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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6498 **12 August 2025**

LABOUR RELATIONS ACT, 1995

BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE):

CANCELLATION OF GOVERNMENT NOTICE

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 3667 of 14 July 2023 from the second Monday after the date of publication of this notice.

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 7/8/25

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YEZOKWAKHA (IKAPA ELIHLE LESITHEMBISO):

UKWESULWA KWESAZISO SIKAHULUMENI

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iSaziso sikaHulumeni esingunombolo R. 3667 somhlaka 14 kuNtulikazi 2023 kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesisaziso.

MS N METH, MP

UMGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 7/8/25

LABOUR RELATIONS ACT, 1995

BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE): EXTENSION TO NON-PARTIES OF THE CONSOLIDATED MAIN COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, which was concluded in the **Building Industry Bargaining Council (Cape of Good Hope)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this agreement and for a period ending 31 October 2028.

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 7/8/25

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE): UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIHLANGANISAYO SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) sifundwa kanye nesigaba 32(8) soMthetho Wobudlelwano KwezabaSebenzi ka1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yezokwakha (Ikapa Elihle Lesethembiso), futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesisi Vumelwano futhi kuze kube ngumhlaka 31 kuMfumfu 2028.

MS N METH, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 7/8/25

SCHEDULE

BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE)

COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act No. 66 of 1995 (as amended), made and entered into by and between the:

BOLAND MASTER BUILDERS AND ALLIED TRADES' ASSOCIATION

(BOLAND MBA)

CONSOLIDATED EMPLOYER ORGANISATION

(CEO)

MASTER BUILDERS AND ALLIED TRADES' ASSOCIATION WESTERN CAPE
(MBA WC)

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

BUILDING WOOD AND ALLIED WORKERS' UNION OF SOUTH AFRICA
(BWAWUSA)

BUILDING WORKERS' UNION

(BWU)

NATIONAL UNION OF MINEWORKERS

(NUM)

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

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CHAPTER ONE: SCOPE OF APPLICATION, PERIOD OF OPERATION OF AGREEMENT, INDUSTRIAL ACTION, LEVELS OF BARGAINING AND DEFINITIONS

1. SCOPE OF APPLICATION

1) The terms of this Agreement shall be observed in the Building Industry –

   a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions;

   b) by all employers who are not members of the employers' organisations and by all employees who are not members of the trade unions;

   c) as defined hereunder excluding all electrical activities undertaken in the Magisterial Districts of Bellville, Goodwood, Kuils River, Malmesbury, Mitchells Plain, Paarl, Simonstown, Somerset West, Stellenbosch, Strand, The Cape, Wellington, Wynberg and the Local Municipality of Overstrand; and

   d) as defined hereunder including the manufacture and erection of gravestones and cemetery memorials of all types in the Magisterial Districts of Bellville, Goodwood, Kuils River, Malmesbury, Mitchells Plain, Paarl, Simonstown, Somerset West, Stellenbosch, Strand, The Cape, Wellington, Wynberg and the Local Municipality of Overstrand; and

2) Notwithstanding the provisions of sub clause (1), the terms of this Agreement shall apply to -

   a) employees in the Building Industry undergoing training consistent with the provisions of the Skills Development Act, 1998;

   b) temporary employment services, labour-only contractors, working partners, working directors, principals, contractors and working members of close corporations who do work in the Building Industry.

3) Notwithstanding the provisions of sub clause (1), the terms of this Agreement shall not apply to –

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a) clerical employees, supervisory staff and administrative staff, unless hourly paid; and

b) university students and graduates in Building Science, and to construction supervisors, construction surveyors and other persons doing practical work in order to complete their academic training; and

c) non-parties unless the Agreement is extended to non-parties in respect of clauses 45, 46 and 48 of this Agreement.

4) If any conflict arises between the scope of this Agreement and the Council's registered scope (or any subsequent version thereof), the provisions of the registered scope will prevail.

2. PERIOD OF OPERATION OF AGREEMENT

1) This Agreement shall come into operation on a date fixed by the Minister of Employment and Labour in terms of section 32(2) of the Labour Relations Act 66 of 1995 and shall remain in force until 31 October 2028.

2) The Minister of Employment and Labour may extend the operation of the Agreement to non-parties from the effective date.

3. INDUSTRIAL ACTION

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

4. LEVELS OF BARGAINING

The Council shall be the sole forum for negotiating all matters pertaining to all agreements entered into by the Council.

5. DEFINITIONS

In this Agreement, unless the context indicates otherwise:

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1) Any expressions used in this Agreement which are defined in the Labour Relations Act 66 of 1995, shall have the same meaning as in that Act, and any reference in this Agreement to an Act shall include any amendment to such Act; further, unless the context otherwise indicates-

2) In this Agreement, words importing the singular shall include the plural and vice versa, words importing any gender shall include the other gender and words importing persons shall include partnership and bodies corporate or any other format of business.

5A: GENERAL DEFINITIONS

"Act" means the Labour Relations Act 66 of 1995 as amended, including regulations promulgated thereunder;

"Agreement" or **"Collective Agreement"** means this Agreement entered into by the Parties in terms of the Act, and includes any other collective agreement including any previous collective agreement;

"Alternative building systems": including all alternative building systems utilised for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures. These systems include, but are not limited to the following type of activities:

a) tilt-up construction techniques;

b) use of Interlocking or self-locking blocks;

c) hollow core walling technique;

d) use of metal containers to form a structure.

"Apprenticeship" means a Learner/Apprentice registered with the Construction SETA as an apprentice.

"Area A" means the Magisterial Districts of Bellville, Goodwood, Kuils River, Mitchells Plain, Simonstown, Somerset West, Strand, The Cape, Wynberg.

"Area B" means the Magisterial Districts of Paarl, Stellenbosch, and Wellington.

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"Area C" means the Magisterial District of Malmesbury.

"Area D" means the Municipal area of Overstrand.

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

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

"Block" means a walling unit of which the face dimensions exceed either 300mm in length or 150mm in height.

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

"Building Industry" or **"Industry"** means, subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956, and without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or making articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere: Provided that such manufacturing activities shall be limited to the specific manufacturing activities that are mentioned in the following trades or subdivisions thereof, and shall further be limited to the carrying out of such activities by an employer who is associated with his employees for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures for use by him in the conducting of building work, and includes all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolitions were

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not carried out for the purpose of preparing the sites for building operations but does not include the wiring of or installation in buildings of lighting, heating or other permanent electrical fixtures, and the installation, maintenance or repair of lifts in the buildings:

"Concrete work" includes the supervision of concrete being placed in situ and levelling the surfaces thereof;

"Contractors" means a person or firm that undertakes a contract to provide materials or labour to perform a service or do a job.

a) **"Main Contractor**" means the company that manages a construction project from start to finish. They are also known as the principal contractor or head contractor.

b) **"Sub-Contractors**" means a company or person whom a main contractor hires to perform a specific task as part of an overall project and normally pays for services provided to the project.

c) **"Labour only contractor"** means a form of contracting in which the contractor supplies only the labour for a project.

"Continuous employment" means any period during which an employee has been continuously employed by the same employer, and for this purpose periods of employment with the same employer broken by not more than 60 days from date of termination of employment to re-engagement of the employee owing to the discharge or retrenchment of the employee by the employer shall be deemed to be continuous service;

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

"Day" means a calendar day excluding a public holiday and the annual industry shut down period;

"Employee" means;

a) any person, excluding an independent contractor, who works for another person or for the State and who receives, or is entitled to receive, any remuneration as defined in the Basic Conditions of Employment Act 75 of 1997;

b) any person who is presumed to be an employee in terms of section 200A of the Act; and

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c) any other person who in any manner assists in carrying on or conducting the business of an employer.

The definition of Employee excludes any person who earns in excess of the amount determined from time to time by the Minister of Employment and Labour in terms of section 6(3) and 35(5) of the Basic Conditions of Employment Act, 75 of 1997.

"Employer" means any person, including an independent contractor, who

a) employs or provides work to any person and remunerates or expressly or tacitly undertakes to remunerate that person; or

b) in any manner conducts his business by contracting with main contractors, developers, project managers, independent contractors, subcontractors or their respective subcontractors; even if that employer has no employees; or

c) carries on an associated or related activity or business by or through an employer if the intent or effect of their doing so is or has been to directly or indirectly defeat the purposes of this Agreement.

"Fixed-term contract" means a contract terminating on a special date stipulated in the contract;

"Floor laying and wall covering" includes laying and fixing of floors of wood, mosaic, composition, rubber or any other material; sandpapering of same, and the fixing of all types of flooring or wall coverings in tile or sheets, including resilient flooring, linoleum, inlaid linoleum, althoid, asphalt tiles or asphalt-based materials, cork, rubber, carpeting, vinyl and plastic compositions; supervision of artisan's assistants engaged on floor laying and floor and wall covering;

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

"General fund" means Council funds excluding Sick Fund, Medical Aid Fund, Tool Fund, Pension Scheme and Provident Fund, Holiday Fund, and Bonus Funds;

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

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

"Industry" means without in any way limiting the ordinary meaning of the expression, the building industry as defined in the BIBC's registered scope (or variation thereof);

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

"Light-making" includes the manufacture and/or fixing of lead and/or metal lights and display signs other than electrical lights or signs and glazing related thereto;

"Masonry" includes stone masonry, stone-cutting and building (also the cutting and building of ornamental and monumental stonework), concreting and fixing or building pre-cast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating a portable spinner and flexible cutting, finishing and other stone working machine, stone-polishing machinery, and sharpening mason's tools and drawing, designing and setting out of letters and enrichments; cutting and carving of letters by hand and pneumatic hammer; final surfacing and finishing of the material whether or not the fixing in the building or structure is done by the person making or preparing the article used;

"Mass-manufacturing section" means that section of the building industry 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 articles which are manufactured for use in the erection, completion, renovation, repair, maintenance or alteration of building or structures and include all work executed or carried out by persons in such workshops, excluding clerical employees and administrative staff, who are engaged in the mass manufacture and/or assembly of roof trusses, laminated beams, mouldings, skirting boards, panelling, ceiling boards, hollow core floor panels, cantilevers, lintels, precast staircases, floor blocks, building blocks, including those manufactured from alternative materials, windows / doors / window frames and door frames made of wood, aluminium or other material, kitchen cupboards and other kitchen fittings, partitioning, shop, office and bank fittings and other fixtures which are built in and/or affixed to buildings and structures. This section includes the manufacture of wooden components which includes but is not limited to the cutting and edging of chipboard, laminating chipboard with

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melamine, or any other type of laminate, the manufacture of post form tops which include, but is not limited to the cutting and edging thereof with melamine;

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

"Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making and erecting gravestones and cemetery memorials of all types;

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

"Off-site workshop" means any premises which is not situated on a site where building construction activities are being carried out and which are registered or are liable for registration as a 'factory' in terms of the provisions of the Occupational Health and Safety Act 85 of 1993 as amended, and on which any activities in connection with the mass-manufacturing of the building industry, using woodworking machines including, but not limited to, portable electric and/or pneumatic tools, are being carried out;

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

"Paving" means a surface that is constructed by manual or mechanical means utilising pre-manufactured segmental, slab, brick, block or cobble units laid to form a hard surfacing. Areas of application shall be deemed to include all sites requiring such surfacing. This includes, but is not limited to, parking areas, pavements, driveways, pool surrounds, patios, roads and forecourts;

"Period determined by the Council" means a period prescribed to be not later than the 7th day of each month in respect of every employee employed by the employer during the preceding month;

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"Plastering" includes moulding, mould-making, facing casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing, operating a portable spinner and flexible cutting and finishing machine, pre-cast or artificial stone work, wall and floor tiling or cladding, 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" includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drain laying, caulking, ventilating, heating, hot and cold water fitting, fire prevention installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

"Principal" means the most important or senior person in an organisation or group;

"Remuneration"[1] means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for any other person;

"Scaffold" means any structure of framework used for the support of persons, equipment and material in elevated positions in connection with building or excavation work;

"Shop, office and bank fitting" includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

"Skills and Education Trust" means the MBAWC Skills and Education Trust, trust deed number IT1029/2001;

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[1] The calculation of remuneration is subject to section 35(5) of the Basic Conditions of Employment Act 75 of 1997.

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"Skilled worker" means a worker who has special skill, training or knowledge which they can then apply to their work. A skilled worker may have attended a college, university, or technical school. Alternatively, a skilled worker may have learned their skills on the job;

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

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

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

"Temporary employment service" or Labour Broker means any person who, for reward, procures for or provides to a person (hereinafter referred to as the 'client') other persons-

a) who render services to, or perform work for, the client; and

b) who are remunerated by the temporary employment services.

