



employment & labour

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REPUBLIC OF SOUTH AFRICA

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Building Industry Bargaining Council (Cape of Good Hope)
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Dear Madam

LABOUR RELATIONS ACT, 1995: REPLACEMENT OF THE CONSTITUTION

The bargaining council's application to amend its constitution by submitting a replacement of the constitution dated 10 March 2025 has reference.

The application has been approved with effect from 31/03/2025

Attached herewith please find a copy of the new approved constitution.

Yours faithfully


REGISTRAR OF LABOUR RELATIONS

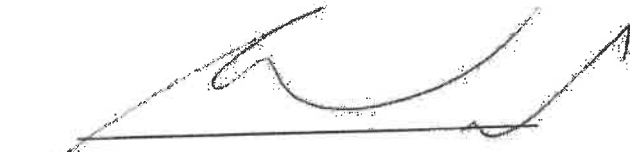
DATE: 31/03/2025



RESOLUTION AND CERTIFICATE

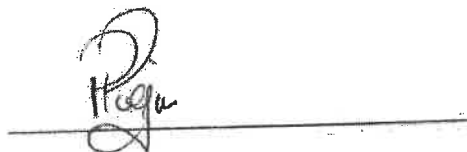
This is to certify that at a Full Council meeting of the Building Industry Bargaining Council (Cape of Good Hope) held on 10 March 2025 it was resolved to amend the constitution.

It is further certified that all the provisions of the constitution relating to the adoption of the amendments of the constitution have been complied with.


CHAIRPERSON

10 March 2025

DATE


SECRETARY/CEO

10 March 2025

DATE

I HEREBY CERTIFY IN TERMS OF SECTION 57 (3) (a) OF THE ACT THAT THE AMENDMENT TO / REPLACEMENT OF THE CONSTITUTION HAS BEEN REGISTERED ON:-

DATE: 31/03/2025

REGISTRAR OF LABOUR RELATIONS

All correspondence to be addressed to the Secretary
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**BUILDING INDUSTRY BARGAINING COUNCIL
(CAPE OF GOOD HOPE)**

CONSTITUTION

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CONSTITUTION
OF THE
BUILDING INDUSTRY BARGAINING COUNCIL
CAPE OF GOOD HOPE

1. NAME

The name of the bargaining council is the Building Industry Bargaining Council (Cape of Good Hope).

2. INTERPRETATION

2.1 HEAD NOTES:

The head notes to the clauses of this Constitution are inserted for reference purposes only and shall not affect or be taken into account in the interpretation of this Constitution.

2.2 DEFINITIONS:

In this Constitution unless repugnant to or inconsistent with the context, the following words and expressions shall have the meanings assigned to them:

2.2.1 "**Act**" means the Labour Relations Act No. 66 of 1995, as amended, including regulations promulgated thereunder;

2.2.2 "**Agreement**" or "**Collective Agreement**" means an Agreement entered into between the Parties in terms of the Act, unless otherwise specified and defined;

2.2.3 "**Alternate**" means a person appointed by a Party to act on behalf of a Representative on the Council or a sub-committee of the Council in the absence of such Representative;

2.2.4 "**Any Agreement**" means the current and any previous Agreements.

2.2.5 "**Auditor**" means an auditor as defined in the Auditing Profession Act No. 26 of 2005;

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

- 2.2.7 **"Chairperson"** means the Chairperson of the Council elected in terms of clause 17.1 and includes any person acting in his stead in terms of this Constitution;
- 2.2.8 **"Council"** means the Board of the Council, made up of the parties to Council and the elected office-bearers;
- 2.2.9 **"Days"** means calendar days excluding public holidays, and the annual Industry shut down period;
- 2.2.10 **"Employers' Organisations"** means the employers' organisations as defined in the Act who are Parties to the Council from time to time;
- 2.2.11 **"Good Standing"** means an active employee for whom benefits have been purchased in the last six (6) months;
- 2.2.12 **"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 any variation thereof).
- 2.2.13 **"NEDLAC"** means the National Economic Development and Labour Council;
- 2.2.14 **"Party"** or **"Parties"** means the Employers' Organisations and the Trade Unions who are Parties to the Council from time to time;
- 2.2.15 **"Representative"** means a person appointed by a Party to represent such Party on the Council or a sub-committee of the Council;
- 2.2.16 **"Secretary"** means the Secretary of the BIBC appointed in terms of clause 24.1;
- 2.2.17 **"SMME"** means a small enterprise as defined in terms of the National Small Enterprise Act No. 102 of 1996.
- 2.2.18 **"Trade Unions"** means the trade unions as defined in the Act which are parties to the Council.
- 2.2.19 **"Vice-Chairperson"** means the Vice-Chairperson of the Council elected in terms of clause 17.1 and includes any person acting in his stead in terms of this Constitution.

2.3 DEFINITIONS IN THE ACT OR ANY AGREEMENT:

Words and expressions used in this Constitution and which are defined in the Act or any Agreement, shall bear the same meaning as in the Act or in such Agreement unless repugnant to or inconsistent with the context of this Constitution.

2.4 NUMBER AND GENDER:

Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and vice versa.

2.5 THE REGISTERED SCOPE:

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

3. THE CONSTITUTION

3.1 Should any dispute arise between the Parties as to the interpretation or application of the Constitution and/or any of its clauses, such dispute shall be resolved as follows:

3.1.1 The Party or Parties who claim that a dispute exists must refer the dispute to the Council within seven (7) days for a decision as to the interpretation or application of the provision(s) in dispute, and the Council shall deliver its decision within fourteen (14) days of such referral.

3.1.2 Any party which is aggrieved by the decision of the Council in terms of clause 3.1.1. above may, within seven (7) days of having been informed thereof, request that the matter be referred to arbitration, failing which the decision of the Council shall be final and binding on the Parties.

3.1.3 Should the dispute be referred to arbitration, the Council shall appoint an arbitrator, who shall be a practising advocate or attorney. The arbitrator will have the power to decide upon the procedure to be followed at the hearing of the arbitration and may conciliate and/or arbitrate the dispute. The Council will bear the costs of the arbitration, excluding any legal costs that any Party may incur in relation thereto should the Party elect to seek and/or make use of legal

advice or representation. The arbitrator's decision shall be final and binding on the Parties.

3.2 This Constitution may be amended or added to by a resolution accepted by at least a two-thirds majority of the Representatives, but no amendment shall be considered unless at least thirty (30) days' notice has been given by the Secretary and circulated to the Representatives, or without notice at any Council meeting where all the Representatives are present and pass a resolution by unanimous vote.

