisaaagoperateur;
- (e) veellemsaaagoperateur;
- (f) spanleier;
- (g) vurkhyserdrywer;
- (h) drywer van ’n motorvoertuig met kode 8-lisensie;
- (i) vlammasjienoperateur;
- (j) kraandrywer.

3. VOORGESKREWE LONE

3.1 **Algemeen:** Lone van werknemers moet aangepas word óf na die nuwe voorgeskrewe lone kragtens klousule 3.1.2 van hierdie Hoofstuk óf met die algemene verhoging kragtens klousule 3.1.3 van hierdie Hoofstuk, watter ook al die grootste is, en voorts mag geen werkgewer lone betaal en geen werknemer lone aanvaar nie wat laer is as dié hieronder genoem, gelees met die res van die bepalings van hierdie klousule:

3.1.1 Die volgende formules is van toepassing om die loonskale van die verskillende grade te bereken:

Graad 1-werknemer: Algemene werkersloon plus 20% van die verskil tussen die algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 2-werknemer: Algemene werkersloon plus 40% van die verskil tussen die algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 3-werknemer: Algemene werkersloon plus 60% van die verskil tussen die algemene werkersloon en die loon vir gespesifiseerde ambagte.

Graad 4-werknemer: Algemene werkersloon plus 80% van die verskil tussen die algemene werkersloon en die loon vir gespesifiseerde ambagte.

3.1.2. Geskoolde, halfgeskoolde en ongeskoolde werknemers:

BYLAE

Kategorie van werknemer	Loon per uur
	Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms
Vakman.....	R 15,00
Ambagsman	11,29
Werknemer (gespesifiseerde ambag)	6,70
Graad 1-werknemer.....	4,64
Graad 2-werknemer.....	5,15
Graad 3-werknemer.....	5,67
Graad 4-werknemer.....	6,18
Algemene werker.....	4,12

3.1.3 Algemene verhoging:

BYLAE

Kategorie van werknemer	Loon per uur
	R
Vakman.....	1,25
Ambagsman	1,00
Werknemer (gespesifiseerde ambag)	0,55
Graad 1-werknemer.....	0,49
Graad 2-werknemer.....	0,50
Graad 3-werknemer.....	0,52
Graad 4-werknemer.....	0,53
Algemene werker.....	0,47

3.1.4 Werkgewers wat voor die inwerkingtreding van hierdie Ooreenkoms lone op 'n vrywillige basis aangepas het, kan enige sodanige verhogings wat na 14 Oktober 1996 aan werknemers toegestaan is, aftrek van die bedrae genoem in klousule 3.1.3 van hierdie Hoofstuk.

BYLAE 5**1. FONDSBYDRAES EN HEFFINGS**

Ondanks enige bepalings vervat in hierdie Ooreenkoms wat die gewone werkure bepaal, moet die toelaes en bydraes in klousule 2 bedoel, bereken word teen 40 uur per week.

2. BYDRAES EN HEFFINGS

2.1 Waar 'n werknemer drie volle werkdae of meer in 'n week vir 'n werkgever gewerk het, moet die werkgever benewens ander besoldiging waarop die werknemer ingevolge hierdie Ooreenkoms geregtig is, die bydraes ten opsigte van die loonband waarin sodanige werknemer se werklike loon val, soos in die Bylae hieronder uiteengesit, aan die Raad betaal ten behoeve van die werknemer:

- A = Vakansiefondsbydraes en bonus
- B = Pensioen-/Voorsorgfondsbydraes
- C = Mediesefondsbydraes
- D = Bystandfondsbydraes
- E = Raadsheffings
- F = Geskilbeslegtingsheffing
- G = GMBA-ledeloonwaarborg
- H = Totale waarde van bydraes

BYLAE

WEEKLIKSE BYDRAES DEUR WERKGEWER

Loonbande min. tot maks. tarief per uur	A Vakansie fonds en Bonus	B Pension/ Voorsorg- fonds	C Mediese Fonds	D By- stands- fonds	E Raads- heffings	F Geskil- besleg- tings- heffing	G GMBA Lede Loonwaar- borg	H Totale waarde
Geskoolde en halfgeskoolde werknemers:								
22,00 en meer	76,80	69,20	58,60	1,20	0,75	0,75	0,09	207,39
20,00 tot 21,99	70,00	63,20	56,00	1,20	0,75	0,75	0,09	191,99
18,00 tot 19,99	63,20	57,20	53,60	1,20	0,75	0,75	0,09	176,79
16,00 tot 17,99	56,80	51,20	51,20	1,20	0,75	0,75	0,09	161,99
14,00 tot 15,99	50,00	45,20	45,20	1,20	0,75	0,75	0,09	143,19
12,00 tot 13,99	43,20	39,20	43,40	1,20	0,75	0,75	0,09	128,59
10,00 tot 11,99	36,80	33,20	34,40	1,20	0,75	0,75	0,09	107,19
9,00 tot 9,99	31,60	28,40	27,60	1,20	0,75	0,75	0,09	90,39
8,00 tot 8,99	28,40	25,60	23,20	1,20	0,75	0,75	0,09	79,99
7,00 tot 7,99	25,20	22,40	17,80	1,20	0,75	0,40	0,09	67,84
6,00 tot 6,99	21,60	19,60	17,00	1,20	0,75	0,40	0,09	60,64
5,00 tot 5,99	18,40	16,40	16,20	1,20	0,75	0,40	0,09	53,44
4,50 tot 4,99	16,00	14,40	15,40	1,20	0,75	0,40	0,09	48,24
Algemene werker (mediesefonds ingesluit):								
6,00 en meer	21,60	19,60	17,00	0,40	0,15	0,40	0,09	59,24
5,00 tot 5,99	18,40	16,40	16,20	0,40	0,15	0,40	0,09	52,04
4,50 tot 4,99	16,00	14,40	15,40	0,40	0,15	0,40	0,09	46,84
Algemene werker (mediesefonds uitgesluit):								
6,00 en meer	21,60	19,60	—	0,40	0,15	0,40	0,09	42,24
5,00 tot 5,99	18,40	16,40	—	0,40	0,15	0,40	0,09	35,84
4,50 tot 4,99	16,00	14,40	—	0,40	0,15	0,40	0,09	31,44
4,00 tot 4,49	14,00	12,80	—	0,40	0,15	0,40	0,09	27,84
3,50 tot 3,99	12,40	11,20	—	0,40	0,15	0,40	0,09	24,64
3,00 tot 3,49	10,80	9,60	—	0,40	0,15	0,40	0,09	21,44
2,50 tot 2,99	9,20	8,40	—	0,40	0,15	0,40	0,09	18,64
Nuwe Algemene Werker:								
2,50 en meer	—	—	—	—	0,15	0,40	0,09	0,64

2.2 Elke werkgewer moet weekliks die bedrae soos in die Bylae hieronder uiteengesit, aftrek van die besoldiging van 'n werknemer wie se werklike loonskaal in enige van ondergenoemde loonbande val en wat drie volle werkdag of meer in een week gewerk het, en dié bedrae is die werknemer se bydrae tot die Pensioen- Voorsorgfonds, Mediese Fonds, Raadsheffings, Bystandsfonds, en Gereedskapsversekeringsfonds.

A = Pensioen-/Voorsorgfondsbydraes.