"Wage" means the basic wage prescribed in terms of clause 18 of this Agreement in respect of the ordinary hours laid down in clause 19;

"Woodworking" includes carpentry and veneer panelling and the polishing and sandpapering of same, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, fixing corrugated iron or asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceiling and wall covering, plugging walls, covering flooring, including wood, linoleum, rubber compositions, asphalt-based floor covering or cork, and the sandpapering of same, operating of portable spinner and flexible cutting, finishing and polishing machine, shuttering and/or preparing forms of moulds for concrete, cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

"Working directors" means the director of a private company who is actively engaged in conducting the affairs of the business;

"Working members of close corporations" means the owners of a closed corporation who are the members of the company. Members have a membership interest in the closed corporation and work in/for the business;

"Working partners" means an individual who is a partner of the business and is actively engaged in conducting the affairs of the business.

5B: REGISTERED CATEGORIES OF EMPLOYMENT

"Apprentice 1st year" means an employee who has completed less than 55% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"Apprentice 2nd Year" means an employee who has completed 55%-74% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"Apprentice 3rd Year" and a means an employee who has completed 75%-99% of credits applicable to his trade, but has not completed a trade test, but could be regarded as proficient in the relevant trade.

"Artisan" means a person who is registered as such in terms of clause 17 of this Agreement.

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

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a) drivers of vehicles which require the driver to be in possession of a Code C1 licence or above;

b) drivers of vehicles which require the driver to be in possession of a Code A, A1 or B licence or below.

"General worker" means an employee who is not a Labourer and who operates at a level higher than a Labourer, who has developed specific skills recognised by his employer.

"Labourer" is an employee responsible for cleaning and carrying out various unskilled manual and mechanised tasks, relating to:

a) the mixing and placing of materials, for incorporation into the final building elements, and in temporary or false works;

b) all unskilled aspects of work pertaining to the general preparation of construction sites for the erection, alteration to and modification of structures and buildings; and

c) the unloading, moving, placing and loading of raw materials, plant and equipment and the operation and cleaning of small construction machinery, such as concrete mixers, compactors and concrete vibrating equipment.

"Security guard" means any employee who is engaged in protection or safeguarding property and/or premises in any manner, including but not limited to guarding, patrolling, watching over of security property and/or premises.

"Tradesman" means a skilled worker who is not on a path to completing a trade test in order to be certified as an Artisan.

"Tradesman Class 2" means a tradesman who has completed 75%-99% of credits applicable to his trade, has not completed a trade test, but could be regarded as proficient at this level in the relevant trade.

"Tradesman Class 3" means a tradesman who has completed 55%-74% of credits applicable to his trade, has not completed a trade test, but could be regarded as proficient at this level in the relevant trade.

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"Tradesman Class 4" means a tradesman who has completed less than 55% of credits applicable to his trade, has not completed a trade test, but could be regarded as proficient at this level in the relevant trade.

5C: TRADES AND OCCUPATIONS

"Alternative building systems Installer 2" means an employee registered and remunerated as a Tradesman Class 4, who is able to perform activities associated with alternative building systems.

"Alternative building systems Installer 3" means an employee registered and remunerated as a Tradesman Class 3, who is able to perform activities associated with alternative building systems.

"Aluminium Installer/Fixer" means an employee is registered and remunerated as a non-designated Artisan in terms of clause 17 of this Agreement and who exclusively works on a construction site as and is engaged in all of the following activities:

a) using tools of the trade effectively;

b) identifying and transferring datum and grid lines;

c) setting out and marking out accurately;

d) drilling holes at correct centres, plumb and square;

e) using correct lengths of plugs and screws;

f) to accurately and effectively install windows, doors, shop fronts, curtain walls, glass assemblies, glass balustrades, roof tiles, attached correct ironmongery, apply silicone sealant accurately and neatly.

"Aluminium Manufacturing Worker" means an employee registered and remunerated as a Tradesman Class 3 and is engaged in all of the following activities:

a) interpreting the working drawing for a particular product including relevant details;

b) doing all setting out activities and making up all materials for machining or further processing;

c) processing material with on-programmable machine/tools;

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d) reporting technical complications and effectively performing his function within the production line as prescribed by such working drawing.

"**Assistant floor layer** means an employee registered and remunerated as a Tradesman Class 2 and who works under the supervision of a floor layer.

"Banksman" means an employee who is registered as a Tradesman Class 4 and who demonstrates an integrated practical and theoretical grounding in Crane Operations, inspecting and evaluating lifting gear, preparing and slinging regular loads, as well as communicating during crane operations.

"Block layer" means an employee who is registered as a Tradesman Class 2 and who is engaged in the laying of blocks as defined in this Agreement, on any type of construction, or the laying of paving slabs, precast concrete channels and kerbs.

"Bricklayer" means an employee who is registered as an Artisan with the Council in terms of clause 17 of this Agreement and who engages in bricklaying and related works to lay bricks, pre-cut stones and other types of building blocks in mortar to construct and repair walls, partitions, arches and other structures.

"Carpenter" means an employee who is registered as such with the Council in terms of clause 17 of this Agreement and who cuts, shapes, assembles, erects, maintains and repairs various types of structures and fittings made from wood and other materials.

"Carpet fitter" means an employee who is registered as a Tradesman Class 2 and who, under the supervision of a carpet layer, is engaged in one or more of the following activities:

a) fixing of all types of carpet wall coverings, excluding gauging, panelling, marking out and setting out;

b) laying and/or fixing and/or fitting and/or stretching of all types of carpeting, excluding marking out and setting out.

"Carpet layer" means an employee who is registered as a Tradesman in the Class related to the Tradesman proficiency level 2, 3 or 4, and who is engaged in one or more of the following activities: The laying and/or fixing and/or fitting and/or stretching of all types of carpeting and carpet wall coverings, including the supervision of employees engaged in carpet fitting and the fitting of carpet wall coverings, and of general workers.

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"Ceiling and/or partition worker" means an employee who is registered as such with the Council and who, under the supervision of an Artisan, is engaged in one or more of the following activities: all operations connected with the fixing of metal partition grids, excluding plumbing and levelling; all operations connected with the suspension of metal ceiling grids, excluding levelling; applying dry-wall tape and jointing compound; cutting and fitting of ceiling panels to metal grid systems; fitting dry-wall sheets; fitting partitions panels; fitting pre-cut glass; fitting skirting, glazing beads and cover strips; operating a compressed air nailing machine; operating a spray gun to apply glue or plaster mix; square cutting, using an aluminium cut-off saw; using a drilling machine; using a dry-wall screwdriver.

"Clerical worker" means an hourly paid worker receiving benefits applicable to Tradesman Class 3.

"Designated Glazier" means an employee registered and remunerated as an Artisan with the Council in terms of clause 17 of this Agreement and is engaged in one or more of the following activities and has completed the SAQA requirements for a Designated Glazier:

a) performing all the following functions independently as prescribed on the workshop drawings; identify glass; gaskets; beads; cut glass; accurately position packers; glaze windows; glaze shop fronts; glaze curtain walls; glass and assemblies and flush glaze;

b) engaged in the final fitting of glass into frames.

"Driver code EC1 and above" means an employee who is registered as a Tradesman Class 2 and who operates an articulated heavy motor vehicle (heavy motor vehicle drawing a trailer[s]).

"Floor layer means an employee who is registered as a Tradesman in the Class related to the Tradesman proficiency level 2, 3 or 4, and who is engaged in one or more of the following activities: laying and fixing of all types of floor or wall coverings, including wood, composite rubber, resilient flooring, linoleum, asphalt tiles, or asphalt based materials, cork, rubber, vinyl, and plastic composition or any other similar material excluding carpeting, and supervising of assistant floor layers and general workers.

"Joiner" means an employee who is registered as an Artisan with the Council in terms of clause 17 of this Agreement and who cuts, shapes, assembles, erects, maintains and repairs various types of structures and fittings made from wood and other materials.

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"Joinery assembler" means an employee who is registered as a Tradesman Class 3.

"Leading hand/junior foreman" means an hourly paid person in a supervisory position receiving benefits applicable to an Artisan.

"Machine Operator" means an employee who is registered as a Tradesman Class 2 and is engaged in all of the following activities:

a) interpreting the working drawings and details for machining;

b) independently setting out and marking up all material for machining and processing;

c) independently operating a programmable machine to cut or cut out openings/slots/grooves on materials as per details on working drawings;

d) write up formulae for programmable machine;

e) performing minor checks and minor machine repair.

"Manufacturing worker" means an employee who is registered as a Tradesman Class 4.

"Non-Designated Glazier" means an employee who is registered as a Tradesman Class 2, who is engaged in all of the following activities but has not completed the requirements for a Designated Glazier:

a) performing all the following functions independently as prescribed on the workshop drawings; identify glass; gaskets; beads; cut glass; accurately position packers; glaze windows; glaze shop fronts; glaze curtain walls; glass and assemblies and flush glaze;

b) engaged in the final fitting of glass into frames.

"Painter" means an employee who is registered as an Artisan with the Council in terms of clause 17 of this Agreement and who prepares surfaces of buildings and other structures for painting and applies protective coatings to manufactured items or structures.

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

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a) registered as a Driver, this person must be in possession of a Code C1 licence or above; operators of plant which requires the plant operator to be in possession of a Code A, A1 or B licence;

b) registered as a Tradesman Class 2, "Crane drivers" has proven competencies as per the Driven Machinery Regulations Code C41 (tower crane top slewing) or Code C42 (tower crane bottom slewing).

"Plasterer" means an employee who is registered as an Artisan with the Council in terms of clause 17 of this Agreement and who installs, maintains and repairs plasterboard in buildings and applies decorative and protective coverings of plaster, cement and similar material to the interiors and exteriors of structures.

"Plumber" means an employee who is registered as an Artisan with the Council in terms of clause 17 of this Agreement and who assembles, installs, repairs and maintains pipe systems, fittings and fixtures for water, gas, drainage, sewerage systems, and hydraulic and pneumatic equipment.

"Roofer" means an employee who is registered as a Tradesman Class 2 and who is responsible for the setting out of a roof from drawings or otherwise, who determines the positions of battens, slates, tiles, sheets and other roofing materials, including shingles, thatch, etc. who may fix flashings, gutters and downpipes to roofs, who is in charge of and supervises the work of others engaged in roof construction.

"Scaffold erector" means an employee who is registered as a Tradesman Class 4 and is able to identify, erect and dismantle all types of scaffolding systems according to SANS 10085.

"Stonemason" means an employee who is registered as an Artisan with the Council in terms of clause 17 of this Agreement and who cuts and shapes hard and soft stone blocks and slabs for the construction and maintenance of stone structures and monumental masonry and carve designs and figures in stone.

"Tiler" means an employee who is registered as an Artisan with the Council in terms of clause 17 of this Agreement and who installs, maintains and repairs flooring, and covers floors, walls and other surfaces with tiles or mosaic panels for decorative and other purposes.

"Tower crane operator" means an employee who is registered as a Tradesman Class 2 and is a "crane driver" with proven competencies as per the Driven Machinery Regulations for:

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a) Code C41 (tower crane top slewing); or

b) Code C42 (tower crane bottom slewing).

"Waterproofing worker" means an employee remunerated as a Tradesman Class 4 and who is engaged in one or more of the following activities: Waterproofing and damp proofing of all horizontal, sloping or vertical surfaces (including all types of tanking) with all types of roofing membranes, sheeting and liquid or semi-liquid or mastic coatings; Applying protective paint and/or coating to waterproofing surfaces; All other work in connection with waterproofing and damp proofing.

CHAPTER TWO: GENERAL DUTIES OF EMPLOYERS AND SUB-CONTRACTING PARTIES

6. REGISTRATION OF EMPLOYERS

1) Every employer in the industry who falls within the registered scope of the Council shall register with the Council within fourteen (14) calendar days of operating within the scope of this Agreement.

2) An employer shall register with the Council by furnishing the required particulars to the Council on the prescribed form and shall provide evidence that an application has been made for registration with the South African Revenue Services relating to tax and value-added tax (if applicable), registration with the Unemployment Insurance Fund and registration under the Compensation for Occupational Injuries and Diseases Act, 1993.

3) The Council may refuse to register an employer with the Council if that employer is substantially the same employer as a previously registered employer who remains indebted to the Council.