4. THE BIBC

4.1 The BIBC is a bargaining council in terms of the Act and duly registered in terms of the registration certificate issued under the Act and annexed hereto.

4.2 The BIBC is a body corporate capable in law of suing and being sued and, subject to any law prohibiting or restricting the acquisition or holding of property, of purchasing or otherwise acquiring, holding and alienating property movable or immovable, including the right of letting or hiring out such property or any rights thereto.

4.3 No Party shall by reason only of the fact that it is a Party to the Council be liable for any of the obligations of the BIBC and the liability of such Party shall be limited to the amount of any levy or contribution or other amounts owing to the BIBC at any time by such Party.

4.4 The assets, property and revenue of the BIBC are vested in the BIBC and no Party, Representative, officer or employee of the BIBC shall have any interest in the said assets, property and revenue of the BIBC.

4.5 The Parties to the Council recognise it as the supreme authority in the Industry within the area of jurisdiction of the BIBC.

5. JURISDICTION

The area, nature and extent of jurisdiction of the BIBC is as set out in its registered scope (or any subsequent variation thereof).

6. PREMISES OF THE BIBC

6.1 The BIBC shall conduct its affairs at such premises as may be decided by the Council from time to time. The head office of the BIBC shall be at 81 Voortrekker Road, Bellville, or at such other place as the Council may decide.

6.2 All summonses, applications and notices of proceedings for or against the BIBC must be served on the Secretary at the head office of the BIBC, which is deemed to be the chosen domicilium citandi et executandi of the BIBC.

7. POWERS OF THE BIBC

7.1 The BIBC shall have the power to carry out the objects and duties set out in this Constitution, any Agreement and the Act including all things ancillary to any such object or incidental thereto, including the power to delegate any function or power as the BIBC deems fit.

7.2 The BIBC shall have the power to apply for accreditation as a dispute resolution agency in terms of section 52 of the Act and perform the functions thereof, including the powers conferred upon such an agency in terms of the Act, or appoint an accredited agency to perform the dispute resolution functions referred to in section 51 of the Act in respect of the Industry.

8. OBJECTS OF THE COUNCIL

The objects of the Council shall be to:

8.1 Appoint the Secretary and/or Chairperson or any one (1) or more Representative to act on behalf of the BIBC to do anything and/or to sign any affidavit, power of attorney, agreement and/or any document of any nature whatsoever to give effect to anything done or to be done by the BIBC;

8.2 Establish policies, guidelines and terms of reference that may be deemed necessary by the Council for the performance of the Council's discretionary functions;

8.3 Consider and deal with any other matter that affects the interests of the Parties;

8.4 Determine in the Council's discretion what the objects of the Council are.

9. OBJECTS OF THE BIBC

The objects of the BIBC shall be to:

- 9.1 Promote the objects of the Act in the best interests of the Industry;
- 9.2 Do such things and exercise such powers as it may be obliged or entitled to do in terms of this Constitution, any Agreement, the Act or any other legislation;
- 9.3 Consider and regulate in accordance with this Constitution, any Agreement and the Act matters of mutual interest to the parties and prevent and settle disputes;
- 9.4 Promote good relationships between employers and employees to secure co-operation and the recognition of mutual interests;
- 9.5 Establish and regulate uniform conditions of employment for employees within the Industry;
- 9.6 Establish means of securing the greatest possible security of earnings and employment for employees;
- 9.7 Endeavour to promote job creation and growth within the Industry;
- 9.8 Secure the recognition and observance by all persons in the Industry (including non-parties) of any Agreement relating to wages and working conditions negotiated by the Parties;
- 9.9 Administer and enforce any Agreement in force from time to time and ensure that its provisions are complied with by all employers and employees to whom it is binding, and issue expressions of opinion on the interpretation of an Agreement;
- 9.10 Establish and operate or terminate and wind-up any fund as the BIBC may consider requisite and desirous in the interests of the Industry and the employees therein from time to time;
- 9.11 Determine the rates of contribution and enforcement of the provisions of any fund where it relates to the Industry in terms of any Agreement in force from time to time;
- 9.12 Develop proposals for submission to NEDLAC or any other appropriate forum on policy and legislation that may affect the sector and area;

9.13 Raise monies by such means as the BIBC may from time to time consider advisable for the purpose of furthering the objects of the BIBC, the Industry and the interests of employers and employees in the Industry and applying such monies for such purposes, as the BIBC deems appropriate;

9.14 Do all things necessary for, or incidental to the proper carrying out of all or any of the objects of the BIBC as it deems necessary and, without limiting the generality of the foregoing, enter into agreements for such purposes;

9.15 Do such other things as may tend to the furtherance of the above objects or any of them in the BIBC's discretion and for the maintenance of industrial peace;

9.16 Own, purchase, lease or otherwise acquire any land, buildings, property (movable or immovable), or rights whether real or personal which may be needed for the purposes or interests of the BIBC or are capable of being eventually used in connection with any of the objects of the BIBC and sell, let, alienate or otherwise dispose of such land, buildings, property or rights, including, without limiting the generality of the foregoing, the bonding of any such property as the BIBC determines in its discretion;

9.17 Erect or build such buildings or other structures or amenities as might be required by the BIBC in the furtherance of its objects and for this purpose, improve or develop any land belonging to or occupied by the BIBC;

9.18 In its own name, institute and/or defend any such legal proceedings as may be considered necessary to enforce compliance with the provisions of this Constitution and/or any Agreement which may be in force from time to time and/or the Act by any person(s) upon whom such provisions are binding, or which may further be considered necessary in the interests of the BIBC and settle or abandon same;

9.19 Determine what the objects of the BIBC are.

10. PARTIES

10.1 The Parties to the Council shall be registered Employers' Organisations and registered Trade Unions whose members are engaged or employed in the Industry.

10.2 Any Employers' Organisation or Trade Union registered in terms of the Act in respect of persons engaged or employed in the Industry may apply in writing to the Council for admission as a Party to the Council and may be admitted as a Party to the Council as provided for in section 56 of the Act and subject to the provisions of the Act, this Constitution and any Agreement.

10.3 An application for admission as a Party to the BIBC must be accompanied by a certified copy of the applicant's registered constitution and a certified copy of the applicant's certificate of registration and must include;

10.3.1 Details and proof to the satisfaction of the Council of the applicant's membership within the registered scope of the BIBC as referred to in 10.4 below; and

10.3.2 A statement of the reasons why the applicant ought to be admitted as a Party to the BIBC; and

10.3.3 Any other information on which the applicant relies in support of its application.

10.4 No Employers' Organisation or Trade union shall be admitted as a Party to the BIBC or retain its admission as a Party to the Council unless:

10.4.1 An Employers' Organisation represents employers in good standing who collectively employ at least one thousand (1000) employees who have been registered by the BIBC and are employees that are active in the Industry in the last six (6) months and in the area of jurisdiction of the BIBC.