B = Mediesefondsbydraes.

C = Gereedskapversekeringsbydraes.

D = Raadsheffings.

E = Geskilbeslegtingsheffing.

F = Werknemerpartyeheffing.

G = Totale waarde van bydraes.

BYLAE

WEEKLIKSE BYDRAES DEUR WERKNEMER

Loonbande min. tot maks. tarief per uur	A Pensioen/ Voorsorg- fonds	B Mediese fonds	C Gereed- skapver- sekerings- fonds	D Raads- heffings	E Geskil- besleg- tings- heffing	F Werk- nemer- partye- heffing	G Totale waarde
Geskoolde en halfgeskoolde werknemers:							
22,00 en meer	69,20	58,60	0,46	0,75	0,75	3,70	133,46
20,00 tot 21,99	63,20	56,00	0,46	0,75	0,75	3,70	124,86
18,00 tot 19,99	57,20	53,60	0,46	0,75	0,75	3,70	116,46
16,00 tot 17,99	51,20	51,20	0,46	0,75	0,75	3,70	108,06

Loonbande min. tot maks. tarief per uur	A Pensioen/ Voorsorg- fonds	B Mediese fonds	C Gereed- skapver- sekerings- fonds	D Raads- heffings	E Geskil- besleg- tings- heffing	F Werk- nemer- partye- heffing	G Totale waarde
14,00 tot 15,99	45,20	45,20	0,46	0,75	0,75	3,70	96,06
12,00 tot 13,99	39,20	43,40	0,46	0,75	0,75	3,70	88,26
10,00 tot 11,99	33,20	34,40	0,46	0,75	0,75	3,70	73,26
9,00 tot 9,99	28,40	27,60	0,46	0,75	0,75	3,70	61,66
8,00 tot 8,99	25,60	23,20	0,46	0,75	0,75	3,70	54,46
7,00 tot 7,99	22,40	17,80	0,46	0,75	0,40	3,70	45,51
6,00 tot 6,99	19,60	17,00	0,46	0,75	0,40	3,70	41,91
5,00 tot 5,99	16,40	16,20	0,46	0,75	0,40	3,70	37,91
4,50 tot 4,99	14,40	15,40	0,46	0,75	0,40	3,70	35,11
Algemene werker (mediese fonds ingesluit):							
6,00 en meer	19,60	17,00	—	0,15	0,40	2,50	39,50
5,00 tot 5,99	16,40	16,20	—	0,15	0,40	2,50	35,65
4,50 tot 4,99	14,40	15,40	—	0,15	0,40	2,50	32,85
Algemene werker (mediese fonds ingesluit):							
6,00 en meer	19,60	—	—	0,15	0,40	2,50	22,65
5,00 tot 5,99	16,40	—	—	0,15	0,40	2,50	19,45
4,50 tot 4,99	14,40	—	—	0,15	0,40	2,50	17,45
4,00 tot 4,49	12,80	—	—	0,15	0,40	2,50	15,85
3,50 tot 3,99	11,20	—	—	0,15	0,40	2,50	14,25
3,00 tot 3,49	9,60	—	—	0,15	0,40	2,50	12,65
2,50 tot 2,99	8,40	—	—	0,15	0,40	2,50	11,45
Nuwe algemene werker:							
2,50 en meer	—	—	—	0,15	0,40	2,50	3,05

2.3 Bo en behalwe die aftrekkings in klousule 2.2 hiervan bedoel, moet die werkgewer, waar 'n werknemer drie volle werkdade of meer, maar minder as vyf volle werkdade in een week gewerk het, die bydraes soos aangetoon in die Bylae hieronder, aftrek ten opsigte van elke uur wat sodanige werknemer minder as 40 uur per week gewerk het:

BYLAE

Loonbande min. tot maks. tarief per uur	Aftrekkings per uur
Geskoolde en halfgeskoolde werknemers:	
22,00 en meer	5,145
20,00 tot 21,00	4,76
18,00 tot 19,99	4,38
16,00 tot 17,99	4,01
14,00 tot 15,99	3,54
12,00 tot 13,99	3,175
10,00 tot 11,99	2,64
9,00 tot 9,99	2,22
8,00 tot 8,99	1,96
7,00 tot 7,99	1,665
6,00 tot 6,99	1,485
5,00 tot 5,99	1,305
4,50 tot 4,99	1,175
Algemene werker (mediese fonds ingesluit):	
6,00 en meer	1,465
5,00 tot 5,99	1,285
4,50 tot 4,99	1,155

Loonbande min. tot maks. tarief per uur	Aftekings per uur
Algemene werker (uitgesonderd mediese fonds):	
6,00 en meer	1,04
5,00 tot 5,99	0,88
4,50 tot 4,99	0,77
4,00 tot 4,49	0,68
3,50 tot 3,99	0,60
3,00 tot 3,49	0,52
2,50 tot 2,99	0,45

2.3.1 Die aftekings in klousule 2.3 hiervan bedoel, moet net gemaak word as 'n werknemer sonder toestemming van diens afwesig was of korttyd gewerk het ingevolge klousule 8.3 van Hoofstuk 1.

2.4 Die bydraes en heffings in klousule 2.1 hiervan bedoel en die aftekings wat ingevolge klousule 2.2 hiervan gemaak word, moet deur die werkgever op 'n weeklikse grondslag aan die Raad betaal word, tensy vrystelling van die Raad verkry is om die bedoelde bedrae met 'n langer tussenpose as een maal per week oor te betaal.

2.5 Enige werkgever wat versuim om die bepalinge van klousules 2.2 en 2.3 hiervan na te kom, is in weerwil daarvan verplig om die bedrae wat afgetrek moes word, aan die Raad te betaal.

3. SPESIALE BEPALINGS

3.1 Geen werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat drie volle werkdade of langer per week gewerk het, mag instem of versoek of 'n ooreenkoms met sy werkgever aangaan met die strekking dat die bydraes en/of aftekings in klousule 2 bedoel of regstreeks aan hom betaal word of nie aan die Raad betaal word nie.

3.2 'n Werkgever en sy algemene voorman en voorman kan skriftelik daartoe ooreenkoms om nie aan die bepalinge van klousule 2 van hierdie Hoofstuk te voldoen nie. Die werkgever moet die Raad binne sewe dae van sodanige ooreenkoms verwittig.

3.3 'n Werkgever wat in gebreke bly of nalaat om die bydraes soos voorgeskryf ten opsigte van elke werknemer tydig by die Raad in te betaal, moet rente voorgeskryf volgens die Wet op die Voorgeskrewe Rentekoers, 1975, op die waarde van sodanige bydraes betaal, bereken vanaf die datum waarop die bydraes by die Raad inbetaal behoort te gewees het, tot en met die datum waarop dit werklik betaal is.

3.4 Ondanks die feit dat 'n bepaalde bydrae vir 'n werknemer betaal is, is sodanige werknemer slegs geregtig op die voordele soos voorgeskryf deur die reëls van die verskeie Fondse ter waarde van die bydrae wat werklik namens hom by die Raad inbetaal is.

4. VAKANSIEFONDSREGISTRASIE

4.1 Elke werknemer vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy in die Nywerheid begin werk het, by die Raad aansoek doen om Vakansiefondsregistrasie.