4) If the Council agrees to register such an employer, the registration shall be subject to that employer providing a wage guarantee at the discretion of the Council that equates to at least the wages of ten (10) general workers' employment for three (3) months.

5) The Council may cancel an employer's registration with the Council if that employer is found to be substantially the same as a previously registered employer who remains indebted to the Council. The deregistered employer will continue to use the same profile of the indebted business, to purchase benefits.

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

7) A certificate of registration signed by either the Chairperson or the Secretary of the Council shall be issued to each registered employer. A newly registered employer shall receive free orientation training from the Council relating to employment legislation, this Agreement and the preparation of wage records.

8) The Council shall have the right at any time to call upon any employer to submit a report on any project or site, in a form and manner prescribed by the Council, relating to all sub-contractors that are utilised by the employer, details of the employees utilised by the sub-contractor and the category of employment.

9) Newly registered employers must ensure full compliance with this Agreement within two (2) weeks of registration. This grace period is only available to an employer who is a new entrant into the Building Industry.

10) A newly registered employer shall be regarded as being compliant for a period of two (2) weeks which period shall commence from the date of registration with this Council if the employer is new to the Building Industry.

7. COMPLIANCE BY EMPLOYERS, SUBCONTRACTING AND USE OF TEMPORARY EMPLOYMENT SERVICES

This clause must be read in conjunction with the Code of Good Practice: Joint and Several Liability, published herein as an Annexure.

1) The Council shall keep a register of employers in good standing and a register of employers not in good standing which registers shall be generally made known and published and shall be available to any person on request.

2) An employer shall be in good standing with the Council for purposes of this clause if:

   a) the employer is registered as an employer with the Council: and

   b) the employer is compliant with all obligations provided for in this Agreement to be fulfilled by an employer.

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3) No employer ("the subcontracting party") may subcontract any work (this includes the provision of temporary employment services) that falls under the definition of "Building Industry" or Industry" in clause 5 of this Agreement, to another employer who is subject to this Agreement ("the subcontractor"), unless both the subcontracting party and the subcontractor are, at all times during the subcontracting, employers in good standing.

4) Regardless of whether or not sub clause (3) above has been complied with-

   a) section 200B of the Act applies to a subcontracting party who, by or through a subcontractor, intends or the effect of doing so is or has been to directly or indirectly defeat the purposes of this Agreement;

   b) the subcontracting party and the subcontractor (or the temporary employment service) are jointly and severally liable if the subcontractor, in respect of any of its employees, contravenes:

      i. this Agreement or any other Council agreement regulating terms and conditions of employment and/or benefits;

      ii. a binding arbitration award that regulates or relates to terms and conditions of employment; or

      iii. the Basic Conditions of Employment Act. No 75 of 1997, as amended from time to time.

5) Notwithstanding the provisions of clause 4, any person determining whether a contravention has occurred, must have consideration for the guidelines and principles established by the Compliance Committee in respect of this clause, as envisaged by clause 56(2)(b) of this Agreement, and published from time to time.

6) No employer may utilise a temporary employment service or Labour Broker for work in connection with the Building Industry unless, both the employer and the temporary employment service are, at all times during the use of the temporary employment service, employers in good standing with the Council. The provisions of section 198 of the Act, shall apply to any employer who enters an agreement to utilise a temporary employment service or Labour Broker for work in connection with the Building Industry.

7) A main contractor must keep a record of their subcontractors' compliance with the Agreement(s) for at least five (5) years in the form of the records listed in clause 10 of this Agreement.

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8. REGISTRATION OF EMPLOYEES

1) All persons employed in the Building Industry shall be registered with the Council and the employer of such an employee shall be responsible for the registration of the employee, including apprentices and learners, with the Council within ten (10) working days of commencement of employment, provided that all provisions of this Agreement are applicable from the later of the first day of employment or from the effective date of this Agreement including, but not limited to, minimum wages and employee benefit contributions.

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

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

4) Every employee who has been registered in terms of this clause shall, upon accepting employment in the Industry, produce his BIBC identity card to his employer and also to any Agent of the Council on request.

5) In the event that an employee's labour category changes, the employee must visit a BIBC branch as soon as possible after the change with a valid form of identification in order to collect an updated employee registration card.

9. WAGE PAYMENT PROCEDURE

1) **Payment of wages**:

   a) An employee shall receive payment of his wages at a time and place determined by his employer: Provided that payment shall be made-

      i. at weekly, fortnightly or monthly intervals;

      ii. in cash, or by means of electronic bank transfer, as agreed, between the employer and the employee; and

      iii. not later than close of business on the final working day of each pay interval.

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

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

d) Every employer shall provide each of his employees the following information in writing (payment advice or payslip) on each day that the employee is paid:

i. the employer's name and physical address;

ii. the employee's name, occupation and registered category of employment in terms of this Agreement;

iii. the period for which the payment is made;

iv. the employee's remuneration in money;

v. the amount and purpose of any deduction made from the remuneration including contributions to the Council stipulating each contribution separately;

vi. the actual amount paid to the employee;

vii. the employee's rate of remuneration and overtime rate;

viii. the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;

ix. the number of hours worked by the employee on a Sunday or public holiday during that period; and

x. a calculation of the employee's gross remuneration, deductions, overtime payments, allowances and net remuneration.

e) All payment advices, payslips and payments made in cash shall be enclosed in a sealed envelope.

f) An employer shall, at the time of payment of an employee's remuneration, make the requisite benefits payment to the Council via the benefit code system by the 7th of the month following the month for which the payment was due.

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2) **Deductions from wages:**

a) An employer shall be entitled to make deductions from an employee's wages in respect of deductions prescribed in the following clauses:

i. 31(13) and (14) in terms of the Pension Fund or Provident Fund;

ii. 43(1) in terms of the Council levy;

iii. 46 in terms of trade union subscriptions; and

iv. 33(3) in terms of the Medical Aid Fund.

b) if the employer is entitled or required to do so by law;

c) if there was an error made in the payment to the employee by the employer or by the Council; and

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

10. RECORD KEEPING

1) **Written particulars of employment:** An employer must supply an employee, when the employee commences employment, with the following particulars in writing—

a) the full name and address of the employer;

b) the name, occupation and registered category of employment in terms of this Agreement and a brief description of the work for which the employee is employed;

c) the place of work, and, where the employee is required or permitted to work at various places, an indication of this;

d) the date on which the employment began;

e) the employee's ordinary hours of work and days of work;

f) the employee's wage or the rate and method of calculating wages;

g) how frequently remuneration will be paid;

h) any deductions to be made from the employee's remuneration;

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i) the leave to which the employee is entitled;

j) the period of notice required to terminate employment, or if employment is for a specific period, the date when employment is to terminate with a justification for temporary employment in terms of section 198B of the Act, where applicable;

k) any period of employment with a previous employer that counts towards the employee's period of employment;

l) a description of the Council;

m) a list of any other documents that form part of the contract of employment, indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.

2) When any matter listed in subsection (1) changes—

a) the written particulars must be revised to reflect the change; and

b) the employee must be supplied with a copy of the document reflecting the change.

3) If an employee is not able to understand the written particulars, the employer must ensure that it is explained to the employee in a language and in a manner that the employee understands.

4) Written particulars in terms of this section must be kept by the employer for a period of three years after the termination of employment.

5) **Keeping of records**: Every employer must keep a record for at least five (5) years containing the following minimum information:

a) the employee's name and occupation;

b) the time worked by each employee;

c) the remuneration paid to each employee;

d) the registration category of each employee in terms of this Agreement;

e) the identity number or other available identification number; and

f) any other information prescribed by any law.

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6) No employer may make a false entry in a record maintained in terms of sub clause (4) and (5).

11. STORAGE AND PROVISION OF TOOLS

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

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

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

12. SHELTER AND ABLUTION FACILITIES

1) At any site where the building operations are being carried out employers shall provide suitable accommodation (refer to clause 25 for overnight accommodation) in terms of the construction regulations-

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

   b) to serve as a change room: Provided that the provisions of this sub clause shall not apply to jobbing work and on sites where fewer than ten (10) employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit of accommodation for a change room; and

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

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

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

13. NOTICE BOARD

Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice- board of a size not less than 60 cm by 45 cm or a notice board approved by the Council showing clearly the name and trading name of the company or partnership and address of such employer or partnership in letters not less than 75 mm high, provided that subcontractors may use letters not less than 50mm high.

14. HEALTH AND SAFETY

1) Occupational health and safety is governed by the Occupational Health and Safety Act 85 of 1993 (OHSA), as amended and The Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COID Act), as amended. Monitoring, reporting and enforcement powers of both Acts are vested in the Department of Employment and Labour Inspectorate.

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CHAPTER THREE: CATEGORIES OF EMPLOYMENT

15. GENERAL PROVISIONS

1) All Employees shall be registered as defined in clause 5 and receive the benefits and wages associated with the categories of employment.

2) Employers must contact the Council on the first day of employment to establish the employee's registered category.

16. LEARNER/APPRENTICESHIP

1) A registered employer or an employers' organisation acting in terms of a group scheme may employ a person as a Learner/Apprentice under a contract of Learnership/Apprenticeship in accordance with the Skills Development Act 97 of 1998 (as amended), and the Council shall register such person as a Learner/Apprentice subject to the following terms and conditions:

   a) the person has been registered as a Learner/Apprentice by the Construction Education Training Authority (CETA);

   b) the Learner/Apprentice shall be entitled to perform work in a designated trade only once the Council has received from the CETA a valid certificate of registration for the Learner/Apprentice in respect of such trade;

   c) for purposes of his Learnership/Apprenticeship, the Learner/Apprentice shall be entitled to undergo training with his employer or under the auspices of any accredited training institution;

   d) upon successful completion by the Learner/Apprentice of the necessary group of credits in respect of a course of training as provided for by the Quality Council for Trades and Occupations (QCTO), the Council shall register the Learner/Apprentice in the appropriate tradesman category; and

   e) a Learner/Apprentice shall be entitled to the payment of wages in accordance with the wage prescribed in terms of clause 18 in respect of the category of tradesman in which he is registered from time to time.

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2) An Apprentice in a specified category shall be registered as follows:

a) as an Apprentice (1st year), where he has completed less than 55 percent of the credits of the prescribed course;

b) as an Apprentice (2nd year), where he has completed 55 to 74 percent of the credits of the prescribed course; and

c) as an Apprentice (3rd year), where he has completed 75 to 99 percent of the credits of the prescribed course.

3) Employers and trade unions shall endeavour to ensure that Learners/Apprentices complete their training within the specified time.

4) Subject to the employee agreeing, any person who has been employed within or outside the registered scope of the Council as a skilled worker, other than an artisan qualified in terms of clause 17, shall be required to undergo a prior learning assessment with an accredited training provider in order to determine the unit standards in which he is competent and in respect of which he should be credited with and, pursuant thereto, shall be registered as a Learner/Apprentice in a particular category, as follows:

Proficiency Level	**Description**
Below 55 percent	Learner/Apprentice: Year 1
55 – 74 percent	Learner/Apprentice: Year 2
75 – 99 percent	Learner/Apprentice: Year 3
All credits completed	Artisan

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17. ARTISANS

1) An employee shall be registered as an artisan once he has completed and passed the trade test or has completed the number of credits that qualify him to work as an artisan and his employer has requested registration in writing.

2) An artisan shall be entitled to the payment of wages in accordance with the wage prescribed for his category in terms of clause 18.

3) If at any stage an employer is of the opinion that a registered artisan is not performing his duties to an acceptable level of proficiency, the employer may, at its own cost, require that artisan to undergo a proficiency test, in which case the artisan shall be obliged to undergo such test.

4) In this clause, a credit means a credit as defined from time to time under the regulations made under the South African Qualifications Authority Act, 1995 as amended.

5) The registered trades are as defined in clause 5.

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CHAPTER FOUR: MINIMUM WAGES, WAGE AND BENEFIT PARITY

18. MINIMUM BASIC WAGES

1) Basic Wages: The basic wages in the Industry shall be as set out in this clause.

2) From the date of coming into operation of this Agreement to 31 October 2026:

Category of Employee	**Minimum Wage Per Hour**
Labourer	R41.33
General Worker	R53.73
Tradesman Class 4	R58.49
Tradesman Class 3	R64.52
Tradesman Class 2	R87.95
Drivers/Plant operators code C1	R73.41
Drivers code A, A1 or B	R55.28
Artisan	R117.23
Security Guard	R495.34 per day
Apprenticeship Year 1	R41.33
Apprenticeship Year 2	R58.91
Apprenticeship Year 3	R88.36

3) For the period 01 November 2026 to 31 October 2027 the contributions applicable from 01 November 2025 shall be increased by 5.5% for all labour categories.