10.4.2 A Trade Union has membership in good standing of at least one thousand (1000) employees who have been registered by the BIBC as employees that are active in the Industry in the last (6) six months and in the area of jurisdiction of the BIBC.

10.5 For the purposes of clause 10.4:

10.5.1 When an employer belongs to two (2) or more Party (or applicant Party) Employers' Organisations simultaneously, the membership of all Party (or

applicant Party) Employers' Organisations it belongs to will be taken into account when establishing proportional representativeness.

10.5.2 The Secretary shall validate for the purposes of seat allocation, employees in the collective employ of the members of an Employers' Organisation or members of a Trade Union, as the case may be, who are in good standing as at 31 December each year and inform each Party of the outcome of the validation;

10.5.3 A Party who does not agree with the validation of the Secretary shall have fourteen (14) days to dispute the validation and to provide the Secretary with proof, to the Secretary's satisfaction, of their good standing;

10.6 Admission as a party to the Council shall be renewed on an annual basis in the following manner:

10.6.1 Each Party shall submit to the Secretary a list, together with proof, of its members in good standing by 31 December each year;

10.6.2 In the event of any Party failing to submit a list of its members in good standing by 31 December of any year, the representatives of the party who failed to submit may be suspended from Council until such time as the party is able to confirm submission of the required data to the satisfaction of the Secretary.

10.6.3 Any Party who does not comply with the membership requirement as set out in 10.4 above following the renewal of membership process shall cease to be a Party.

10.7 Any Party may withdraw from the Council on giving three (3) months' notice in writing to the Secretary provided that no such notice shall take effect before the expiry of any Agreement which is at that stage in force, and provided further that such party and its members shall remain bound by the provisions of any such Agreement until the expiry thereof.

11. APPOINTMENT OF REPRESENTATIVES

11.1 The Council shall consist of eight (8) Employer Organisations Parties Representatives and eight (8) Trade Union Parties Representatives respectively, who shall either be persons actually engaged or employed in the Industry or officials or employees of the Parties.

11.2 Representatives on the Council shall be appointed by the Employers' Organisations and the Trade Unions in accordance with the provisions of their respective constitutions

11.3 The number of Representatives on the Council to which a party is entitled, shall be determined as follows:

11.3.1 Each Employer's Organisation shall be entitled to a number of Employer Representatives determined proportionally and rounded to the nearest whole number. It is based on the ratio of its members in good standing who are registered employees collectively employed by its members, to the total number of employees in good standing of all Employer parties to the Council.

11.3.2 Each Trade Union Party shall be entitled to the proportional number of Trade Union Representatives rounded to the nearest whole number, that the members in good standing for the registered employees it represents bears to the total number of registered employees in good standing represented by the Trade Unions that are Parties to the Council.

11.4 Should a dispute arise as to the number of Representatives to which any Party is entitled in terms of this clause, such Party shall retain its existing number of representatives until such time as the dispute is determined in terms of clause 11.3.

11.5 Representatives shall hold office for twenty-four (24) months, which shall commence on 1 March and terminate on 28 February.

11.6 Representatives shall be presumed to represent and hold a valid mandate from the Party appointing them.

11.7 Should it be discovered that the appointment or the continuance in office of any Representative is invalid, any act performed by the Representative prior to such

discovery shall be valid as if such Representative had been duly appointed or has duly continued in office.

11.8 A Party may at any time withdraw any of its Representatives on the Council by giving at least seven (7) days' notice in writing to the Secretary and shall appoint another in his place.

11.9 A Representative may resign by giving at least seven (7) days' notice in writing to the Secretary and to the Party which appointed him.

11.10 If a seat on the Council becomes vacant through the withdrawal, resignation, death or disqualification of a Representative, then the vacancy shall be filled by the Party who appointed such Representative. The relevant Party must supply details of such new appointment in writing to the Secretary within thirty (30) days after the vacancy arose.

11.11 Any Representative so appointed to fill a vacancy shall hold office for the unexpired portion of the period of office of his predecessor.

11.12 Any Representative on the Council shall observe the provisions of section 201 of the Act.

12. ALTERNATE REPRESENTATIVES

12.1 The Parties shall appoint one or more Alternates for the Representatives on the Council appointed by them.

12.2 The appointment of Representatives on the Council and the termination and other conditions of appointment of Representatives shall apply to the Alternates equally in all respects.

12.3 An Alternate shall act during the absence of a Representative or during his inability to act for any reason whatsoever and shall, while so acting, have the powers and be subject to the duties of the Representative for whom he is an alternate.

12.4 An Alternate shall continue to hold office if the Representative to whom he is an alternate ceases to be a Representative and shall for all purposes be deemed to have taken his place until such time as a new Representative has been appointed.

12.5 Alternates shall be entitled to attend meetings with Council approval, and shall not be entitled to take part in, debate or vote unless their principals are absent and the alternate is attending the Council meeting in accordance with clause 12.6 below.

12.6 If a Representative of an Employers' Organisation or of a Trade Union is absent from any Council meeting, an Alternate to a Representative of the Employer's Organisation or of the Trade Union, as the case may be, may act in his stead at that meeting and at that meeting he shall in all respects be regarded as a Representative of the Employers' Organisation or of the Trade Union, as the case may be.

12.7 Any Alternate on the Council shall observe the provisions of section 201 of the Act.

13. DISQUALIFICATION OF REPRESENTATIVES

13.1 A person may not be appointed as a Representative and a Representative shall cease to hold office as such if:

13.1.1 He is no longer engaged or employed in the Industry;

13.1.2 He is or becomes of unsound mind;

13.1.3 He surrenders his estate as insolvent or if his estate is sequestrated;

13.1.4 He is convicted of an offence which involves dishonesty;

13.1.5 He is or becomes disqualified from being appointed or acting as a director of a company in terms of the Companies' Act, 2008;

13.1.6 He or his alternate is absent from four (4) consecutive meetings of the scheduled Council or sub-committee meetings without having obtained leave to be so absent from the Council unless an explanation to the satisfaction of the Secretary is given prior to the meeting.

13.1.7 He is removed as Representative of the Council in terms of clause 14.4.

13.2 The provisions of clause 13.1 above shall apply equally to Alternates.

14. CONDUCT OF REPRESENTATIVES

14.1 The Chairperson, the Vice-Chairperson and all Representatives and Alternatives shall sign a Code of Conduct as reviewed by Council from time to time and are bound by the provisions of the Code of Conduct.