4.2 Die Sekretaris moet 'n alfabetiese en numeriese register hou van alle aansoeke om Vakansiefondsregistrasie en 'n spesifieke nommer aan elke aansoeker toeken. Genoemde register moet die volgende inligting verstrek ten opsigte van elke werknemer vir wie hierdie Ooreenkoms bindend is:

- (a) Volle naam;
- (b) geboortedatum;
- (c) identiteitsnommer;
- (d) bedryf of beroep;
- (e) geslag; en
- (f) Vakansiefondsnummer deur die Fonds toegeken.

4.3 Die sluitingsdatum ten opsigte van bydraes vir enige besondere jaar is die tweede Vrydag van Oktober.

4.4 Elke werkgever vir wie hierdie ooreenkoms bindend is, moet, wanneer betalings ten opsigte van toelaes en/of bydraes aan die Raad gemaak word, die werknemer se Vakansiefondsnummer en identiteitsnommer aanteken.

HOOFSTUK 6

FONDSE

1. STIGTING EN VOORTSETTING VAN DIE FONDSE

1.1 Die volgende Fondse word hierby voortgesit:

- (a) Die Vakansiefonds van die Bounywerheid (Transvaal) ingestel by Goewermentskennisgewings Nos. 2688 van 21 November 1952 en R. 956 van 13 Junie 1969, soos gewysig en verleng;
- (b) die Bystandsfonds van die Bounywerheid (Transvaal), ingestel by Goewermentskennisgewings Nos. 2828 van 5 Desember 1952 en R. 3971 van 19 Desember 1969, soos gewysig en verleng;

- (c) die Mediese Hulpfonds vir die Bounywerheid (Transvaal), ingestel by Goewermmentskennisgewing No. 1164 van 20 Julie 1962, en soos gewysig en verleng;
- (d) die Gereedskapversekeringsfonds van die Bounywerheid (Transvaal), ingestel by Goewermmentskennisgewing No. R. 202 van 6 Februarie 1959, soos gewysig en verleng.

2. ADMINISTRASIE VAN DIE FONDSE

2.1 Die onderskeie Fondse word geadministreer deur 'n Bestuurskomitee deur die Raad aangestel en bestaan uit gelyke verteenwoordiging van die vakverenigings en werkgewersorganisasies wat partye by die Raad is. Die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul ampstermyn en die belê en hou van vergaderings van die Raad en die reg van plaasvervangers vir die verteenwoordigers is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

2.2 Die Fondse moet geadministreer word ooreenkomstig reëls wat vir die doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met hierdie Ooreenkoms, die Wet, of 'n ander wet wees nie, en moet onder andere die volgende voorskryf—

2.2.1 die Fondse se bystand en die kwalifikasies daaraan verbonde;

2.2.2 die prosedure vir die indiening en betaling van eise;

2.2.3 ander sake waarvoor die Raad besluit.

2.3 Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek, en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Arbeid ingedien word.

2.4 Die Raad moet 'n sekretaris wat as die Sekretaris van die Fondse bekend staan, en die ander personeel wat nodig is vir die behoorlike administrasie van die Fondse aanstel.

2.5 Die Komitee kan enige of alle bystand weier aan en/of weerhou van 'n lid en/of sy afhanklikes wat, na die Komitee se mening, op 'n wyse opgetree het wat bereken was om die belange van die Fondse of hul lede te benadeel of wat dit na alle waarskynlikheid benadeel het: Met dien verstande dat aan sodanige lid die geleentheid gebied moet word om by die Raad, wie se beslissing finaal is, appèl aan te teken teen die beslissing van die Komitee.

2.6 Geskille betreffende die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie Ooreenkoms of rakende die administrasie van die Fondse wat die Komitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

2.7 Die lede van die Bestuurskomitee, die Sekretaris, beamptes en werknemers van die Fondse is nie aanspreeklik vir die skulde van die Fondse nie en hulle word hierby deur die Fondse gevrywaar teen alle eise wat teen hulle ingestel mag word by of in verband met die bona fide-uitvoering van hul pligte.

2.8 Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse, kom ten laste van die Fondse.

3. WERKING VAN DIE FONDSE

3.1 Die Fondse bestaan uit—

3.1.1 alle bydraes wat ooreenkomstig klousule 2 van Hoofstuk 4 in die Fondse gestort word;

3.1.2 alle rente wat verkry word uit die belegging van geld van die Fondse; en

3.1.3 alle ander gelde waarop die Fondse geregtig word.

3.2 Alle gelde wat aan die Fondse toeval, moet binne drie dae nadat dit ontvang is, op 'n afsonderlike rekening vir elke Fonds by 'n geregistreerde bank of bougenootskap in die krediet van die Fondse gedeponeer word.

3.3 Die gelde van die Fondse moet aangewend word om bystand en uitgawes ingevolge die reëls van die onderskeie Fondse te betaal.

3.4 Die Raad kan van die Vakansiefondsbedrag betaalbaar aan 'n werknemer alle bedrae aftrek wat deur sodanige werknemer verskuldig is aan enige van die Fondse van die Raad.

3.5 Ingeval 'n werknemer te sterwe kom, moet die bedrag wat uit die Fondse verskuldig is, per tjek, wat ten gunste van sodanige boedel uitgemaak is, aan sy boedel betaal word nadat 'n gesertifiseerde kopie van die doodsertifikaat aan die Sekretaris van die Fondse voorgelê is.

3.6 Alle uitbetalings uit die Fondse geskied per tjek wat geteken is deur die Voorsitter, die Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad as waarop die Raad van tyd tot tyd besluit en mede-onderteken is deur die Sekretaris of sodanige ander plaasvervangers vir die Sekretaris as waarop die Raad van tyd tot tyd besluit.

3.7 Gelde wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as soos voorgeskryf ingevolge artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956.

4. OUDITERING VAN DIE FONDSE

4.1 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet minstens één keer per jaar die rekenings van die Fondse ouditeer en voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon:

4.1.1 Alle gelde wat ingevolge hierdie Ooreenkoms ontvang word;

4.1.2 uitgewas wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fondse op daardie datum toon.

4.2 Die geouditeerde staat en die balansstaat van die Fondse moet daarna by die kantoor van die Raad vir inspeksie lê en kopieë daarvan, behoorlik deur die ouditeur onderteken en deur die Voorsitter van die Raad mede-onderteken, tesame met 'n verslag wat die ouditeur daarvoor uitgebring het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Direkteur-generaal van Arbeid ingedien word.

5. LIKWIDASIE VAN DIE FONDSE

5.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval, moet die Raad wat dan bestaan of die trustee of trustees wat ingevolge klousule 6 van hierdie Hoofstuk deur die Registrateur aangestel is, voortgaan om vir 'n tydperk van twee jaar die Fondse te administreer ten einde geld wat aan die werknemers verskuldig is, uit te betaal, en behoudens die goedkeuring van die Registrateur, moet geld wat ná genoemde tydperk van twee jaar in die krediet van die Fondse staan, verbeur word en aan die algemene fondse van die Raad toeval.

5.2 As die sake van die Raad na afloop van genoemde tydperk van twee jaar reeds gelikwedeer en die bates verdeel is, moet die saldo van die Fondse soos volg verdeel word:

5.2.1 Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van sodanige likwidasië;

5.2.2 twee vyfdes aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging soos op die datum van likwidasië verdeel word; die uitdrukking "lidmaatskap" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek word; en

5.2.3 een vyfde moet ingevolge artikel 34 (4) (c) van die Wet bestee word.