4) For the period 01 November 2027 to 31 October 2028 the contributions applicable from 01 November 2026 shall be increased by 5.5% for all labour categories.

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5) Nothing in this clause shall prevent an employer from paying more than the prescribed basic wage.

6) No Party to this Agreement, nor any employee, shall be entitled to embark upon industrial action in order to compel an employer to pay more than the basic wage prescribed in this Agreement.

7) If an employer regularly pays an employee a wage higher than the basic wage in respect of the ordinary hours, the prescribed basic wage shall mean such higher amount and the employee shall qualify for the equivalent amount of increase in the basic wage for that category of employee on 1 November each year.

8) The basic wage payable in terms of sub clause (2) shall be deemed to include allowances for travelling time and transport costs.

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CHAPTER FIVE: TERMS OF EMPLOYMENT

19. ORDINARY HOURS OF WORK

1) No employee shall ordinarily be required to work more than the following hours:

Category	Area A		Areas B, C and D	
	Daily Hours	Weekly Hours	Daily Hours	Weekly Hours
Security Guard	9 hours	45 hours	9 hours	45 hours
Driver	8 hours 45 minutes	43 hours 45 minutes	9 hours	45 hours
Labourer General Worker	8 hours 30 minutes	42 hours 30 minutes	9 hours	45 hours
All other employees	8 hours	40 hours	9 hours	45 hours

2) With the exception of security guards, who shall be required to work not more than 6 (six) consecutive days in any week, ordinary hours shall be worked daily between 07:00 and 19:00, Mondays to Fridays.

20. OVERTIME

1) An employee shall be entitled to payment in respect of overtime worked in accordance with this clause as follows: Provided that in Areas B, C and D the first hour of overtime worked Mondays to Thursdays shall be at the basic rate if the work is performed on a construction site and not in a closed shop or controlled workshop environment:

Days worked	Multiple of basic wage
Mondays to Saturdays, inclusive	1 ½
Sundays	2

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2) All time worked in excess of the number of ordinary working hours on any day shall be overtime.

3) An employer may request, which request shall not be unreasonably rejected, an employee to work overtime for a period not exceeding three (3) hours daily, from Mondays to Fridays, and not exceeding eight (8) hours on Saturdays or Sundays: Provided that the maximum number of hours' overtime worked in any week shall not exceed the maximum hours' overtime prescribed in the Basic Conditions of Employment Act.

4) Subject to sub clause (3) above, an employer and any employee who is required to drive motor vehicles may agree and contract that a maximum of one (1) hour's overtime prior to the commencement or ordinary hours of work and a maximum of one (1) hour's overtime at the conclusion or ordinary hours of work each day be compulsory overtime for the purpose of transporting employees to and from their place of work, subject to the requirement for an employee to transport workers being included in a separate agreement between employer and employee.

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

21. FLEXIBLE WORKING HOURS

1) An employer and an employee may contract to work either a compressed working week or to average the hours of work.

2) Compressed working week: an agreement in writing may require or permit an employee to work up to twelve (12) hours in a day, inclusive of the intervals required in terms of clause 22 without receiving overtime pay.

3) An agreement in terms of sub clause (2) may not require or permit an employee to work

   a) more than forty-five (45) ordinary hours of work in any week:

   b) more than ten (10) hours' overtime in any week; or

   c) on more than five (5) days in any week.

4) Averaging hours of work: the ordinary hours of work and overtime of an employee may be averaged over a period of up to four (4) months in terms of an agreement in writing.

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5) An employer may not require or permit an employee who is bound by a written agreement in terms of sub clause (4) to work more than -

a) an average of forty-five (45) ordinary hours of work in a week over the agreed period;

b) an average of five (5) hours' overtime in a week over the agreed period.

6) A written agreement in terms of sub clause (4) lapses after twelve (12) months.

22. INTERVALS/LUNCH AND TEA BREAKS

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

2) No employer shall require an employee to work for more than five (5) hours continuously without an interval.

23. SHIFT WORK

1) An employer may require his employees to work shifts: Provided that no employee shall be required to work more than an eight (8)-hour or twelve (12)-hour shift in any period of twenty-four (24) hours.

2) An employee who works any shift other than the shift during the ordinary hours of work shift shall receive the basic wage payable in terms of clause 18, plus 15% of his basic wage: Provided that the provisions of this sub clause shall not apply to security guards.

3) Notwithstanding any other clause in this Agreement, security guards are required to work shifts in accordance with the employer's operational requirements: Provided that no security guard shall be required to work more than thirteen (13) hours during a night shift and eleven (11) hours during a day shift.

4) Notwithstanding anything contained in sub clauses (1) to (3) above, if a security guard's shift work includes work on a Sunday or public holiday, payment in respect of such Sunday or public holiday work shall be at the ordinary basic rate, unless it constitutes overtime in accordance with clause 20 above in which case payment shall be at a rate of one and a half of the ordinary basic rate.

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24. PUBLIC HOLIDAYS

1) The public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays if they fall on a day on which the employee would ordinarily work.

2) The annual holiday payment made by the Council within the annual shutdown period shall include payment for all the public holidays that fall within the three (3)-week shutdown period and shall include payment for the public holiday that falls on the 16th of December irrespective of whether or not it falls within the annual shutdown period. Notwithstanding the above, Public Holidays that fall within the annual shutdown period, but is declared after the commencement of the benefit year, will not be included in the annual holiday payment made by the Council.

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

4) An employee who is required to work on a public holiday which would normally be a normal working day shall, in addition to wages paid in terms of sub clause (3), be paid at a rate equal to his ordinary basic wage in respect of all hours worked on that day.

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

25. OVERNIGHT ALLOWANCE AND ACCOMMODATION

1) An employee who is required to work away and spend a night away from his ordinary place of residence shall be paid a living-away allowance of a minimum of the amounts as per the table below per day and the employee shall be provided with suitable accommodation by the employer in respect of each night he is required to spend away from his ordinary place of residence, from the date of coming into operation of this Agreement to 31 October 2026:

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Overnight Allowance Amount per day
All Employees: R221.55
For the period 01 November 2026 to 31 October 2027 the contributions applicable from 01 November 2025 shall be increased by 5.5% for all labour categories.
For the period 01 November 2027 to 31 October 2028 the contributions applicable from 01 November 2026 shall be increased by 5.5% for all labour categories.

2) **Suitable accommodation**: the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. It must take into account, but is not restricted, to the following considerations: the provision of minimum amounts of space for each worker; provision of sanitary, laundry and cooking facilities, potable water; the location of accommodation in relation to the workplace; any health, fire safety or other hazards; the provision of first aid and medical facilities; and heating and ventilation.

26. TRANSPORT FOR EMPLOYEES

1) Employers shall not be compelled either to provide transport for employees or to pay any additional transport allowance.

2) If an individual employer deems it necessary for operational or logistical reasons such employer may negotiate with employees on a specific site regarding transport arrangements or additional transport allowances where no public transport exists, and such employees shall be entitled to trade union representation.

27. PERFORMANCE STANDARD CONTRACTS

1) An employer and an employee may enter into a written performance standard contract subject to an agreement being reached at least five (5) working days before the task is to commence.

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2) Remuneration under a performance standard contract shall not be less than the basic wage plus benefits prescribed for the particular category of employee in this Agreement for normal working hours.

3) All statutory provisions for employment contracts, including unemployment insurance, income tax deductions and all provisions of this Agreement shall be observed.

28. PROBATIONARY PERIOD

Any probationary period for a contract of employment shall be dealt with in accordance with the Act, and the Code of Good Practice, referred to in Schedule 8 of the Act, before termination of employment is to be made, provided that the probation period shall not be longer than three (3) months and that contributions towards employee benefits in terms of this Agreement shall be from the first day of employment, regardless of when the employee is registered at the Council.

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CHAPTER SIX: EMPLOYEE BENEFIT SCHEMES

29. EMPLOYEE BENEFITS: GENERAL PROVISIONS

1) Every employee who works at least seven (7) hours on a normal working day, or who is entitled to be off duty on a public holiday that falls on a normal working day, shall be entitled to receive benefits in terms of this Agreement, and shall for the purposes of this Agreement be deemed to be an eligible employee: Provided that an employee who works for an employer on any normal working day, but is prevented from working the full normal working hours owing to circumstances beyond his control, or for any good reason accepted by his employer, shall also be deemed to be an eligible employee in respect of that day.

2) An employee who has been laid off in terms of clause 40 shall be entitled to the wages and benefits as prescribed in that clause, read in conjunction with the Code of Good Practice: Temporary Lay-off.

3) An employer shall contribute employee benefits in the prescribed manner from the Council for the purpose of making the contributions prescribed in this Agreement in respect of all eligible employees and pay the contributions over to the Council within the period determined by the Council for such purposes.

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

5) An employee who contracts to work compressed working weeks of less than five (5) normal working days shall be entitled to benefits for five (5) days for each compressed working week that is worked.

6) An employer who does not pay to the Council the levies and contributions payable by him and his employees each week within the period determined by the Council as defined in clause 5 shall be liable for any benefit that would have been due to the employee in terms of this Agreement.

7) If an employer is assessed for arrear benefits, the employer will be liable for both the employer and employee portions of the arrear benefits.

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30. HOLIDAY AND BONUS FUNDS

1) The Holiday and Bonus Funds are hereby continued and shall continue to be administered by the Council for the purpose of providing eligible employees with leave and bonus pay for the annual leave period in terms of clause 37.

2) Monies contributed to the Funds by employers shall be vested as provided for in terms of section 53(5) of the Act.

3) Every employer shall pay the contribution to the Council by the 7th of each month following the month for which the contributions are due.

4) The Council shall determine a date before the commencement of the annual leave period in terms of clause 37 upon which eligible employees shall receive payment of the amount standing to their credit in the Holiday and Bonus Funds: Provided that no payment shall be made from the Holiday and Bonus Funds –

   a) in respect of benefits contributed by an employer after 31 October each year, which benefits shall be deemed to have been issued during the following year;

   b) in respect of more than 245 daily benefits in any single year ending on 31 October of that year;

   c) if an employee fails to claim the value of the benefits within six (6) months of the commencement of the annual leave period, unless the Council in its discretion decides otherwise, in which event the value of the benefits shall accrue to the general funds of the Council;

   d) in respect of deductions made in respect of an employee's Holiday and Bonus Fund entitlement in terms of clause 39(3);

   e) subject to the provisions of sub clause (5), prior to the date determined by the Council in terms of this clause.

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

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

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

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

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

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

30A. HOLIDAY FUND

1) An employer shall contribute to the Holiday Fund on behalf of an eligible employee in respect of each normal working day that the employee remains in his employ ("a contribution day"), an amount which shall be calculated as follows, from the date of coming into operation of this Agreement to 31 October 2026:

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Category of Employee	Holiday Fund Contribution per day
Labourer	R26.30
General Worker	R34.16
Tradesman Class 4	R36.29
Tradesman Class 3	R40.02
Tradesman Class 2	R54.56
Drivers/Plant operators code C1	R47.82
Drivers code A, A1 or B	R35.99
Artisan	R75.03
Security Guard	R38.40
Apprenticeship Year 1	R26.30
Apprenticeship Year 2	R36.54
Apprenticeship Year 3	R51.93

2) For the period 01 November 2026 to 31 October 2027 the contributions applicable from 01 November 2025 shall be increased by 5.5% for all labour categories.

3) For the period 01 November 2027 to 31 October 2028 the contributions applicable from 01 November 2026 shall be increased by 5.5% for all labour categories.

30B. BONUS FUND

1) An employer shall contribute to the Bonus Fund on behalf of an eligible employee in respect of a maximum of 15 normal days that the employee remains in his employ ("a contribution day"), a daily amount which shall be calculated as follows, from the date of coming into operation of this Agreement to 31 October 2026:

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Category of Employee	Bonus Fund Contribution per day
Labourer	R20.24
General Worker	R26.32
Tradesman Class 4	R28.64
Tradesman Class 3	R31.60
Tradesman Class 2	R43.27
Drivers/Plant operators code C1	R35.96
Drivers code A, A1 or B	R27.07
Artisan	R57.42
Security Guard	R30.33
Apprenticeship Year 1	R20.24
Apprenticeship Year 2	R28.85
Apprenticeship Year 3	R43.39

2) For the periods 01 November 2026 to 31 October 2027 and 01 November 2027 to 31 October 2028, the applicable increase for bonus contributions will be recalculated to ensure that the maximum value of 15 normal days is not exceeded.