14.2 Confidentiality and confidential information shall be respected at all times by all Representatives and Alternates, which confidentiality and confidential information shall be determined by the Council from time to time, all in accordance with section 201 of the Act.

14.3 The conduct of persons employed by the Parties shall be deemed to be the conduct of the Representative of that Party and any complaints or allegations shall be dealt with in terms of Clause 14.4.4, provided that the proceedings will be instituted against the Representative of the Party.

14.4 If any complaint or allegation of misconduct is lodged against the Chairperson, the Vice-Chairperson, a Representative, an Alternate or a Party to the Council, the procedure shall be:

14.4.1 For the appointment of an independent person by resolution of the Council within fourteen (14) days of the complaint being received, to investigate the allegation or complaint and to make a finding and recommendation to the Council;

14.4.2 That reasonable notice of the complaint or allegation be given to the accused;

14.4.3 That the accused is given a proper opportunity to be heard;

14.4.4 That written reasons be given for any finding or recommendation of the independent person;

14.4.5 That the Council makes a decision regarding the allegation or complaint of misconduct after having considered the independent person's finding and recommendation;

14.4.6 That the misconduct includes:

14.4.6.1 Breach of the Council's Code of Conduct including section 201 of the Act;

14.4.6.2 Acting in an improper manner;

14.4.6.3 A breach of this Constitution or any Clause of the Collective Agreement;

14.4.6.4 Conduct that impairs the perception of the accused's duties; and

14.4.7 That the Council has the power to warn, remove or impose any other sanction upon the accused for misconduct.

14.4.8 If the affected party is aggrieved by the finding of the Council, it may within seven (7) days request that the dispute be referred to arbitration in terms of clause 3.1.3, failing which the decision of the Council shall be final and binding on that Party. The arbitrator's decision shall be final and binding on the Parties.

14.4.9 Notwithstanding the requirement for the appointment of an independent person referred to in clause 14.4.1 above, the Chairperson may decide in his discretion to attempt to deal with the complaint or allegation within the Council if he is of the view that this is a viable course of action. If the Chairperson so decides, nothing precludes the appointment of an independent person referred to in 14.4.1 if Council so resolves following an attempt to deal with the complaint or allegation internally and furthermore, any Party aggrieved by the decision of the Council following an internal process as envisaged in this clause still has the right to request that the matter be referred to arbitration in terms of clause 14.4.8.

14.4.10 The Council has the power to immediately suspend the Chairperson, the Vice-Chairperson, a Representative or an Alternate from Council activities and deny such person access to the BIBC's offices pending the outcome of an investigation and/or decision of Council and/or arbitration.

15. REPRESENTATION OF SMALL AND MEDIUM ENTERPRISES

If one or more Employers' Organisations Party to the Council represent small and medium enterprises, at least one (1) of the employer Representatives referred to in clause 11.3.1 shall be the representative of small businesses on the Council. Should such a Representative withdraw or be removed from the Council as provided for in this Constitution, such Representative shall be replaced by a Representative representing small and medium enterprises.

16. ACTIONS ON BEHALF OF THE BIBC

16.1 Every Representative or Alternate or other official or employee of the BIBC shall be indemnified by the BIBC against all costs, losses, expenses and claims which he may incur or become liable for by reason of any act done by him in the discharge of his duties in good faith unless such costs, losses, expenses or claims are caused by the wilful default or fraudulent act or gross negligence of such person.

16.2 The BIBC shall reimburse to the Representative or Alternate or other official or employee of the BIBC all disbursements and expenses actually and reasonably incurred by them in carrying out their duties and exercising their powers, provided that the BIBC had approved such expenses prior to the expenses being incurred.

16.3 No Representative shall be disqualified from voting in respect of any contract or proposed contract or any litigation with the BIBC by virtue of any interest he might have therein, provided that he declares the nature and extent of the interest which must thereupon be noted in the records of the meeting, provided that if the majority of Representatives decide that the nature of the interest is such that it will have a material impact on the issue at hand, the Representative must recuse himself.

17. ELECTION AND DUTIES OF THE PRESIDING OFFICERS

17.1 The Council shall, at its first meeting, following the appointment of Representatives, elect a Chairperson and a Vice-Chairperson from nominations addressed to the Secretary in writing no later than seven (7) days before the meeting, neither of whom shall be a duly elected Representative or Alternate of any of the Parties to the Council but both of whom must be involved or previously involved in the Industry.

17.2 At such meeting, the Secretary shall act as Chairperson. If more than one person is proposed and seconded, a vote by secret ballot shall be taken and the nominee who receives the highest number of votes shall be declared elected as Chairperson. In the event of an equal number of votes being cast for two or more candidates, the Chairperson shall be decided by the drawing of lots. A like procedure shall be followed in the election of a Vice-Chairperson.

17.3 The Chairperson and the Vice-Chairperson shall hold office for twenty four (24) months or until the expiration of the period for which they have been appointed, whichever period is the shorter, and shall be eligible for re-election.

17.4 The Chairperson and Vice-Chairperson shall not be entitled to vote at any meeting of the Council.

17.5 The Chairperson, or in his absence, the Vice-Chairperson shall preside at all meetings of the Council. If the Chairperson and the Vice-Chairperson are both absent from any meeting, that meeting shall be presided over by a person elected at that meeting by those present.

17.6 The Chairperson shall enforce order at all meetings of the Council, sign minutes of meetings after confirmation and endorse audited, annual financial statements after approval by the Council. He shall, in addition, perform such other duties as delegated to him by the Council and such duties which by usage and custom pertain to his office.

17.7 The Vice-Chairperson shall attend all meetings of the Council and exercise the powers and perform the duties of the Chairperson in the absence or indisposition of the latter.

17.8 At any meeting the Chairperson may, at the close of any discussion and before a vote is taken make an impartial resume of the matter under discussion in order to assist the Council to arrive at a definite decision.

17.9 The Chairperson and Vice-Chairperson of the Council shall cease to hold office and shall be removed from office by the Council for serious neglect of duty, serious misconduct or due to incapacity, provided that the procedures as per clause 14.4 are followed.