6. VERSTRYKING VAN DIE OOREENKOMS

6.1 Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en ingeval daar nie binne twee jaar ná die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende ooreenkoms onderhandel word met die oog op die voortgesette werking van die Fondse nie, moet die Raad die Fondse ingevolge klousule 5 van hierdie Hoofstuk likwedeer.

6.2 Ingeval die Raad nie die Fondse ingevolge hierdie klousule kan administreer en/of likwedeer nie en/of nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die Raad nakom en wat vir sodanige doel die bevoegdheid van die Raad het.

6.3 Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fondse geadministreer word deur die Raad wat dan bestaan. Vakatures wat in die Raad ontstaan, kan deur die Registrateur uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewers- en werknemersverteenvoorgangers in die Raad is.

6.4 Ingeval die Raad wat dan bestaan, nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad na te kom en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Raad.

6.5 Wanneer hierdie Ooreenkoms verstryk, moet die Fondse, behoudens klousule 6.1 en 6.2 hiervan, ingevolge klousule 5 van hierdie Hoofstuk deur die Raad wat dan bestaan of deur die trustees wat deur die Registrateur aangestel is, gelikwedeer word.

7. SPESIALE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKEIE FONDSE

7.1 *Vakansiefondse van die Bounywerheid (Transvaal):*

7.1.1 Alle rente op gelde ontvang ten behoeve van die Vakansiefonds moet aangewend word om die administrasiekoste te dek.

7.1.2 Geen bedrag ten opsigte van die Vakansiefonds mag sonder magtiging van die Raad voor die jaarlikse verloftydperk aan 'n werknemer betaal word nie.

7.1.3 Aan elke werknemer vir wie Vakansiefondsbydraes by die Raad inbetaal is, moet ooreenkomstig die bedrag van die bydraes wat inbetaal is, sy verlofbesoldiging betaal word voor of op die aanvangsdatum van die jaarlikse verloftydperk elke jaar.

7.1.4 As 'n werknemer in gebreke sou bly of nalaat om binne 'n tydperk van 12 maande vanaf die datum waarop die vakansietydperk ten einde loop, die waarde van die bydrae wat ten opsigte van verlofbesoldiging by die Raad inbetaal is, op te eis, word die waarde daarvan verbeur en kom dit die algemene fondse van die Raad toe. Die Raad moet egter alle laat eise vir betaling en opsigte van verlofbesoldiging oorweeg.

7.1.5 Ondanks hierdie klousule kan die Raad van die bedrag wat uit die Vakansiefonds aan 'n werknemer betaalbaar is, sy vakverenigingsledegeld aftrek: Met dien verstande dat—

(a) die betrokke werknemer die Sekretaris skriftelik daartoe magtig;

- (b) die Sekretaris bogemelde bedrae aan vakverenigingledegeld hoogstens een maand na invordering daarvan betaal aan die vakvereniging wat deur die werknemer benoem is.

7.2 **Bystandsfonds van die Bounywerheid (Transvaal):**

7.2.1 *Doelstellings van die Fonds:* Die doelstellings van die Fonds is om aan lede bystand te verleen ingeval van die volgende gebeurlikhede—

- (a) slegte weersomstandighede;
- (b) verlies van loon weens siekte of ongeluk in sekere omstandighede.

7.2.2 *Lidmaatskap van die Fonds:* Alle werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die Fonds.

7.2.3 *Reserwes:* Indien die bedrag wat in krediet van die Fonds staan, te eniger tyd tot onder die R50 000-merk sou daal, moet uitbetalings van bystand opgeskort word en nie hervat word nie tot tyd en wyl die bedrag wat in krediet van die Fonds staan, meer as R100 000 is.

7.3 **Mediese Hulpfonds vir die Bounywerheid (Transvaal):**

7.3.1 *Doelstellings van die Fonds:* Die doelstellings van die Fonds is—

- (a) om aan lede bystand te verleen met betrekking tot die koste van mediese dienste soos van tyd tot tyd in die reëls gemeld word, en wat voortvloei uit enige siekte en/of ongeluk;
- (b) om behoudens die reëls van die Fonds aan lede bystand te verleen met betrekking tot die koste van medisyne en/of mediese dienste wat voortvloei uit enige siekte en/of ongeluk deur hulself of hul afhanklikes opgedoen;
- (c) om die maatreëls te tref en die stappe te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van gesondheid, onder lede, afhanklikes en persone in diens in of betrokke by die Bounywerheid;
- (d) om 'n kontrak met enige hospitaal, geregistreerde verpleeginrigting, geregistreerde herstellingsoord of ander dergelike inrigting aan te gaan vir die versorging van siek of herstellende lede en hul afhanklikes;
- (e) om 'n kontrak met enige ander persoon, liggaam, inrigting of owerheid aan te gaan ten opsigte van mediese dienste soos van tyd tot tyd in die reëls gemeld word;
- (f) om al die dinge te doen wat noodsaaklik is vir, bykomend is by of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van voornoemde doelstellings.

7.3.2 *Lidmaatskap van die Fonds:* (a) Alle geskoolde werknemers op wie hierdie Ooreenkoms van toepassing is, is geregtig op lidmaatskap van die fonds.

(b) Persone, uitgesonderd dié persone in (a) hiervan bedoel, wat regstreeks betrokke is of was, by of in diens is of was in die Bounywerheid, kan na goeddunke van die Raad as lede van die Fonds toegelaat word en hierdie Ooreenkoms en die reëls van die Fonds is *mutatis mutandis* van toepassing op persone wat aldus toegelaat word.

7.3.3 *Lidmaatskap van die Fonds eindig—*

- (a) sodra die bydraes kragtens klousule 2 van Hoofstuk 5 vir die Bounywerheid (Gauteng) (provinsie Noordwes) nie by die Raad inbetaal is nie: Met dien verstande dat lidmaatskap behou moet word in gevalle waar lede skiektebystand ontvang van die Bystandsfonds van die Bounywerheid (Transvaal);
- (b) sodra 'n lid meer as een maand agterstallig is met bydraes tot die Fonds;
- (c) sodra 'n lid 'n betrekking het/of diens aanvaar of betrokke is by 'n ander nywerheid;
- (d) in die geval van alle lede wat, nadat hulle vir een jaar bystand ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent onbekwaam, geheel en al ongeskik en nie in staat om 'n ambag in die Nywerheid te beoefen nie: Met dien verstande dat kwalifiserende afhanklikes van sodanige lede na die goeddunke van die Raad toegelaat kan word om lid te bly op die voorwaardes wat die Raad vasstel.

7.3.4 'n Lid vir wie geen bydraes ingevolge klousule 2 van Hoofstuk 5 betaal word nie omdat hy werkloos is of in 'n gebied werk wat geleë is buite die jurisdiksiegebied van hierdie Ooreenkoms, kan, indien hy verlang om lid van die Fonds te bly, die vereiste bydrae weekliks kontant aan die Raad betaal.

7.3.5 *Reserwes:* Indien die bedrag in krediet van die Fonds te eniger tyd tot onder R50 000 daal, moet uitbetaling van bystand gestaak word en nie weer hervat word nie voordat die bedrag in krediet van die Fonds meer as R100 000 is.