31. PENSION SCHEME/PROVIDENT FUND

1) The Western Province Building Industry Pension Scheme and Provident Fund ('the Funds') are hereby continued and shall continue to be administered by the Council in accordance with the provisions of the Act for the purpose of providing pensions to employees in respect of whom contributions are made in terms of this clause.

2) Every employee for whom a contribution is required in the table in sub clause (4) below shall be a member of either of the Funds, subject always to the rules of the said funds.

3) For the purpose of achieving the objects of this clause, the Council shall be entitled to enter into any agreements it deems fit and shall further be entitled to make rules in respect of the

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operation and administration of any fund established in terms of this clause, which may be amended from time to time.

4) An employer shall contribute the following amounts to the Funds, as the case may be, on behalf of each eligible employee in respect of each contribution day worked, from the date of coming into operation of this Agreement to 31 October 2026:

Category of Employee	**Employer Contribution per day**
Labourer	R27.13
General Worker	R35.23
Tradesman Class 4	R37.44
Tradesman Class 3	R41.30
Tradesman Class 2	R56.28
Drivers/Plant operators code C1	R49.34
Drivers code A, A1 or B	R37.15
Artisan	R75.03
Security Guard	R39.62
Apprenticeship Year 1	R27.13
Apprenticeship Year 2	R37.70
Apprenticeship Year 3	R56.55

5) For the period 01 November 2026 to 31 October 2027 the contributions applicable from 01 November 2025 shall be increased by 5.5% for all labour categories.

6) For the period 01 November 2027 to 31 October 2028 the contributions applicable from 01 November 2026 shall be increased by 5.5% for all labour categories.

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7) Every employer shall further deduct a contribution from the remuneration of each eligible employee in respect of each contribution day, which shall be calculated as follows, from the date of coming into operation of this Agreement to 31 October 2026:

Category of Employee	**Employee Contribution per day**
Labourer	R25.42
General Worker	R33.05
Tradesman Class 4	R35.10
Tradesman Class 3	R38.71
Tradesman Class 2	R52.78
Drivers/Plant operators code C1	R46.25
Drivers code A, A1 or B	R34.83
Artisan	R70.34
Security Guard	R37.16
Apprenticeship Year 1	R25.42
Apprenticeship Year 2	R35.35
Apprenticeship Year 3	R53.02

8) For the period 01 November 2026 to 31 October 2027 the contributions applicable from 01 November 2025 shall be increased by 5.5% for all labour categories.

9) For the period 01 November 2027 to 31 October 2028 the contributions applicable from 01 November 2026 shall be increased by 5.5% for all labour categories.

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

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

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

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

32. SICK PAY FUND

This clause must be read in conjunction with The Building Industry Sick Pay Fund Rules ("the Rules"), published and amended from time to time. Where there is a conflict between this Agreement and the Rules of this fund, the Agreement will prevail.

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

2) The fund shall be administered by the Council in accordance with the Rules which it may make from time to time for this purpose, and all moneys of the Fund shall be administered, invested, and paid out in accordance with the Rules (as amended). Electronic copies of the Rules are available for inspection on the Council's website.

3) Every employer shall contribute to the Fund in respect of each normal working day that an eligible employee works, an amount which shall be calculated as follows, from the date of coming into operation of this Agreement to 31 October 2026:

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Category of Employee	Contribution per day
Labourer	R4.24
General Worker	R5.52
Tradesman Class 4	R5.84
Tradesman Class 3	R6.47
Tradesman Class 2	R8.81
Drivers/Plant operators code C1	R7.71
Drivers code A, A1 or B	R5.81
Artisan	R16.43
Security Guard	R6.19
Apprenticeship Year 1	R4.24
Apprenticeship Year 2	R5.61
Apprenticeship Year 3	R8.85

4) For the period 01 November 2026 to 31 October 2027 the contributions applicable from 01 November 2025 shall be increased by 5.5% for all labour categories.

5) For the period 01 November 2027 to 31 October 2028 the contributions applicable from 01 November 2026 shall be increased by 5.5% for all labour categories.

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

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7) In the event of the expiration of this Agreement, the dissolution or winding up of the Council or a cessation of its operations, the provisions of clause 30(7), (8), (9) and (10) relating to the Holiday and Bonus Fund shall apply equally to this Fund.

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

33. MEDICAL AID FUND

This clause must be read in conjunction with The Building Industry Bargaining Council (Cape of Good Hope): Medical Aid Fund (BIMAF) Rules, published and amended from time to time. Where there is a conflict between this Agreement and the Rules of this fund ("the Rules"), the Agreement will prevail.

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

   a) assisting members in regard to the cost of medical services incurred by them or their dependants, as may be provided in the Rules of the Fund;

   b) taking such measures as the Council deems necessary for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants;

   c) contracting with any medical practitioner, hospital, nursing home, convalescent home or other similar institution, person or authority in respect of medical services; and

   d) meeting the cost of such arrangements and the medical expenses of members or their dependants as provided in the Rules of the Fund.

2) The Fund shall be managed by the Council in accordance with the Rules which it may make from time to time for this purpose, and all moneys of the Fund shall be administered, invested and paid out in accordance with the Rules, copies of which shall be available for

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inspection on the Council's website. The Council shall appoint auditors to audit the books of account of the Fund annually.

3) An employee who is eligible in terms of the Rules to become a member of the Fund shall contribute half of the total contribution and his employer shall contribute the remaining half of the contribution for each normal working day that the employee remains in his employ, which contribution shall be as follows, from the date of coming into operation of this Agreement to 31 October 2026:

Medical Aid Contribution per day
Artisan Member Employee contribution: R45.40 Employer contribution per Artisan: R45.40
For the period 01 November 2026 to 31 October 2027 the contributions applicable from 01 November 2025 shall be increased by 5.5%.
For the period 1 November 2027 to 31 October 2028 the contributions applicable from 1 November 2026 shall be increased by 5.5%.

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

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

6) In the event of the expiration of this Agreement, the dissolution or winding up of the Council or a cessation of its operations, the provisions of clause 30(7), (8), (9) and (10) relating to the Holiday and Bonus Fund shall apply equally to this Fund.

7) In the event of the liquidation of the Holiday Fund and Bonus Fund in terms of sub clause (6) the moneys remaining after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council having been wound up before the liquidation of the Fund the monies remaining shall be distributed equally among the parties to the Council immediately prior to its dissolution.

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CHAPTER SEVEN: LEAVE

34. MATERNITY LEAVE

1) An employee is entitled to at least four (4) consecutive months' maternity leave.

2) An employee may commence maternity leave—

   a) at any time from four (4) weeks before the expected date of birth, unless otherwise agreed; or

   b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

3) No employee may work for six (6) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six (6) weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—

   a) commence maternity leave; and

   b) return to work after maternity leave.

6) Notification in terms of subsection (5) must be given—

   a) at least four (4) weeks before the employee intends to commence maternity leave; or

   b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

7) The payment of maternity benefits will be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966).

8) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child.

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9) During an employee's pregnancy, and for a period of six (6) months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—

a) the employee is required to perform night work, or her work poses a danger to her health or safety or that of her child; and

b) it is practicable for the employer to do so.

34A. PARENTAL LEAVE

1) An employee, who is a parent of a child, is entitled to at least ten (10) consecutive days parental leave.

2) An employee may commence parental leave on—

a) the day that the employee's child is born; or

the date—

i. that the adoption order is granted; or

ii. that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child,

iii. whichever date occurs first.

3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—

a) commence parental leave; and

b) return to work after parental leave.

4) Notification in terms of sub clause (3) must be given—

a) at least one (1) month before the—

i. employee's child is expected to be born; or

ii. date referred to in clause 2(b); or

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b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

5) The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001.

6) An employee, who is an adoptive parent of a child who is below the age of two (2), is subject to sub clause (11), entitled to—

a) adoption leave of at least ten (10) weeks consecutively; or

b) the parental leave referred to in clause 34A.

7) An employee may commence adoption leave on the date—

a) that the adoption order is granted; or

b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child,

c) whichever date occurs first.

8) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—

a) commence adoption leave; and

b) return to work after adoption leave.

9) Notification in terms of sub clause (8) must be given—

a) at least one (1) month before the date referred to in sub clause (7); or

b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

10) The payment of adoption benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001.

11) If an adoption order is made in respect of two (2) adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave referred to in clause 34A: Provided that the selection of choice must be exercised at the option of the two adoptive parents.

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12) If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalisation of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for the parental leave referred to in clause 34A: Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

13) An employee, who is a commissioning parent in a surrogate motherhood agreement is, subject to sub clause (18), entitled to—

a) commissioning parental leave of at least ten (10) weeks consecutively; or

b) the parental leave referred to in clause 34A.

14) An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.

15) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—

a) commence commissioning parental leave; and

b) return to work after commissioning parental leave.

16) Notification in terms of sub clause (15) must be given—

a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or

b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

17) The payment of commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001.

18) If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave referred to in clause 34A: Provided that the selection of choice must be exercised at the option of the two commissioning parents.

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35. FAMILY RESPONSIBILITY LEAVE

1) This clause applies to an employee—

   a) who has been in employment with an employer for longer than four (4) months; and

   b) who works for at least four (4) days a week for that employer.

2) An employer must grant an employee, once only per benefit year, at the request of the employee, five (5) days' paid leave, which the employee is entitled to take—

   a) when the employee's child is sick; or

   b) in the event of the death of-

      i. the employee's spouse or life partner; or

      ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

   c) In the event of the illness of-

      i. The employee's spouse or life partner.

3) Subject to sub clause (5), an employer must pay an employee for a day's family responsibility leave—

   a) the wage the employee would ordinarily have received for work on that day; and

   b) on the employee's usual pay day.

4) In the event of the death of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling, the employee will be entitled to a further four (4) working days unpaid leave, provided that the employee notifies the employer at least twenty-four (24) hours in advance and that the employee provides reasonable proof of the event. If the employee has given notice and proof of the event, the employer will not be entitled to take disciplinary action against the employee.

5) An employee may take family responsibility leave in respect of the whole or a part of a day.

6) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub clause (2) for which the leave was

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required, provided that, if the unpaid leave is granted in terms of sub clause (4), such proof is compulsory.

7) An employee's unused entitlement to leave in terms of this clause lapses at the end of the benefit year in which it accrues.

36. LEAVE FOR TRADE UNION ACTIVITIES

1) An employee who is an office-bearer of a representative trade union, or of a federation of trade unions to which the representative trade union is affiliated, is entitled to take reasonable leave during working hours for the purpose of performing the functions of that office.

2) The representative trade union and the employer may agree to the number of days of leave, the number of days of paid leave and the conditions attached to any leave.

3) An arbitration award in terms of section 21(7) of the Labour Relations Act, 1995, regulating any of the matters referred to in subsection (2) remains in force for twelve (12) months from the date of the award.

37. ANNUAL LEAVE

1) Every employee shall be entitled to fifteen (15) working days annual leave during the annual Building Industry shutdown period, the dates of which shall be determined by the Council.

2) Notwithstanding the provisions of sub clause (1), an employee may agree with his employer to work during the annual leave period and shall be paid the basic wage laid down in clause 18(2) for any time worked during such period, subject to the employer granting a minimum of 10 (ten) working days during the annual shut down period.

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

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38. SICK LEAVE

An employee shall be entitled to sick leave in accordance with the provisions of the Sick Pay Fund for the Building Industry and clause 32 of this Agreement, and to payment for the period of such sick leave in terms thereof.

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CHAPTER EIGHT: TERMINATION OF EMPLOYMENT

39. TERMINATION OF CONTRACT OF EMPLOYMENT

1) An employer or employee who intends terminating a contract of employment shall give the other party at least one (1) week's written notice of termination of such contract, which notice shall be given before 12:00 on any working day and shall commence as from 08:00 on the following working day if such contract has been for up to six (6) months, continuous employment and two (2) weeks written notice if such contract has been for longer than six (6) months' continuous employment.

2) Instead of giving an employee notice in term of sub clause (1) an employer may pay the employee the remuneration that the employee would have received if the employee had worked during the notice period. If an employee gives notice of termination of employment, and the employer waives any part of the notice, the employer must pay the employee in terms of sub clause (1), unless the employer and employee agree otherwise.

3) In the event of an employee absconding during his notice period and where the employer has proven such, the employer shall be entitled to deduct payment for the days that the employee was required to but did not work during his notice period from any monies due to the employee in terms of the Holiday and Bonus Fund.

4) Nothing in this clause shall affect the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law.