18. DUTIES AND POWERS OF THE SECRETARY

The functioning of the Council shall not detract from the right of Management to:

- 18.1 Exercise and perform the powers, functions and duties relating to the supervision and control of the daily management and administration of the BIBC;
- 18.2 Substitute Annexures to this Constitution in accordance with any variations including to the jurisdiction in the registered scope, provided that the amended annexures are submitted to the Registrar;
- 18.3 Investigate and report to the Council on all matters connected with the Industry;
- 18.4 Assist in giving effect to the decisions of the Council in connection with the administration of any agreement arrived at by the Council;
- 18.5 Perform such other functions and exercise such other duties as may be delegated to it from time to time by the Council;
- 18.6 Complete the administrative and secretarial work arising from the functioning of the Council and from performing the functions and duties imposed on the Secretary by or in terms of the Act, this Constitution and any Agreement;
- 18.7 Keep such books of account as the Council may direct and cause such books of account and relative records to be periodically audited at least once every financial year;
- 18.8 Submit copies of the accounts, statements and the Auditor's report to the Parties and the Registrar as contemplated in terms of the Act;
- 18.9 Conduct all correspondence on behalf of the BIBC, attend all meetings of the Council and any sub-committee of the Council, or mandate a proxy, and ensure that the minutes of these meetings are recorded;
- 18.10 Delegate the Secretary's duties and powers to other officials of the BIBC with the view, inter alia, that copies of all correspondence of the BIBC will be kept, all monies received on behalf of the BIBC will be banked, the financial statements of the BIBC will

be prepared, the debts of the BIBC will be paid and all other duties and obligations of the BIBC in terms of the Act will be complied with;

18.11 Perform any other duty required of the Secretary in terms of the Act.

19. MEETINGS OF THE COUNCIL

19.1 Meetings of the Council must be held quarterly in person or virtually via a secure meeting platform approved by the Council or as per a schedule determined by the Chairperson. Special meetings shall be called upon a requisition by not less than fifty percent (50%) of the Parties and may also be called at the discretion of the Chairperson or as determined by the Council.

19.2 Notice of any meeting of the Council showing the business to be transacted shall be given to Representatives by the Secretary in writing at least seven (7) days before the date of such meeting provided that, in the case of special meetings the Chairperson may authorise the giving of shorter notice.

19.3 The quorum for meetings of the Council shall be 50% + 1 of the total number of Representatives or their Alternates of the Employers' Organisations and Trade Unions respectively.

19.4 If the number of Representatives present at the time and place fixed for a meeting is insufficient to form a quorum, a meeting of the Council shall upon written notice to Representatives by the Secretary be held on a day fixed by the Chairperson but not less than seven (7) days thereafter and at that meeting if the majority of the Representatives or their Alternates of the Employers' Organisations or the majority of the Representatives or their Alternates of the Trade Unions are absent from such adjourned meeting, the Representatives who are present shall be deemed to form a quorum.

19.5 Each Representative shall have one (1) vote only.

19.6 If any Representative is absent from any meeting and is not represented by an Alternate, the voting power of the Employers' Organisations or Trade Unions as the case may be shall be reduced as may be necessary to preserve equality of voting power.

19.7 A decision in favour of which not less than two-thirds of the Representatives present at the meeting at which the decision is taken and who are entitled to vote in terms of this clause have voted shall be the decision of the Council and shall and shall accordingly bind all of the Parties to the Council, irrespective of whether such Parties voted in favour of the decision or not. Notwithstanding the provisions of section 31 of the Act, any Agreement entered into by the Council in terms of a decision taken in accordance with this clause shall be binding upon all of the Parties to the Council, irrespective of whether they are parties to the Agreement or not.

19.8 If the Chairperson so determines, all motions shall be reduced to writing and shall be read by the Chairperson. No motion shall be considered unless seconded.

19.9 Points of procedure on which this Constitution is silent shall be decided by a majority of the votes of those present at a meeting and entitled to vote. In the event of an equal division of opinion on a point of procedure, the Parties shall revert back to their constitutes and the matter will be reconsidered at the following meeting.

19.10 The meetings of the Council shall be conducted in private, unless the Council decides otherwise.

20. EXEMPTIONS FROM COLLECTIVE AGREEMENTS

20.1 Any Party or non-Party to whom the collective agreement has been extended to in terms of section 32 of the Act or any member of a Party to the Collective Agreement may apply to the Council for exemption from any of the terms of the Collective Agreement.

20.2 All applications for exemption shall be in writing (on an application form as provided by the BIBC) and shall be addressed to the Secretary. The Secretary shall place valid applications for exemption on the agenda of the next meeting of the Exemptions Committee, for a decision.

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

20.3.1 The period for which the exemption is required;

20.3.2 The Agreement and clauses or sub-clauses of the Agreement from which exemption is required; and

20.3.3 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.

20.4 Applications for exemption referred to the Council shall be considered by the Exemptions Committee in accordance with the exemption criteria set out in the Agreement.

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

20.6 The applicant(s) shall be advised, in writing, of the Exemptions Committee's decision within fourteen (14) days following the meeting at which the applications were considered.

20.7 Within fourteen (14) days after having been advised of the Exemptions Committee's decision regarding an application for exemption, the Party or non-party who feels aggrieved by the Exemptions Committee's decision may submit a written appeal against the Exemptions Committee's decision to the Secretary of the BIBC. Such an appeal shall be fully reasoned.

20.8 In terms of section 32 of the Act, the BIBC hereby establishes an independent body to be known as the "Independent Exemptions Board" to hear and decide any appeal brought against:

20.8.1 The Exemptions Committee's refusal of a Party or non-party's application for exemption from the provisions of the Agreement; and

20.8.2 The withdrawal of such an exemption by the Exemptions Committee.

20.9 The Secretary shall submit the appeal, together with the Exemptions Committee's decision regarding the application for exemption, to the Independent Exemptions Board which shall as soon as possible and not later than thirty (30) days in terms of section 32 (3) of the Act after the appeal is lodged hear and decide the matter with reference to the exemption criteria set out in the Agreement.

20.10 Should the Independent Exemptions Board decide to uphold the appeal and grant an exemption it shall issue a certificate and advise the applicant within fourteen (14) days of the date of the decision, clearly specifying-

20.10.1 The terms of the exemption; and

20.10.2 The reporting requirements by the applicant and the monitoring and re-evaluation processes.

20.11 Should the Independent Exemptions Board decide against granting an exemption or part of an exemption requested, it shall advise the applicant within fourteen (14) days of the date of such decision and shall provide the reason or reasons for the decision not to grant an exemption.

20.12 The Exemptions Committee may also refer any application for exemption directly to the Independent Exemptions Board. The Independent Exemptions Board's decision regarding the granting or denying of the exemption will be final and both the applicant and the BIBC will be bound by the decision of the Independent Exemption Board.

21. SUB-COMMITTEES

21.1 The Council may appoint sub-committees consisting of such equal number of Representatives of each of the Employers' Organisations and Trade Unions as it may determine, and who shall be elected from amongst the Representatives on the Council or the Alternates, provided that the members of the sub-committee must collectively have sufficient qualifications and experience to fulfil their duties on the sub-committee as determined by the Council.