7.4 **Die Gereedskapversekeringsfonds van die Bounywerheid (Transvaal):**

7.4.1 *Doelstellings van die Fonds:* Die vernaamste doelstellings van die Fonds, gelees saam met die bepalings van klousule 11 van Hoofstuk 1 van hierdie Ooreenkoms, is om werknemers te vergoed vir die verlies van gereedskap, noodsaaklik vir hul ambagte, en gereedskapskiste deur diefstal vanuit toesluitplekke.

7.4.2 'n Werknemer wat vergoeding vir verlore gereedskap, noodsaaklik vir sy ambag, en vir sy gereedskapkis van die Fonds wil eis, moet by die Raad 'n skriftelike aansoek indien en die Raad van die betrokke inligting ingevolge die reëls voor sien.

7.4.3 Geen vergoeding moet uit die Fonds betaal word nie tensy die werknemers die diefstal so gou moontlik by die polisie aangemeld het, of as die werknemer weier of versuim om aan die Raad die tersaaklike inligting te verstrek wat die Raad vereis.

7.4.4 Die raming van 'n eis en die betaling uit die Fondse moet geskied uitsluitlik na goeddunke van die Raad, wie se beslissing finaal en bindend is. Die Raad hoef geen rede vir sy beslissing te verstrek nie.

7.4.5 *Reserwes:* Betaling van bystand uit die Fonds moet gestaak word wanneer die bedrag wat in krediet van die Fonds staan, tot minder as R10 000 daal, en verdere betalings moet nie hervat word nie voordat die bedrag wat in krediet van die Fonds staan, weer die bedrag van R20 000 beloop.

7.5 Geskilbeslegtingsfonds vir die Bounywerheid Transvaal:

7.5.1 Doelstellings van die Fonds: Die doelstellings van die fonds is om die beslegting van geskille en verwante sake te finansier.

7.5.2 Reserwes: Indien die bedrag wat in krediet van die Fonds staan, te eniger tyd tot onder R100 000 daal, moet uitbetaling gestaak word en nie hervat word nie tot tyd en wyl die bedrag wat in krediet van die Geskilbeslegtingsfonds staan, meer as R200 000 is.

8. BYSTAND ONVERVREEMBAAR

Die bystand verskaf deur die Fonds in hierdie Hoofstuk bedoel, is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te sedeer, te verpand of te verpotekeer, hou onmiddellik op om geregtig te wees op bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes moet beëindig word.

9. TERUGHOU VAN BYSTAND

'n Werknemer wat lid van enige van die Raad se Fondse is en op bystand geregtig is, moet na goeddunke van die Raad van bystand uit enigeen van die Fondse ontnem word in die geval waar sodanige werknemer 'n vals verklaring maak of op watter wyse ook al geprobeer om op bedrieglike of oneerlike wyse bystand te verkry.

10. ANDER FONDSE

10.1 Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds van die Bounywerheid (ingestel deur die Bou-Industrieë Federasie van Suid-Afrika) (hierna die Nasionale Ontwikkelingsfonds genoem), magtig hy hierby die invordering van bydraes ten einde die doelstellings van genoemde Nasionale Ontwikkelingsfonds te verwesenlik.

10.2 Nademaal die Raad verwittig is van die stigting van die Opleidingskema van die Bounywerheid (ingestel deur die Bou-Industrieë Federasie van Suid-Afrika) (hierna die Opleidingskema genoem), magtig hy hierby die invordering van bydraes ten einde die doelstellings van die Opleidingskema te verwesenlik.

10.2.1 Elke werkgewer moet die bedrag wat hy verplig is om by te dra tot die Opleidingskema ingevolge Goewermementskennisgewing No. R. 1948 van 11 September 1987, soos gewysig en verleng, aan die Sekretaris van die Raad betaal. Die bedrae ingevorder ingevolge hierdie klousule, moet van tyd tot tyd aan die Bou-Industrieë Federasie van Suid-Afrika oorbetal word.

10.3 Die Pensioenfonds van die Bounywerheid (Transvaal), ingestel by Goewermementskennisgewing No. R. 859 van 8 Junie 1962, soos van tyd tot tyd gewysig, en die Voorsorgfonds van die Bounywerheid (Transvaal), ingestel by Goewermementskennisgewing No. R. 83 van 22 Januarie 1993, soos van tyd tot tyd gewysig, word hierby verleng.

10.4 Elke werknemer het met die inwerkingtreding van hierdie Ooreenkoms die reg om te kies of hy 'n lid van die Pensioenfonds wil bly of 'n lid van die Voorsorgfonds wil word.

10.5 Elke werknemer wat toetree tot die Nywerheid na die inwerkingtreding van die Ooreenkoms, moet binne 30 dae nadat hy toetree het tot die Nywerheid, kies of hy 'n lid van die Pensioenfonds of die Voorsorgfonds wil word.

10.6 'n Werknemer is slegs daarop geregtig om een maal 'n keuse te maak betreffende lidmaatskap tot die fondse.

10.7 Die bydraes van die Voorsorgfonds is gelyk aan die Pensioenfondsbydraes, soos van tyd tot tyd deur die Raad bepaal.

10.8 Die Raad het die reg om ander reëls te bepaal of om die reëls te wysig vir die doeleindes van die administrasie van die Voorsorgfonds.

BYLAE A**BOUNYWERHEIDSRaad (TRANSVAAL)****DIENSKONTRAK VAN KWEKELING-AMBAGSMAN**

(NIE-AANGEWESE AMBAG)

1. AFDELING A: PARTYE BY DIE KONTRAK

1.1 Hierdie kwekelingkontrak kragtens klousule 6.2 van Hoofstuk 1 van die Hoof-ooreenkoms van die Bounywerheidsraad (Transvaal) gesluit deur en aangegaan tussen—

1.1.1van (adres)
.....
hierna die werkgewer genoem;

1.1.2van (adres)

I.D. No.

Vakansiefondsno., hierna die "kwekeling" genoem;

EN

1.1.3 Bounywerheidsraad (Transvaal), verteenwoordig deur die Hoofsekretaris.

1.2 In die geval van 'n minderjarige, bygestaan deur sy voog.....

.....van (adres).....

2. AFDELING B: ONDERNEMING DEUR KWEKELING**2.1 Genoemde kwekeling onderneem—**

- 2.1.1 om hom met die werkgewer in die nie-aangewese ambag van te verbind vir 'n tydperk van twee jaar wat 'n aanvang neem op of totdat die kwekeling die toepaslike ambagstoets geslaag het by die BIFSA-Opleidingsentrum, Springs, soos deur die ORBI (Opleidingsraad vir die Bou-Industrieë) bepaal;
- 2.1.2 om sy werkgewer op getroue, eerlike en ywerige wyse te dien, en al die wettige en redelike opdragte en vereistes van die werkgewer, of diegene onder wie se gesag hy geplaas word, te gehoorsaam;
- 2.1.3 om geen inligting wat verband hou met die besigheid van sy werkgewer aan enige persoon, wie ook al, mee te deel om met sodanige persoon te bespreek nie;
- 2.1.4 om nie direk of indirek enige belang, hetsy as betaalde agent of werknemer, in enige ander besigheid of onderneming as dié van sy werkgewer te hê nie;
- 2.1.5 om nie sonder toestemming en/of 'n aanvaarbare rede van sy werk afwesig te wees nie;
- 2.1.6 om die diensvoorwaardes soos in hierdie kontrak vervat, te aanvaar;
- 2.1.7 om gedurende hierdie kwekelingkontrak die voorgeskrewe kursusse in sy ambag by die BIFSA-opleidingsentrum, by te woon, en al die modules van Opleidingsprestasiëriteria (OPK) en Produksieprestasiëriteria (PPK) met sukses te voltooi.