5) A contract of employment may be terminated if an employee is absent from work without the employer's consent for a continuous period of five (5) working days, unless the employee's absence is due to circumstances beyond his control: Provided that the employer shall investigate the absence of the employee and apply fair procedures to determine if the termination is to be made effective.

40. TEMPORARY LAY-OFF

This clause must be read in conjunction with the Code of Good Practice: Temporary Lay-off, published herein as an Annexure.

1) An employer shall be entitled to lay off an employee temporarily on account of -

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a) inclement weather, or

b) a shortage of materials, due to circumstances beyond the employer's control, or

c) a temporary shortage of work, or

d) loadshedding - where work cannot be performed without the use of electricity, or

e) civil and/or political unrest, where this unrest action prevents the normal work activities from continuing on a specific site.

2) In all instances where this clause is to be implemented, the following process is to be followed by the employer -

a) written notice of the lay-off shall be given to the employee before completion of the normal working shift preceding the day on which the lay-off is to be implemented;

b) the written notice must include the reason for the lay-off and the period of the lay-off;

c) where it is not possible to comply with sub clause (a) above and the employee has reported to work, the employer shall pay the employee the equivalent of three (3) hours' wages for short notice of the lay-off; and

d) in the case of loadshedding, employers and employees are to negotiate alternative working hours around loadshedding hours to catch up with the work lost due to loadshedding. Where agreement is not reached or the loadshedding hours are of such a nature that alternative work hours are not practical, the employee can be laid off for the day in question.

3) The employer shall not be liable to pay employee wages and benefits except as specified in clause (2)(c) above during the lay-off:

a) where the lay-off period includes a public holiday, the employer will not be compelled to remunerate the employee for the public holiday; and

b) an employer may not apply the lay-off clause to avoid complying with the provisions of the Public Holidays Act (Act No 36 of 1994).

4) An employer may lay an employee off in terms of sub clause (1) above for a continuous period not exceeding thirty (30) working days and if at the end of such period the employer wishes to extend this continuous lay-off period beyond the above time period the employee

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shall first be given the option of being retrenched in accordance with the procedure in clause 41.

5) The number of lay-off days permitted within a benefit year (1 November to 31 October), is limited to forty (40) days. Thereafter the employer must apply for exemption in terms of clause 57 to implement further lay-offs during this period.

   a) This sub clause does not apply to lay-offs for the following reasons –

      i. inclement weather, or

      ii. loadshedding, or

      iii. civil and/or political unrest, where this unrest action prevents the normal work activities from continuing on a specific site.

6) Where it can be established that the employer has not complied with the provisions of this clause, the employer will be held liable to remunerate the employee for the period that the employee was laid off.

7) Where it can be established that the employer has used the lay-off clause contrary to clause 39 and simply used a lay-off as a disciplinary or incapacity measure without following the applicable disciplinary or incapacity procedures, the employer will be held liable to remunerate the employee for the period that the employee was laid off.

41. RETRENCHMENT

1) An employer who proposes retrenchment, shall immediately when retrenchment is considered, provide any of the trade unions of which, to his knowledge, prospective retrenchees may be members, with the following information in writing:

   a) the number of employees who may be retrenched, together with their names, duration of service, Council Holiday Fund numbers, and job categories;

   b) the proposed date of retrenchment;

   c) the reasons for the proposed retrenchment, including all alternatives which the employer has considered and the reasons for rejecting them;

   d) the proposed selection criteria in respect of retrenchees;

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e) the proposed date for consultations with the trade union(s) and/or employee(s) likely to be affected;

f) the proposed severance pay; and

g) the employer's proposals for assistance to retrenchees, including the possibility of reemployment.

2) In the event of an employee likely to be affected by the proposed retrenchment not being a union member, the information mentioned in sub clause (1) above shall be forwarded directly to that employee(s).

3) The trade union(s) and/or the employee(s) shall provide the employer with a written response to its retrenchment proposals by not later than three (3) working days before the proposed date of consultation, which shall include all proposals in respect of the retrenchment.

4) The employer shall attempt to reach consensus with the trade union(s) and/or employee(s) on the retrenchment proposals through consultation: Provided that should consensus not be reached before the date on which the retrenchment is to take place, the employer shall be entitled to implement its retrenchment proposals.

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

6) An employee who is retrenched in terms of this sub clause shall be entitled to severance payment of a minimum of one (1) week of that employee's current remuneration per completed year of continuous service with his employer.

CHAPTER NINE: COUNCIL ADMINISTRATION

42. AUDIT AND ACCOUNTING

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

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43. EXPENSES OF COUNCIL

1) Every employer shall deduct an amount as reflected in the table below per normal working day from the wages of each eligible employee and shall add an equal amount to the amount so deducted.

2) Every employer shall pay the contributions referred to in sub clause (1) to the Council within the period determined by the Council.

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

BIBC Levy Amount per day
From the date of coming into operation of this Agreement to 31 October 2026. a) All labour categories: R3.33
For the period 01 November 2026 to 31 October 2027 the contributions applicable from 01 November 2025 shall be increased by 5.5% for all labour categories.
For the period 01 November 2027 to 31 October 2028 the contributions applicable from 01 November 2026 shall be increased by 5.5% for all labour categories.

44. EXHIBITION OF AGREEMENT

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

2) Any person may acquire a free electronic copy of this Agreement by accessing the website of the Council or an electronic copy may be requested.

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45. VALUE ADDED TAX (VAT)

1) The monetary values listed below are inclusive of value added tax:

   a) for Council levies in terms of clause 43; and

   b) for the Master Builders Association (MBA) Skills and Education Trust levy in terms of clause 49.

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CHAPTER TEN: PARTY ARRANGEMENTS

46. TRADE UNION SUBSCRIPTIONS

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

   a) each trade union shall be entitled to approach each employer in the Industry direct for the purpose of establishing stop-order facilities for the deduction of trade union subscriptions; or

   b) the employer shall deduct the Trade Union Subscription Amount (as amended by the Trade Unions from time to time) from an employee who is a member of a registered trade union and for whom wages are prescribed in clause 18 of this Agreement.

2) An employer shall pay the amounts deducted by him in terms of sub clause (1)(b) to the Council within the period determined by the Council.

3) Each month the Council shall pay over to the trade unions all moneys so collected by the employers in terms of sub clause (1)(b) above.

47. TRADE UNION ACCESS

1) Officials of trade union parties shall in the ordinary course of their duties have access to building sites and workshops during working hours.

2) Trade Union Officials shall not be allowed to interfere with the continued performance of work by any employee or approach any employee without the prior consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

48. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

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

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2) An employers' organisation shall be entitled to use the facilities of the Council for the collection of such levies.

3) Each month the Council shall pay over to the employers' organisation all moneys so collected from the employers in terms of sub clause (1).

49. MASTER BUILDERS ASSOCIATION (MBA) SKILLS AND EDUCATION TRUST

1) Every member employer of the MBA Western Cape shall pay to the Council the contribution prescribed by the MBAWC Skills and Education Trust.

2) Each month the Council shall pay over the collected funds to the MBAWC Skills and Educational Trust.

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CHAPTER ELEVEN: COMPLIANCE, MONITORING AND EXEMPTIONS

50. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

1) The Council or any other person designated by the Secretary, shall take all reasonable steps necessary to ensure compliance with this Agreement.

2) If, whether through its own investigations or through any other source, it appears as if the provisions of this Agreement have been breached then the following procedure shall apply to enforce compliance:

   a) the Secretary of the Council or any other person designated by him, shall appoint a designated agent to investigate the alleged breach;

   b) if, upon completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the agent shall issue a compliance order.

3) The Secretary of the Council or any other person designated by the Secretary, may-

   a) impose a fine in terms of clause 54; or

   b) refer the matter to arbitration in terms of this Agreement if the respondent party does not consent to the compliance order or the fine, in which case the respondent party may be ordered to pay the costs of the process; or

   c) take such other steps as the Secretary or any other person designated by the Secretary may deem reasonable.

4) If an employer fails to submit a prescribed return in any month, the Council may assess the amount due to the Council in terms of the applicable Agreement based on the average number of employees and their respective remuneration rates reflected in the latest monthly return form received from the employer.

5) If no monthly returns have been received by the Council from that employer, the Council may base its assessment based on the number of employees in the Council's prescribed registration form for that employer. If the number of employees is not disclosed on the prescribed registration form, the Council's assessment will be based on the evidence obtained by the Council.

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6) The Council may send its assessment to the employer for verification. If the employer fails to object to the assessment within ten (10) days after receiving the assessment, the Council may accept the assessment as true and correct.

7) If an employer pays an amount due in terms of the Council's assessment and it is discovered that the assessment was based on incorrect facts or figures resulting in an overpayment, the Council may use the overpaid amount to settle unpaid amounts due to the Council by that employer. If no amounts are outstanding by that employer, the amount shall be reimbursed to the employer by the Council.

51. POWERS OF DESIGNATED AGENTS

1) Despite any other provisions of this Agreement or any previous agreement, the Council appoint one or more persons and may request the Minister of Employment and Labour to appoint such persons as designated agents in terms of section 33(1) of the Act to promote, monitor and enforce compliance with this Agreement or any previous agreement.

2) A designated agent appointed in terms of section 33(1) of the Act, shall in addition to the powers referred to in this clause, have the powers assigned to designated agents in terms of section 33, 33A and Schedule 10 of the Act.

3) Notwithstanding sub clause (2) the Council may utilise section 33 and schedule 10 of the Act in conjunction with the Rules for conciliating and arbitrating disputes in terms of the Act in the Building Industry Bargaining Council as issued and updated by the Council from time to time.

4) If an employer fails to comply with a compliance order issued by a designated agent with the period specified in the compliance order, the designated agent may submit a report to the Secretary of the Council or any other person so designated by the Secretary, specifying that the compliance order has not been adhered to.

5) Upon receipt of such a report, the Secretary of the Council or any other person so designated by the Secretary, shall –

   a) Appoint an Arbitrator from the Council's panel of arbitrators to conciliate and where applicable arbitrate the matter; and

   b) Take such steps as may be deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.

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52. ARBITRATION PROCEDURES TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

1) If the Secretary to the Council decides to refer the matter for arbitration, the Secretary or any other person designated by the Secretary shall appoint an arbitrator to hear and determine the alleged breach of this Agreement.

2) The Secretary or any other person designated by the Secretary, by agreement with the parties, shall decide the date, time and venue of the arbitration hearing.

3) The Secretary or any other person designated by the Secretary shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of the arbitration.

4) Any party who has a legal interest in the outcome of the arbitration shall have the right to-

   a) give written and/or oral evidence;

   b) call witnesses;

   c) question the witnesses of any other party;

   d) address the concluding arguments to the arbitrator;

   e) be represented by a legal practitioner or co-employee or an office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.

5) Any award made by the arbitrator, together with any reasons, shall be served on all interested parties by the Council.

6) The Secretary or any other person designated by the Secretary may apply to make the arbitration award an order of the Labour Court in terms of section 143 of the Act.

7) The provisions of this procedure shall stand in addition to any other legal remedy which the Council may apply to enforce a collective agreement.

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53. POWERS OF AN ARBITRATOR

1) A conciliator and arbitrator appointed in terms of section 33A of the Act shall have all the powers assigned to them as contemplated by the Act, including the powers in sections 33A, 138 and 142 of the Act read with the changes required by the context. This includes the following general powers:

   a) to determine whether there has been a breach of this Agreement;

   b) to make any appropriate award that gives effect to the Collective Agreement and to ensure compliance therewith;

   c) to determine the appropriate form of and the procedure to be followed at the arbitration proceedings; and

   d) to make any order as to costs that he/she deems appropriate.

2) The arbitrator shall have the power to make an award in the absence of a party who is alleged to have breached the Agreement, if-

   a) such party fails to appear in person or to be represented at the arbitration proceedings;

   b) proof is presented that such party has been notified of the proceedings: Provided that notice of the arbitration proceedings shall be deemed to have been given if proof is presented that written notification has been forwarded to such party-

      i. by registered mail to such party's last-known address and 14 (fourteen) days have elapsed since such notification has been mailed; or

      ii. by fax transmission to such party's last-known fax number; or

      iii. by hand delivery to such party's last-known business or residential address; or

      iv. an electronic mail has been sent to such party.

   c) prima facie evidence has been presented to the arbitrator that the party in question has failed to comply with this Agreement.