- 21.2 Alternates to Representatives on any sub-committee may be appointed, who shall be Representatives of the same Party as the Representative for whom they will be the Alternate.
- 21.3 The appointment of all Representatives and Alternates to sub-committees of Council must be approved by the Council.
- 21.4 The Representatives on any sub-committee shall hold office for a period of twenty-four (24) months or until the expiration of the period for which they were appointed as Representatives, whichever is the shorter, provided that the period of their appointment shall continue until their successors assume office. Representatives shall be eligible for re-election. They may resign from a sub-committee by giving seven (7) days' notice in writing to the Secretary and shall vacate their seat on ceasing to be eligible for membership of a sub-committee including when he ceases to be a Representative of the Council for whatever reason.
- 21.5 If a seat on a sub-committee becomes vacant, the vacancy shall be filled by the Council from amongst the Representatives of the Employers' Organisations or the Trade Unions, as the case may be. Any Representative so appointed to fill a vacancy on a sub-committee shall hold office for the unexpired period of office of his predecessor.
- 21.6 The chairperson of a sub-committee may be the Chairperson, or a person chosen by the Council or that sub-committee from amongst its members or otherwise as the Council may determine. If the chairperson is not chosen from amongst the Representatives of the Employers' Organisations or Trade Unions on that sub-committee, they shall not be entitled to vote.
- 21.7 Subject to the Act, and without in any way limiting its powers, the Council may appoint one (1) or more sub-committees to:
- 21.7.1 Investigate and report to the Council on all matters connected with the Industry;
 - 21.7.2 Assist in giving effect to the decisions of the Council in connection with the administration of any Agreement arrived at by the Council;
 - 21.7.3 Administer and enforce any Agreement arrived at by the Council;

21.7.4 Exercise the powers and perform the duties of the Council between the meetings of the Council;

21.7.5 Perform any such functions and exercise any such duties as may be delegated to it from time to time.

21.8 Each sub-committee of the Council shall perform their duties, derive their powers and act in accordance with the terms of reference for such sub-committee approved by the Council.

21.9 MEETINGS OF SUB-COMMITTEES

21.9.1 Meetings of a sub-committee shall be held as the occasion arises at such time and place as may in the opinion of the chairperson of the sub-committee be convenient or necessary. Notice of such meeting shall be given in writing to the members of that sub-committee by the Secretary at least seven (7) days before the meeting takes place, except in cases of emergency where the chairperson may, in his discretion, authorise shorter notice. Special meetings shall be called upon a requisition by not less than two (2) members of that sub-committee which meeting shall be called within three (3) days of receipt of the requisition by the chairperson.

21.9.2 The quorum for meetings of any sub-committee shall be 50% + 1 of the Representatives or alternates. If within fifteen (15) minutes of the time fixed for any meeting, a quorum is not present, the meeting shall stand adjourned to a date to be fixed by the chairperson, not more than seven (7) days later, and at such adjourned meeting the members present shall form a quorum.

21.9.3 A majority vote shall decide any question at a sub-committee meeting. Save as aforesaid, meetings of any sub-committee shall be conducted in the same way as provided in this Constitution in respect of meetings of the Council.

22. MINUTES OF MEETINGS

22.1 Minutes of all decisions taken at meetings of the Council and of sub-committees shall be taken by the Secretary and copies circulated to all Representatives.

22.2 The Secretary shall submit the minutes of any meeting of the Council and the sub-committees to the next succeeding ordinary meeting of the Council or of the sub-committees, as the case may be, and at that meeting the Council or sub-committee shall, after making such corrections as it deems necessary, confirm the minutes by resolution and the person presiding at that meeting shall approve the minutes so confirmed. All sub-committee minutes must be tabled at a Council meeting and must be approved by the sub-committee prior to the next Council meeting in order for the minutes to be submitted for consideration at the Council meeting timeously.

22.3 Any minutes purporting to be approved by the Council or sub-committee (as the case may be) shall upon their mere production by any person be received as prima facie evidence of the proceedings recorded therein.

22.4 Copies of all the minutes of the Council or sub-committee (as the case may be) shall be kept for a period of not less than five (5) years and forwarded to the Registrar in conformity with the provisions of the Act.

23. EXPENSES OF THE BIBC

23.1 The expenses of the BIBC shall be met from a fund which shall be raised by levies on the Parties and non-parties and interest earned, in line with the Act.

23.2 All monies received shall be deposited within seven (7) days of receipt by the BIBC to the credit of the BIBC with a bank to be decided upon by the Council and any surplus funds which are not for the time being required for the purposes of the BIBC referred to in clause 23.3 may be invested as provided for in section 53(5) of the Act.

23.3 The funds of the BIBC shall be applied to the payment of expenses arising from the administration of the affairs of the BIBC, and the exercise of any of its powers and/or functions in terms of this Constitution and the Act.

23.4 Monthly statements showing the income and expenditure and the financial position of the BIBC shall be submitted to the Council by the Secretary.

23.5 The Secretary shall, in respect of the twelve (12) months ending on 31 October, and not later than the 30 April of each succeeding year, prepare statements showing

23.5.1 Monies received during the twelve (12) months ending 31 October indicating whether in terms of any Agreement or from any other source;

23.5.2 Expenditure incurred during the twelve (12) months ending 31 October; and

23.5.3 A balance sheet as at 31 October showing the assets and liabilities of the BIBC.

23.6 Such statements shall be audited by the auditors and be available for inspection by Parties of the Council and otherwise be dealt with as required in terms of the Act.

23.7 A separate account shall be kept for each class of fund from a different source but the BIBC may transfer amounts from one fund to another by way of loan or grant as it may in its discretion consider advisable, provided however, that the funds of the pension fund shall be used only for the purposes of that fund.

23.8 The BIBC shall be entitled to utilise any cash amount or guarantee lodged by an employer with the BIBC to pay any amount which may be due to the BIBC by such employer in respect of wages, levies and contributions which may be due to anyone or more employees of such employer, where the BIBC is satisfied that such wages are due and payable to the employees concerned by the employer involved. The BIBC may only utilise such cash amount or a guarantee if there is a valid Arbitration Award or Settlement Agreement in respect of the wages, levies and contributions due to the employees of such an employer.

23.9 The BIBC shall bank at such bank or banks as the Council may from time to time determine.

23.10 Subject to clause 16.1, the BIBC may authorise the payment of any amount which the BIBC itself, a member of the Council, or an official or Representative of the BIBC is in law obliged to pay in consequence of any mis-application of the BIBC funds or loss arising by negligence or mal-administration and may pay from the funds of the BIBC any amount becoming due by any other person where such person incurred such liability or loss when acting as a nominee of the BIBC or as a party to the Council in carrying out any duty in connection with the Industry.