3. AFDELING C: ONDERNEMING DEUR WERKGEWER**3.1 Genoemde werkgewer onderneem—**

- 3.1.1 om genoemde kwekeling vir die tydperk soos bepaal in paragraaf 2.1.1 van afdeling B van hierdie kontrak, in diens te neem, en om genoemde kwekeling doeltreffend te onderrig/op te lei, of doeltreffend te laat onderrig/oplei in die vaardighede gespesifiseer in ooreenstemming met die opleidingsprogram soos van tyd tot tyd deur BIFSA opgestel en deur die Bounywerheidsraad (Transvaal) goedgekeur;
- 3.1.2 om wanneer die Raad hom aldus in kennis stel, die kwekeling te stuur om die praktiese opleidingskursusse aan 'n institusionele opleidingsentrum wat deur die Raad goedgekeur is, by te woon vir die volle duur van die kursusse soos van tyd tot tyd deur die opleidingsentrum bepaal;
- 3.1.3 om die voorgeskrewe loon aan genoemde kwekeling te betaal, en te voldoen aan al die ander diensvoorwaardes soos vervat in die Ooreenkoms van die Bounywerheidsraad (Transvaal);
- 3.1.4 om aan die kwekeling die geleentheid te gun om watter toetse ook al, soos vereis volgens die opleidingsprogram, af te lê, en om toe te laat om sodanige opleidingskursusse by die Bou-Industrieë Opleidingsentrum by te woon, wanneer die Bounywerheidsraad (Transvaal), hom aldus van sodanige bywoning in kennis stel;
- 3.1.5 om verantwoordelik te wees vir die betaling van lone en bydraes aan die kwekeling of die Raad, na gelang van die geval, gedurende enige tydperk wat die kwekeling enige kursus by die institusionele opleidingsentrum bywoon.

4. AFDELING D: BETALING VAN LONE EN BYDRAES**4.1 Om die loontariewe vir kwekelinge te bereken, is die volgende persentasies van toepassing:**

Kwekeling-ambagsmanne wat werksaam is in die nie-aangewese ambagte:

Na suksesvolle voltooiing van alle OKP- en PPK-modules: 25% van die tariewe vir 'n ambagsman voorgeskryf.

Hierna moet 'n praktiese oriënteringstydperk van 18 maande op die werksterrein voltooi word.

Na 'n verpligte ambagstoets geslaag is na die 18 maande werksterrein-oriëntering: plus 30% van die voorgeskrewe tarief vir 'n ambagsman.

Aanvangstarief: 40% van tarief vir ambagsmanne voorgeskryf.

4.2 Betaling van lone en bydraes ingevolge die Raad se Ooreenkoms bly die werkgewer se verantwoordelikheid.**5. AFDELING E: ALGEMEEN**

- 5.1 Hierdie kontrak kan slegs met wedersydse toestemming van al die partye gekanselleer of na 'n ander werkgewer oorgedra word. Die kontrak sal egter van krag bly tot finaal deur die Raad gekanselleer word.
- 5.2 Die werkgewer is aanspreeklik vir die indiensneming en opleiding van die kwekeling gedurende enige tydperk wat hierdie kontrak van krag is.
- 5.3 Die Raad kan egter die kontrak kanselleer na ontvangs van 'n ten volle gemotiveerde aansoek van enige van die partye, en na oorweging van die feite rondom sodanige aansoek. Die ander partye moet skriftelik deur die Raad van sodanige kansellering in kennis gestel word. Die bepalinge van die Raad se Ooreenkoms met betrekking tot verbode diens, is van toepassing na kansellering van die kontrak, indien die werkgewer voortgaan om die werknemer in sy diens te behou.
- 5.4 Die bepalinge van die Raad se Ooreenkoms is, waar nie strydig met die kontrak nie, op alle kwekelinge en hul werkgewers van toepassing.
- 5.5 Werkgewers en/of hulle kwekelinge word gesamentlik en afsonderlik aanspreeklik gehou vir enige koste aangegaan in gevalle waar kwekelinge versuim om die voorgeskrewe kursusse of ambagstoetse by te woon. Die Raad moet egter enige of beide partye vrystel van die betaling van kostes indien geldige redes vir sodanige versuim verstrekkend word.

6. AFDELING F: OMSKRYWING

"BIFSA-opleidingsentrum" beteken die opleidingsentrum van die Bou-Industrieë Federasie Suid-Afrika, 'n werkgewersfederasie geregistreer kragtens die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), wat optree in die hoedanigheid van administrateur van die Werwings- en Opleidingsfonds van die Bounywerheid te Argonweg 33, Fulcrum, Springs.

"kwekeling" beteken kragtens hierdie kontrak 'n kwekeling-ambagsman ingeskryf/geregistreer as sodanig, ongeag geslag, en wat opleiding ontvang in die nie-aangewese ambag van ;

"nie-aangewese ambagte" beteken enige van die ambagte soos omskryf in klousule 2 van Hoofstuk 2 van die Raad se Ooreenkoms;

"ooreenkoms" beteken die Hofooreenkoms van die Bounywerheidsraad (Transvaal) gepubliseer kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956;

"opleidingsprestasiëriteria (OPK)", beteken die prestasiëriteria wat die kwekeling gedurende sy institusionele opleiding in elke taak behaal;

"ORBI" die Opleidingsraad vir die Bou-Industrieë behoortlik gekonstitueer kragtens die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981);

"produksieprestasiëriteria (PPK)", beteken die prestasiëriteria wat die kwekeling gedurende sy indiensopleiding in elke taal behaal;

"Raad" beteken die Bounywerheid (Transvaal).

Ten getuie waarvan die kontrakterende partye op hede diedag van 19..... geteken het.

AS GETUIES:

1. WERKGEWER

2. Direkteur/lid/vennoot/alleeneienaar namens (handelsnaam van besigheid).....

1. VOOG

2.

1. KWEKELING.....

2.

1. RAAD

2. (Hoofsekretaris)

Geregistreer by die kantoor van die Bounywerheid (Transvaal) op hede die dag van 19.....

.....
Bounywerheidsraad (Transvaal)

KGA/BIF

BYLAE B**BOUNYWERHEIDSRAAD (TRANSVAAL)****DIENSKONTRAK VIR KWEKELING-WERKNEMER (GESPEFISEERDE AMBAG)****1. AFDELING A: PARTYE BY DIE KONTRAK**

1.1 Hierdie kwekelingkontrak voorgeskryf ingevolge klousule 6.2 van Hoofstuk 1 van die Hofooreenkoms van die Bounywerheidsraad (Transvaal) gesluit deur en aangegaan tussen—

1.1.1 van (adres)

hierna die "werkgewer" genoem;

1.1.2 van (adres)

I.D. No.