3) The arbitrator shall have the power to vary, rescind or amend any arbitration award made by him or any arbitrator. The arbitrator shall have this power if-

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a) the award was erroneously sought or erroneously made in the absence of any party affected by the award;

b) the award is ambiguous or contains on obvious error or omission, but only to the effect of that ambiguity, error or omission;

c) the award was granted as a result of a mistake common to the parties to the proceedings; or

d) the award was made in the absence of any party, on good cause shown.

4) If the arbitrator finds that any employer has failed to comply with a provision of any of the Council's Collective Agreements which are binding on that employer, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with clause 54.

54. FINES, ARBITRATION COSTS AND INTEREST

1) The fine that the Secretary may impose, and an arbitrator shall impose for a failure to comply with a provision of a Collective Agreement is as follows:

a) The fine application for failure to pay an amount due to an employee/party in terms of any provision, shall be 25% of the amount due, plus any interest owing on the amount at the date of the order.

2) An arbitrator appointed by the Secretary or a person so designated by the Secretary may charge a party an arbitration fee and order a party to pay the costs of the arbitration provided that the fee and/or costs may not exceed the maximum amount allowed by the CCMA for a hearing.

3) An employer who does not pay to the Council the levies and contributions payable by him and his employees each week within the period determined by the Council as defined in clause 5 shall pay interest to the Council at the prime bank rate charged by the Council's bank plus 2%, calculated from the due date of payment.

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55. PROCEDURE FOR THE RESOLUTION OF DISPUTES ABOUT THE APPLICATION OR INTERPRETATION OF THIS AGREEMENT

1) Any person who falls within the registered scope of the Council may refer a dispute about the interpretation or application of this Agreement to the Council for resolution in terms of this Agreement.

2) If a dispute is so referred to the Council, it shall attempt to resolve the dispute through conciliation and, if the dispute remains unresolved after conciliation, the Council shall appoint an arbitrator to arbitrate the dispute.

3) The powers of the arbitrator shall be the same as in clause 53 and 54(2) above.

56. COMPLIANCE COMMITTEE

1) The Council shall nominate a subcommittee to be known as the 'Compliance Committee' that will be responsible for the effective investigation and enforcement action in respect of non-compliance with this Agreement.

2) The Compliance Committee shall:

   a) consist of 1 (one) representative from each party to this Agreement, including Employer Organisation representatives and Trade Union representatives;

   b) establish guidelines and principles covering all aspects of the enforcement of this Agreement, which are acceptable to the parties to this Agreement, and which shall provide fair, cost-effective, unbiased and corruption free enforcement of this Agreement;

   c) actively monitor and ensure that the guidelines and principles so established are adhered to by the agents of the Council;

   d) provide open communication regarding the actions of the Council or the Compliance Committee with all employers and employees interested in these actions;

   e) investigate positive methods for promoting compliance especially amongst informal sector employers and employees and including the lobbying of all persons and institutions responsible for the preparation of tender documents to provide for

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compulsory compliance with this Agreement or any previous agreement by the employers who are successful in winning such tenders; and

f) provide for quick and cost-effective conciliation or arbitration of disputes between the Council and employers or employees.

57. EXEMPTIONS

This clause must be read in conjunction with the Code of Good Practice: Expanded Public Works Programme (EPWP), published herein as an Annexure.

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

2) The Council hereby establishes an Exemptions Committee constituted of the Compliance Committee appointed by the Council to consider all applications for exemptions of the Council's Agreement.

3) Any person subject to the Constitution/Agreement may apply for exemption.

4) The Exemptions Committee shall decide an application for exemption within thirty (30) days of receipt.

5) All applicants for exemption must be substantiated, and such substantiation must include the following details in order for the application to be considered as valid:

   a) the period for which the exemption is required;

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

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

6) Upon receipt of a valid application by the Council it shall immediately refer the application to the Exemptions Committee which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

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7) The authority of the Exemptions Committee is to consider applications for exemptions and grant exemptions.

8) In considering the application, the Exemptions Committee or the Independent Exemptions Board (IEB) in the case of an appeal, shall take into consideration all relevant factors, which may include, but shall not be limited to, the following exemption criteria:

a) the period for which the exemption is sought;

b) the number of employees affected and how many of such employees are members of a registered trade union;

c) the written and verbal substantiation provided by the applicant;

d) be accompanied by relevant supporting data and financial information;

e) the terms of the exemption;

f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;

g) the employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application;

h) where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application;

i) an application for exemption shall not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document. Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application;

j) if the nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan;

k) the applicant's past record (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate;

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l) any precedent that might be set;

m) it is fair to both the employer, its employees and other employees in the sector;

n) it does not undermine this Agreement;

o) reporting requirements by the applicant and monitoring and re-evaluation processes;

p) it will make a material difference to the viability of a business;

q) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses;

r) the interest of the industry as regards:

i. unfair competition;

ii. collective bargaining;

iii. potential for labour unrest;

iv. increased employment.

s) the interest of employees' as regards:

i. exploitation;

ii. job preservation;

iii. sound conditions of employment;

iv. possible financial benefits;

v. health and safety;

vi. infringement of basic rights.

t) the interest of the employer as regards:

i. financial stability;

ii. impact on productivity;

iii. future relationship with employees' trade union;

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iv. operational requirements; and

v. any special circumstance that exists.

9) In the event of the Exemptions Committee or the IEB granting, partially granting or refusing to grant an application, the applicant shall be informed of the decision and the reasons for the decision within fourteen (14) days.

10) Parties and non-parties shall have the right to appeal in writing against the decision of the Exemptions Committee to the IEB within fourteen (14) days from the date of being informed of the outcome, failing which condonation must be applied for and granted by the IEB before the appeal may be determined. Such an appeal shall be fully reasoned.

11) In terms of section 32(3)(e) of the Act, the Council hereby establishes an Independent Body to be known as the "Independent Exemptions Board" (IEB), to hear and decide any appeal brought against-

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

b) the withdrawal of such an exemption by the Exemptions Committee.

c) an appeal shall be decided within thirty (30) days.

12) No representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the IEB.

13) The Secretary, in consultation with the Exemptions Committee, may also refer any application for exemption directly to the IEB. The IEB's decision regarding the granting or denying of the exemption will be final and both the applicant and the Council will be bound to the decision of the IEB.

14) The IEB's determination may include the fees and costs of the appeal which in the opinion of the IEB should be paid by the employer who applied for the exemption, provided that those fees and costs may not exceed the maximum amounts allowed by the CCMA for a hearing.

15) The Secretary of the Council shall submit the appeal, together with the Council's decision regarding the application for exemption, to the IEB which shall as soon as possible and not later than thirty (30) days hear and decide the matter with reference to the exemption criteria

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set out in sub clause (8) hereof and when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the IEB may defer a decision to a following meeting if additional motivation, information or verbal representations are considered necessary to decide on the application for exemption.

16) When the IEB decides against granting an exemption or part of an exemption requested it shall advise the applicant(s) within fourteen (14) normal working days of the date of such decision and shall provide the reason or reasons for the decision not to grant an exemption.

17) Once the Council has granted an exemption or the IEB has decided to uphold the appeal and grant an exemption it shall issue a certificate and advise the applicant(s) within fourteen (14) normal working days of the date of the decision, clearly specifying-

    a) the full name of the applicant(s) or enterprise concerned;

    b) the trade name; the provisions of the Agreement from which exemption has been granted;

    c) the period for which the exemption shall operate;

    d) the date of issue and from which the exemption shall operate;

    e) the condition(s) of the exemption granted; the area in which the exemption applies; and

    f) the reporting requirements by the applicant and the monitoring and re-evaluation processes.

18) The Council or IEB shall -

    a) retain a copy of the certificate;

    b) forward the original certificate to the Secretary of the Council; and

    c) ensure that a copy of the exemption certificate is sent to the applicant.

19) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

20) Unless otherwise specified in the certificate of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

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Signed at Bellville on this 02ND day of APRIL 2025

J MATTHEWS

for the Master Builders' and Allied Trades' Association, Western Cape (MBA WC)

D. UYS

for Boland Master Builders' and Allied Trades' Association (Boland MBA)

S. KIRSTEN

for the Consolidated Employers Organisation (CEO)

M. MTYENELE

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

J SIMPSON

for the Building Workers' Union (BWU)

S TAFENI

for the National Union of Mineworkers (NUM)

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58. CODES OF GOOD PRACTICE

ANNEXURE 1: CODE OF GOOD PRACTICE: JOINT AND SEVERAL LIABILITY

A. Purpose

This Code of Good Practice is intended to provide practical guidance to employers on how to apply the provisions of the Collective Agreement (CA) in respect of clause 7.

In terms of the CA, the contracting party cannot subcontract any work under clause 7 of the Agreement to another party unless both parties are employers in good standing at all times during the subcontracting process.

This Code outlines the best practices that ensure compliance with Clause 7. It provides guidance on subcontracting, the use of temporary employment services, and the responsibilities of employers.

B. Interpretation

This Code needs to be read in conjunction with the CA.

C. What to expect during an inspection by a BIBC Designated Agent

1.1 The role of the BIBC Designated Agent is to:

a) Conduct systematic inspections to verify compliance.
b) Review documentation, interview employees, and observe on-site practices.
c) Issue reports detailing compliance status and necessary corrective actions.

1.2 The inspection process involves:

a) Notification: Provide advance notice where applicable, though unannounced inspections may occur, especially where Whistle Blower reports are received.
b) On-Site Inspection: Examine records, interview employees, and review operations.
c) Findings & Reporting: Document observations and recommend corrective actions.
d) Follow-up & Enforcement: Verify that corrective measures have been implemented and impose penalties where necessary.

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D. Frequently Asked Questions

In this section, the most frequently asked questions are listed along with their responses.

Question	Answer/Response
What is a 'Contracting' party'?	It includes both the main contractor who subcontracts and a subcontractor who subcontracts work. It includes temporary employment services (TES) or labour brokers.
What does it mean to be in good standing "'at all times" during the subcontracting'?	'All times' means that the parties need to be compliant from the date that the contract is awarded right until the site/project hand-over date.
What is the contracting party jointly and severally liable for?	All debts of the subcontractors relating to the terms and conditions of employment that are provided for in the CA and all administrative and legal costs associated with recovery of non-payment of wages and benefits.
How can a contracting party avoid liability before subcontracting work?	There are various due diligence checks that must be done by the contracting party at the pre-contract stage. a) Verify that subcontractors are registered and compliant with the BIBC. b) Obtain necessary registration certificates before awarding the contract. c) Call the BIBC if you are unsure or if the certificate conflicts with the information

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	on the website and ask for confirmation that the certificate is authentic. d) Ensure all compliance documentation is up to date before work commences and will be provided to you on a regular basis by the subcontractor.
What due diligence activities can the contractor perform during the course of the contract?	During the contract/project, it is important to ensure that: a) The contractor maintains its records to demonstrate ongoing compliance by subcontractors. b) You will need to conduct periodic checks to confirm that subcontractors remain in good standing. It is especially important when you are contracting with multiple subcontractors, to have a system in place to check multiple compliance certificates that all expire at different times. c) Ensure that the records on-site match those listed in the certificates. The contracting party is aware that the number of employees declared to the contracting party is more than what is on record.
If I have done all of the above and have performed the due diligence checks before, during and at hand-over of the contract, can I then still be held liable if the subcontractor is found to be non-compliant?	The BIBC agent will require evidence that you have managed your site effectively. If you are able to produce the documented evidence that you have taken all steps necessary to ensure the compliance of your sub-contractor(s), you will not be held liable.

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I am able to prove that I have done everything required to ensure compliance by my subcontractor(s) and have still received a notice that cites me as a Respondent along with my subcontractor(s) and requires that I appear before a Commissioner. What should I do?	Immediately make contact with the BIBC case administrator whose contact details appear on the notice. Assuming that your evidence is sufficient, the notice will be amended to exclude you. Ignoring the notice will mean that the Commissioner does not hear your side of the story and can only make a ruling on the version of the BIBC. If you do want to let us know that you are not jointly and severally liable, you must do this as soon as possible. If you only respond within the seven (7) days prior to the arbitration date, you will be liable for the costs of the arbitration.

E. Joint and several liability Scenarios

Scenario One: Non-Compliance

Company X subcontracts work to Company Y without verifying its registration or compliance status.

The BIBC conducts an inspection and finds Company Y to be non-compliant. Company X is held liable for the subcontractor's contraventions and the costs and penalties.

Scenario Two: Best Practice system of due diligence

Company X verifies Company Y's registration or compliance status before awarding the contract. Company Y maintains compliance throughout the project. Upon inspection, documented proof demonstrates due diligence which protects Company X from liability.