24. APPOINTMENT OF BIBC OFFICIALS

24.1 The Council shall appoint, on such terms and conditions of employment as it deems appropriate, a Secretary who shall perform such duties as the Council may direct.

24.2 The BIBC may resolve to appoint one (1) or more agent/s to assist in giving effect to the terms of any Agreement which may be arrived at by the Parties, and may request the Minister to appoint such agent/s in terms of section 33 of the Act.

24.3 The BIBC may also appoint, on such terms and conditions of employment as it deems appropriate, such other paid officials as may be necessary who are to assist the Secretary in the performance of his duties.

24.4 The Council shall appoint an external auditor registered as such as the auditor of the Council to hold office for a period determined by Council and shall fill any vacancy that might occur from time to time, which auditor shall be paid such fee as the Council may decide.

25. POWERS TO ACT

25.1 All electronic bank transfers (EFT's) effected from any of the BIBC's banking accounts shall be signed by or authorised by two (2) persons out of a panel of persons appointed for this purpose by the Council from time to time, which shall be reviewed by the Council as required.

25.2 Any documents relating to the investment or withdrawal of any funds of the BIBC shall be signed by any two (2) persons empowered to transact on behalf of the BIBC.

25.3 The Chairperson, Vice-Chairperson and Secretary shall sign on behalf of the Employers' Organisations and Trade Unions any Agreement to which they are parties.

25.4 The Secretary or his delegate shall sign all correspondence of the BIBC.

26. STRIKES AND LOCKOUTS

26.1 No person subject to the provisions of any Collective Agreement entered into by the Parties from time to time shall engage in or participate in a strike or lockout or any conduct in furtherance of a strike or lockout in respect of any matter regulated by such

Agreement for its duration, where such Agreement prohibits a strike or lockout in respect of those matters.

26.2 No strikes, lockout or industrial action of any nature relating to a matter not regulated in terms of a Collective Agreement shall take place within or amongst the Parties of the Council or their members during the currency of an Agreement and thereafter until the matter giving occasion thereto has been dealt with in accordance with the provisions of this Constitution and the Act.

26.3 The Council shall further be entitled to enter into Agreements from time to time, and in accordance with this Constitution, in respect of matters which may not form the subject of a strike or lockout in the Industry for the period prescribed in any such Agreement.

27. DISPUTES

27.1 For the purpose of this section, a dispute of rights shall include disputes relating to matters of law, or to the question of whether a party has a legal right to do, receive, give or refrain from doing something. It shall also include the interpretation of statutory provisions and terms of Agreements. All other disputes shall be regarded as disputes of interest.

27.2 Disputes between the parties to the BIBC and other disputes within the registered scope of the BIBC.

27.2.1 Should a dispute arise between the Parties to the Council or their members (other than a dispute about the interpretation or application of this Constitution) or should a dispute involving any party who is not a party to a Council, but who falls within the registered scope of the BIBC be referred to the BIBC, the dispute shall be resolved as follows:-

27.2.2 If a dispute is one of right, it shall be referred in writing to the BIBC and the BIBC shall attempt to resolve the dispute, within thirty (30) days of referral or any extended period agreed by the parties, through conciliation by a BIBC conciliator. At the conclusion of the conciliation process the BIBC must serve a copy of a certificate on each party or the representatives of the parties of the dispute stating whether or not the dispute has been resolved.

27.2.3 If the BIBC fails to resolve the dispute or if any party is aggrieved by the BIBC's decision referred to in clause 27.2.2 above, it may within seven (7) days of the decision, request that the dispute be referred to arbitration;

27.2.4 Should the dispute be referred to arbitration, the Secretary shall allocate an arbitrator from a panel of independent arbitrators approved of by the BIBC on an annual basis: Provided that -

27.2.4.1 In the event of the parties to the dispute agreeing on an arbitrator from the panel as referred to in subclause 27.2.4, the Secretary shall attempt to appoint the person chosen; and

27.2.4.2 The arbitrator shall have the power to decide upon the procedure to be followed at the hearing of the arbitration, and shall have the discretion, to make an award in respect of the costs of the arbitration in terms of subsection 138(10) of the Act; and

27.2.4.3 The arbitrator's decision shall be final and binding.

27.3 If a dispute of interest is referred to the BIBC, the procedure shall be as follows:-

27.3.1 The issue in dispute shall be referred to the BIBC which shall attempt to resolve the dispute through conciliation within thirty (30) days of the date of receipt of the dispute. The parties may agree to extend the thirty-day period.

27.3.2 At the end of the thirty-day period, or any further period agreed between the parties, the Secretary of the BIBC must issue a certificate stating whether or not the dispute has been resolved.

27.3.3 If a certificate has been issued stating that any dispute referred to in sub-clause 27.3 remains unresolved, the BIBC shall appoint an arbitrator in terms of clause 27.2.4 who shall determine the dispute in terms of clause 27.2.4.2. The Arbitrator's decision shall be final and binding.

27.3.4 If the arbitrator makes an award in favour of a strike or lockout as the case may be provided that:

27.3.5 No trade union or member of such trade union shall call or take part in any strike unless the majority of the members of the trade union in good standing in the area and in the sector in which the strike is called have voted by ballot in favour of such action after a certificate has been issued stating that the dispute remains unresolved; and

27.3.6 In the case of a proposed strike, at least forty-eight (48) hours' notice of the commencement of the strike, in writing, has been given to the employers' organisation concerned; and

27.3.7 In the case of a proposed lockout, at least forty-eight (48) hours' notice of the commencement of the lockout, in writing, has been given to the registered trade union that is a party to the dispute.

28. NOTICES

28.1 Any notice that has to or may be given in terms of this Constitution shall be given in writing and shall :

28.1.1 In the case of the Council, be addressed to it at the office of the BIBC for the attention of the Secretary; and

28.1.2 In the case of the BIBC, be addressed to it at the office of the BIBC for the attention of the Secretary; and

28.1.3 In the case of a Party or Representative be addressed to it or him at the address as recorded in the records of the BIBC.

28.2 Such notice may be either sent by post, by facsimile, by email or delivered by hand, and in the case of any notice:

28.2.1 Sent by registered post, it shall be deemed to have been received seven ⁽⁷⁾ days after posting; and

28.2.2 Delivered by hand shall be deemed to have been received, unless the contrary is proved, on the date of delivery thereof to, in the case of the Council, the

BIBC, the Secretary, and in the case of any other person at the relevant address; and

28.2.3 Transmitted by facsimile, a transmission report of a facsimile transmission shall be deemed to be proof of receipt; and

28.2.4 Sent by email deemed to have been received upon transmission unless the contrary is proved by the person who disputes receipt.