Vakansiefonds No.hierna die "kwekeling" genoem;

EN

1.1.3 Bounywerheidsraad (Transvaal), verteenwoordig deur die Hoofsekretaris.

1.2 In die geval van 'n minderjarige, bygestaan deur sy voog van (adres)

.....

2. AFDELING B: ONDERNEMING DEUR KWEKELING**2.1** Genoemde kwekeling onderneem—

- 2.1.1 om hom met die werkgewer in die gespesifiseerde ambag van te verbind vir 'n tydperk van ses maande wat 'n aanvang neem op of tot hy as kwekeling vir 'n tydperk van minstens drie maande gewerk het na voltooiing van die Opleidingsprestasiëriteria by BIFSA-opleidingsentrum, Springs;
- 2.1.2 om sy werkgewer op getroue, eerlike en ywerige wyse te dien, en al die wettige en redelike opdragte en vereistes van die werkgewer, of diegene onder wie se gesag hy geplaas word te gehoorsaam;
- 2.1.3 om geen inligting wat verband hou met die besigheid van sy werkgewer aan enige persoon, wie ook al, mee te deel of met sodanige persoon te bespreek nie;
- 2.1.4 om nie direk enige belang, hetsy as betaalde agent of werknemer, in enige ander besigheid of onderneming as dié van sy werkgewer te hê nie;
- 2.1.5 om nie sonder toestemming en/of 'n aanvaarbare rede van sy werk afwesig te wees nie;
- 2.1.6 om die diensvoorwaardes soos in hierdie kontrak vervat, te aanvaar;
- 2.1.7 om gedurende hierdie kwekelingkontrak die voorgeskrewe kursusse in sy ambag by die BIFSA-opleidingsentrum, Springs, by te woon, ten einde die modules van opleidingsprestasiëriteria met sukses te voltooi.

3. AFDELING C: ONDERNEMING DEUR WERKGEWER**3.1** Genoemde werkgewer onderneem—

- 3.1.1 om genoemde kwekeling vir die tydperk soos bepaal in paragraaf 2.1.1 van Afdeling B van hierdie kontrak, in diens te neem en om genoemde kwekeling doeltreffend te onderrig, op te lei, of doeltreffend te laat onderrig/oplei in die vaardighede gespesifiseer in ooreenstemming met die opleidingsprogram soos van tyd tot tyd deur BISFA opgestel en deur die Bounywerheidsraad (Transvaal) goedgekeur;
- 3.1.2 om wanneer die Raad hom aldus in kennis stel, die kwekeling te stuur om die praktiese opleidingskursusse by 'n institusionele opleidingsentrum wat deur die Raad goedgekeur is, by te woon vir die volle duur van die kursus soos van tyd tot tyd deur die opleidingsentrum bepaal;
- 3.1.3 om die voorgeskrewe loon aan genoemde kwekeling te betaal, en te voldoen aan al die ander diensvoorwaardes soos vervat in die Ooreenkoms van die Bounywerheidsraad (Transvaal);
- 3.1.4 om aan die kwekeling die geleentheid te gun om opleidingskursusse by die Bou-Industrieë Opleidingsentrum by te woon, wanneer die Bounywerheidsraad (Transvaal) hom aldus van sodanige bywoning in kennis stel;

4. AFDELING D: BETALING VAN LONE EN BYDRAES

- 4.1 Die kwekeling is geregtig op die minimum loontarief en bydraewardestes van tyd tot tyd deur die Raad bepaal.
- 4.2 In die geval van kwekelinge wat in die gespesifiseerde ambagte in diens is, moet lone en bydraes deur die werkgewer betaal word vir enige tydperk waarin die kwekeling die kursus by die Opleidingskollege, Springs, bywoon.

5. AFDELING E: ALGEMEEN

- 5.1 Hierdie kontrak kan slegs met wedersydse toestemming van al die partye gekanselleer of na 'n ander werkgewer oorgedra word. Die kontrak sal egter van krag bly tot dit finaal deur die Raad gekanselleer word.
- 5.2 Die werkgewer is aanspreeklik vir die indiensneming en opleiding van die kwekeling gedurende enige tydperk wat hierdie kontrak van krag is.
- 5.3 Die Raad kan egter die kontrak kanselleer na ontvangs van 'n ten volle gemotiveerde aansoek van enige van die partye, en na oorweging van die feite rondom sodanige aansoek. Die ander partye moet skriftelik deur die Raad van sodanige kansellasië in kennis gestel word. Die bepalinge van die Raad se Ooreenkoms met betrekking tot verbode diens is van toepassing na kansellering van die kontrak, indien die werkgewer voortgaan om die werknemer in sy diens te behou.
- 5.4 Die bepalinge van die Raad se Ooreenkoms is waar nie strydig met die kontrak nie, op alle kwekelinge en hulle werkgewers van toepassing.
- 5.5 Werkgewers en/of hulle kwekelinge word gesamentlik en afsonderlik aanspreeklik gehou vir enige koste aangegaan in gevalle waar kwekelinge versuim om die voorgeskrewe kursusse by te woon. Die Raad moet egter enige of beide partye vrystel van die betaling van die koste indien geldige redes vir sodanige versuim verstrek word.

6. AFDELING F: OMSKRYWING

“BIFSA-opleidingsentrum” beteken die opleidingsentrum van die Bou-Industrieë Suid-Afrika, 'n werkgewers-federasie, geregistreer kragtens die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), wat optree in die hoedanigheid van administrateur van die Werwings- en Opleidingsfonds van die Bounywerheid te Argonweg 33, Fulcrum, Springs;

"Gespesifiseerde Ambagte" beteken enige van die vaardighede soos omskryf in klousule 1 van Hoofstuk 2 van die Raad se Ooreenkoms;

"Kwekeling" beteken kragtens hierdie kontrak 'n kwekeling-werknemer (gespesifiseerde ambag) ingeskryf/ geregistreer as sodanig, ongeag geslag, en wat opleiding ontvang in die gespesifiseerde ambag van. ;

"Ooreenkoms" beteken die Hofooreenkoms van die Bounywerheid (Transvaal), gepubliseer kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956;

"Opleidingsprestasië-kriteria (OPK)" beteken die prestasiëstandaarde wat die kwekeling gedurende sy institusionele opleiding in elke taak behaal;

"ORBI" beteken die Opleidingsraad vir die Bou-Industrieë, behoorlik gekonstitueer kragtens die Wet op Mannekrag-opleiding, 1981 (Wet No. 56 van 1981);

"Raad" beteken die Bounywerheidsraad (Transvaal).

Ten getuie waarvan die kontrakterende partye op hede die dag van 19 geteken het.

AS GETUIE:

1. WERKGEWER.....

2. Direkteur/vennoot/alleeneienaar namens (handelsnaam van besigheid

1. VOOG

2.

1. KWEKELING.....

2.

1. RAAD

2.

(Hoofsekretaris)

Geregistreer by die kantoor van die Bounywerheidsraad (Transvaal) op hede die dag van

19

Bounywerheidsraad (Transvaal)

Geteken op hede die 7de dag van November 1996.

C. DE KOCK,

Voorsitter.