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If any allegation of non-compliance arises for the period of the contract Company X will be able to show that it has done everything reasonably possible and will not be held liable for Company Y's non-compliance.

F. Protect your compliance status

Adhering to this Code of Good Practice ensures compliance with Clause 7, mitigates risk, and fosters fair labour practices within the building industry. Employers are encouraged to implement stringent due diligence, maintain accurate records, and cooperate with BIBC inspections to uphold industry standards.

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ANNEXURE 2: CODE OF GOOD PRACTICE: TEMPORARY LAY-OFF

A. Purpose

This Code of Good Practice is intended to provide practical guidance to employers on how to apply the provisions of the Collective Agreement (CA) in respect of clause 40.

Provisions in the CA providing for the temporary lay-off of employees, recognises that there are circumstances outside of the employer's control that result in an unplanned work stoppage.

B. Interpretation

This Code needs to be read in conjunction with the CA.

C. WhatsApp as Written Notice

The availability of electronic means of communication makes it easier for employers to contact employees. In the Western Cape region, WhatsApp is the most common means of communication. While the CA prescribes that communication from the employer informing the employees of a work stoppage must be in writing, WhatsApp will also be acceptable as 'written communication'. The employer must however ensure that he follows up with a telephone call if he sees that a WhatsApp message is reflecting as unread by the employee.

The intent of this requirement is to ensure that employees receive adequate notice and that an employee is not disadvantaged because he does not have the data available to receive the WhatsApp communication.

D. Communication Timeline

In the new CA, the payment to employees who have already signed in for work when the work stoppage occurs, increases to three (3) hours. This amendment recognises the inconvenience to employees and the time and income lost.

E. Number of continuous lay-off days and number of events

The number of continuous days for a layoff has been increased from 20 to 30.

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Where the reason for the layoff relates to a shortage of material or a shortage of work, the number of lay off days permitted in a benefit year is also increased to 40, with no limit on the number of layoff events. This recognises the unpredictability of the circumstances that give rise to work stoppages.

F. Payment for Lay-off

There are a number of scenarios that may occur when a lay-off is confirmed by the employer. To ensure fairness to both the employer and the employee, the payment arrangements for lay-offs are outlined below:

Scenario 1: Communications received, and the employee has not come to work

An employer can confirm that the employee has received the notice of layoff and as a result, the employee has not arrived for work.

Payment for Scenario 1: No wage, no benefit.

Scenario 2: Communications not received or not received timeously

An employee has not received the communications from the employer, or the employer has communicated too late and as a result, the employee has arrived for work. In this case, the employee must be paid.

Payment for Scenario 2: Three (3) hours short notice pay of wages only (no benefits).

Scenario 3: Employee on site/working when lay-off occurs

An employee who is on site or working and then put on a lay-off, will have been working for a specific number of hours.

Payment for Scenario 3: The employee must be paid wages and benefits for the hours worked as well as for the three (3) hours' short notice pay which also includes benefits.

a) Where the total hours do not equate to a full day: The employer can negotiate with employees to make up the lost hours.

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For example: If the lay-off is confirmed at 10h00 and the normal shift ends at 17h00, the employer needs to compensate the employee for the full day despite the total hours making up only five (5) hours. Where a normal working day is eight (8) hours, the employer can negotiate with the employee to make up for the three (3) hours lost.

b) Where the total hours exceed a full day, the employer only needs to pay for the hours that are short.

For example: If the lay-off is confirmed at 16h00 and the normal shift ends at 17h00, the employer only needs to compensate the employee for the one (1) hour that is short.

G. Provisions as amended from time to time

In terms of the CA, an employer may temporarily lay off an employee under specific circumstances. The table below outlines the changes that were made to this provision since the previous CA.

Previous CA_Clause 40	New CA_Clause 40 (as amended)
1) An employer shall be entitled to lay off an employee on account of – a) inclement weather, or b) a shortage of materials, due to circumstances beyond the employer's control, or c) a temporary shortage of work, or d) loadshedding - where work cannot be performed without the use of electricity, or e) civil and/or political unrest, where this unrest action prevents the normal work activities from continuing on a specific site.	No change to clause 40(1).

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2) In all instances where this clause is to be implemented, the following process is to be followed by the employer - a) written notice of the lay-off shall be given to the employee before completion of the normal working shift preceding the day on which the lay-off is to be implemented; b) the written notice must include the reason for the lay-off and the period of the lay-off; c) where it is not possible to comply with sub clause (a) above, the employer shall pay the employee the equivalent of two hours' wages for short notice of the lay-off; d) in the case of loadshedding, employers and employees are to negotiate alternative working hours around loadshedding hours to catch up with the work lost due to loadshedding. Where agreement is not reached or the loadshedding hours are of such a nature that alternative work hours are not practical, the employee can be laid off for the day in question.	No changes to clause 40(2)(a),(b) and (d). Change to clause 40(2)(c): Where it is not possible to comply with sub clause (a) above and the employee has reported to work, the employer shall pay the employee the equivalent of ~~two~~ three (3) hours' wages for short notice of the lay-off;
3) The employer shall not be liable to pay employee wages and benefits except as specified in sub clause (2)(c) above during the lay-off. a) Where the lay-off period includes a public holiday, the	No change to clause 40(3).

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employer will not be compelled to remunerate the employee for the public holiday. b) An employer may not apply the lay-off clause to avoid complying with the provisions of the Public Holidays Act (Act No 36 of 1994).	
4) An employer may lay an employee off in terms of sub clause (1) above for a continuous period not exceeding 20 (twenty) working days and if at the end of such period the employer wishes to extend the lay-off period for a further 10 (ten) working days the employee shall first be given the option of being retrenched in accordance with the procedure laid down in clause 41.	Change to clause 40(4): An employer may lay an employee off in terms of sub clause (1) above for a continuous period not exceeding thirty (30) working days and if at the end of such period the employer wishes to extend this continuous lay-off period beyond the above time period the employee shall first be given the option of being retrenched in accordance with the procedure in clause 41.
5) The number of lay-offs permitted in terms of sub clause (2) above is limited to 2 (two) per benefit year (1 November to 31 October). Thereafter the employer must apply for exemption in terms of Clause 57 to implement further lay-offs during this period.	Change to clause 40(5): The number of lay-off days permitted within a benefit year (1 November to 31 October), is limited to forty (40) days. Thereafter the employer must apply for exemption in terms of Clause 57 to implement further lay-offs during this period. This sub clause does not apply to lay-offs for the following reasons – o inclement weather, or o loadshedding, or o civil and/or political unrest, where this unrest action prevents the normal work activities from continuing on a specific site.

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6) Where it can be established that the employer has not complied with the provisions of this clause, the employer will be held liable to remunerate the employee for the period that the employee was laid off.	No change to clause 40(6).
7) Where it can be established that the employer has used the lay-off clause contrary to clause 39 and simply used a lay-off as a disciplinary measure without following the applicable disciplinary or incapacity procedures, the employer will be held liable to remunerate the employee for the period that the employee was laid off.	No change to clause 40(7).

G. Consulting in Good Faith

This Code assumes the continuation of the good faith practice of consulting with employees and where appropriate, rotating lay-off schedules among employees.

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ANNEXURE 3: CODE OF GOOD PRACTICE: EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

A. Purpose

This Code of Good Practice is intended to provide practical guidance to employers on how to apply the provisions of the Collective Agreement (CA) in respect of clause 57: Exemptions.

The CA requires that all employers who operate within the BIBC's registered scope are bound by the BIBC's Collective Agreement, unless they have been exempted from compliance in terms of clause 57 of the Collective Agreement.

The BIBC fully supports the South African Government's Expanded Public Works Programme (EPWP) which creates temporary employment opportunities to assist in alleviating the current rate of unemployment. Exemption applications based on the EPWP have however been misunderstood or intentionally abused by employers in the past.

This Code is also published as a Guideline, issued to provide clarity to the industry and replaces all previous BIBC guidelines/directives relating to EPWP exemption applications.

B. Interpretation

This Code needs to be read in conjunction with the CA.

C. Requirements for all exemption applications

1. Employers who wish to be exempted from certain or all of the provisions of the Collective Agreement may apply for exemption in compliance with the requirements contained in clause 57 of the Collective Agreement.
2. Clause 57(5) prescribes the following minimum requirements for a valid exemption application:
   - 2.1 the period for which exemption is required;
   - 2.2 the parts of the Collective Agreement from which exemption is required; and
   - 2.3 proof that the exemption has been discussed with the affected employees and EPWP workers or their representatives as well as their responses resulting from such consultation.
3. Clause 57(8)(i) further confirms that an exemption application will not be considered if the employees and EPWP workers and their representatives have not been properly consulted, and their views have not been fully recorded in an accompanying document.

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4. All relevant factors will be considered when determining an exemption application which includes but is not limited to the factors listed in clause 57(8) of the Collective Agreement.

5. Each of those factors should therefore be dealt with specifically in an exemption application and the relevant supporting documents should be attached as proof.

D. Additional requirements for EPWP exemption applications

6. If an exemption application is based on the EPWP, an employer must also prove that the exemption application relates to genuine EPWP workers who will be working on a genuine EPWP project.

7. The requirements for the EPWP are set out in:

   7.1 The Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes[2] (the Code); and

   7.2 Ministerial Determination 4: Expanded Public Works Programmes[3] (the Determination).

8. The Determination explains that EPWP workers are workers in "*elementary occupations*" involving "*unskilled or semi-skilled*" work. It further provides specific terms and conditions such as a minimum wage rate, hours of work, leave etc, that applies to EPWP workers only.

9. This means that employers may not reduce the wages and benefits of their existing workforce (including for instance permanent or temporary artisans, semi-skilled workers, general workers and labourers) to EPWP rates or appoint new skilled employees at EPWP rates. Those employees must be paid in compliance with Collective Agreement and the agreed annual BIBC wage schedule.

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[2] The 2011 EPWP Code can be downloaded from: https://www.gov.za/sites/default/files/gcis_document/201409/34032gon129.pdf

[3] The 2012 EPWP Determination can be downloaded from: https://www.gov.za/sites/default/files/gcis_document/201409/35310rg9745gon347.pdf

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10. The Determination also requires employers to give an EPWP worker a statement listing the name of the EPWP that they will be working on and the training that the worker will receive during the EPWP.

11. The Code provides that EPWP workers should be employed on a rotational basis from the local community with a focus on women, youth, and people with disabilities. The idea is to provide as many persons as possible with an opportunity to earn an income and gain work experience. It also deals with the selection process when appointing EPWP workers and provides a draft contract for employers to use as a template.

12. The infrastructure sector of the EPWP includes low-cost housing projects commonly referred to as Breaking New ground or "BNG" or "Low Cost" housing projects which are executed with funding that is made available by the National or Provincial Department of Human Settlements. This is not the same as a commercial contract with a local labour requirement; or a public tender for a construction project which has a prescribed percentage of local community participation in terms of the Preferential Procurement Policy Framework Act, 5 of 2000 and its associated regulations.

13. When applying for exemption on the basis of the EPWP, an employer must therefore (in addition to complying with clause 57 as set out above):

    13.1 explain why the project is a genuine EPWP project i.e. that it is for low-cost housing and funded by the National or Provincial Department of Human Settlements;

    13.2 attach the relevant underlying agreements relating to the EPWP project including an agreement that explains the funding mechanism for the project;

    or

    attach a letter from local, provincial or national government confirming the project's EPWP status (which substantially complies with the example attached as "**Annexure A**" hereto);

    13.3 explain how many genuine EPWP job opportunities will be created during the project, for which periods those opportunities will be created, and in which elementary occupations;

    13.4 attach the relevant supporting documents to show that the Determination and Code have substantially been complied with such as:

        13.4.1 the recruitment documents;

        13.4.2 the EPWP appointment letters confirming the EPWP project and the nature of the unskilled or semi-skilled work; and

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13.4.3 a schedule listing the duration to the appointments, hours of work, wages and benefits; and

13.5 complete and submit BIBC registration applications in relation to the employer and all EPWP workers to whom the exemption application relates.

E. Conclusion

14. Please note that each application will be assessed on its own merits and with reference to the evidence that has been provided to the BIBC.

15. Please further note that exemption applications based on the EPWP may be refused or granted for a limited period of up to one year and will be subject to certain conditions including but not limited to:

15.1 registration with the BIBC as an employer and in relation to all EPWP workers to whom the exemption application relates;

15.2 providing the BIBC with monthly participation reports submitted to government departments; and

15.3 allowing the BIBC's inspectorate unfettered access to the relevant sites to monitor and enforce compliance.

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