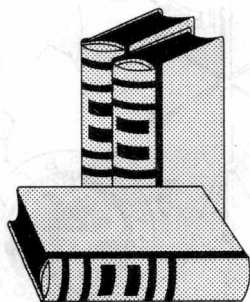
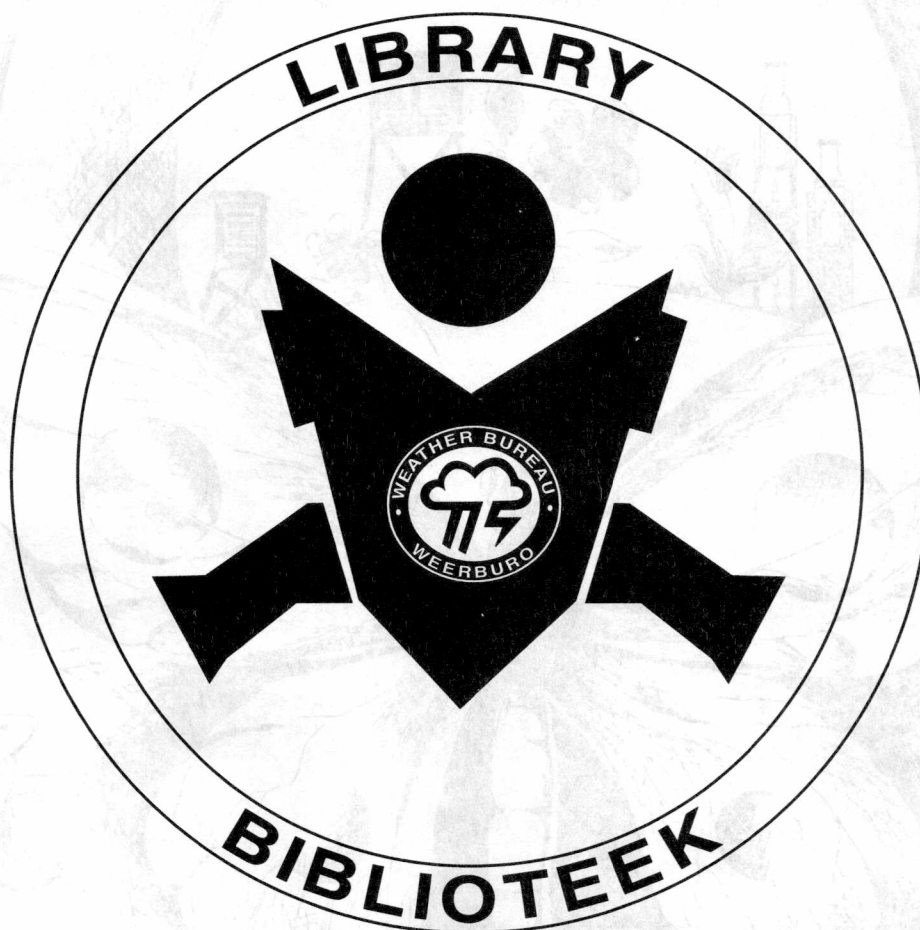
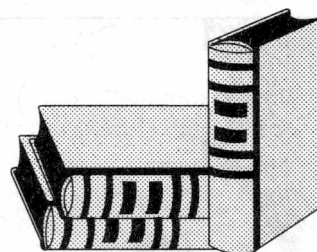
N. K. MOLOTO,

Ondervoorsitter.

W. DE J. STAPELBERG,

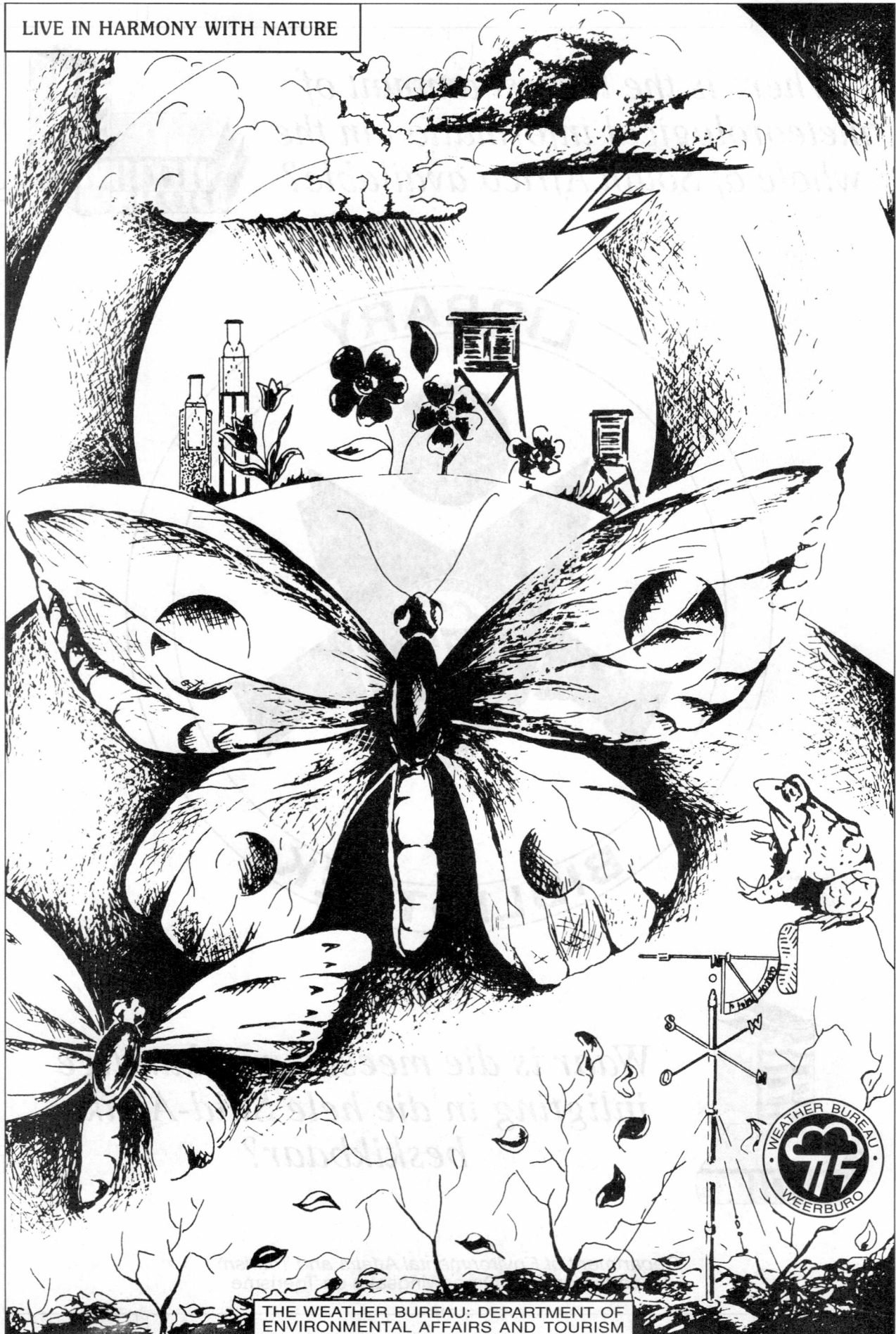
Hoofsekretaris.

Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

LIVE IN HARMONY WITH NATURE



THE WEATHER BUREAU: DEPARTMENT OF
ENVIRONMENTAL AFFAIRS AND TOURISM



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