28.3 In the event that the Council or the BIBC calls in correspondence for a response by a Party and the Party fails to respond within the period requested by the Council or the BIBC, any proposal or notice given by the Council or the BIBC to such Party in terms of the correspondence to which the Party has failed to respond timeously shall be deemed to have been accepted by that Party and the Council or the BIBC shall proceed to act accordingly.

29. NEGOTIATING PROCEDURE ON MATTERS OF MUTUAL INTEREST

29.1 Parties shall submit a written proposal regarding a matter of mutual interest to the Secretary for consideration by the Council, subject to the following:

29.1.1 Employers' Organisations shall only be permitted to submit proposals that have been collectively agreed to by all Employers' Organisations that are Party to the Council prior to the submission.

29.1.2 Trade Unions shall only be permitted to submit proposals that have been collectively agreed to by all Trade Unions that are Party to the Council prior to the submission.

29.2 If it is decided that the Council will deal with a proposal, it must meet within thirty (30) days after receipt of a proposal submitted or any time thereafter, if the Party who made the proposal agrees thereto.

29.3 At the meeting referred to in clause 29.2, the Council must attempt to agree on a negotiation process which may include the following:

29.3.1 The submission of counter proposals;

29.3.2 The establishment of a negotiating committee; and

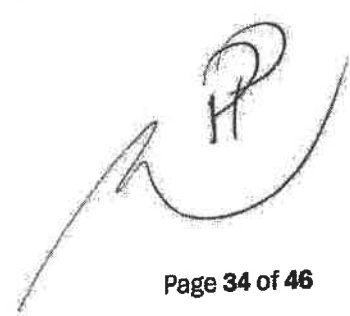
29.3.3 The time-table for negotiation.

30. DISSOLUTION AND WINDING UP

30.1 The Council may resolve by a two-thirds majority to wind up its affairs and dissolve, provided that dissolution shall not take place nor shall any of the Parties be released from the provisions of an Agreement during its currency. In the event of such a resolution being taken, the BIBC shall approach the Labour Court for an order in terms of section 59 of the Act as soon as is reasonably practicable after the expiration of all Agreements in place at the time of the resolution, unless all the Parties have decided, at a meeting where at least two thirds of the representatives have voted in favour of such a decision, that no parties will be bound to the Agreement due to the Minister not extending the Agreement to non-parties.

30.2 Subject to any order of the Labour Court in terms of section 59 of the Act, the following provisions shall apply in the event of the BIBC being wound up as a result of such dissolution, or at any other time if for any reason the BIBC is unable to continue to function:

30.2.1 The available Representatives shall appoint a liquidator, who shall not be a Representative on the Council, and shall be paid such fees as may be agreed upon between himself and the available Representatives on the Council or failing that as ordered by the Labour Court, to carry out the winding up, provided that if the Parties fail to so appoint a liquidator, the Labour Court shall appoint such a liquidator;

A large, stylized handwritten signature in black ink, appearing to be 'HP' or similar initials, is written over the bottom right portion of the page.

30.2.2 The liquidator so appointed shall take possession of the BIBC's books of account, documents, assets and funds;

30.2.3 The liquidator shall take the necessary steps to liquidate the debts and assets of the BIBC and, if the funds and proceeds are insufficient to pay all creditors after the liquidator's fees and the expenses of winding up have been met, the order in which creditors shall be paid shall be the same as that prescribed in any law for the time being in force in relation to the distribution of the assets of an insolvent estate and the liquidator's fees and expenses of winding up shall rank as a first charge against the assets of the BIBC;

30.2.4 After payment of all debts, the remaining funds, if any, shall be realised by the liquidator or the other person so appointed, and the proceeds thereof shall be paid to the Parties to the Council, in shares proportional to the Representatives of each party at the time of winding up;

30.2.5 On the completion of the winding up of the BIBC, all records of the BIBC shall be dealt with in accordance with the Act.

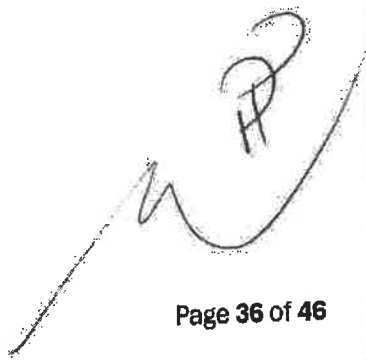
31. GENERAL

31.1 The previous Constitution of the BIBC, as amended, is hereby repealed.

31.2 Notwithstanding the aforesaid repeal, any authority constituted or person appointed or power conferred or anything done in pursuance of any powers conferred by or by virtue of the said repealed Constitution shall be deemed to have been constituted, appointed, conferred or done in pursuance of powers conferred by or by virtue of the corresponding provisions of this Constitution.

31.3 Any application, objection, enquiry, appeal, dispute or other proceeding commenced prior to the adoption of this Constitution which may not have been concluded before

the adoption of this Constitution or which, having been so concluded is thereafter re-opened, shall be continued in all respects as if this Constitution had not been adopted, save if the parties thereto shall agree otherwise.

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials 'HP' followed by a flourish.

32. ANNEXURES

ANNEXURE A: REGISTRATION CERTIFICATE AND REGISTERED SCOPE

Labour Relations Act, 1995
Section 29(1)(a)

CERTIFICATE OF REGISTRATION OF BARGAINING COUNCIL

This is to certify that

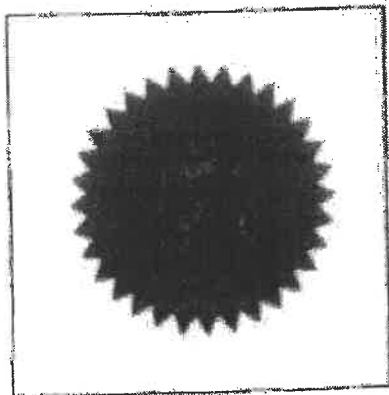
the Building Industry Bargaining Council (Cape of Good Hope)

(Name of bargaining council)

has in terms of section 29(15)(a) of the Labour Relations Act, 1995, been
registered as a Bargaining Council with effect from

15 July 1997

The registered scope of the Bargaining Council is the *Building Industry as approved and set
out in the annexure hereto
in the areas indicated therein as those areas were constituted as at the mentioned dates.*



(Official stamp of Registrar)

Reference number LR2/6/6/14



Registrar of Labour Relations

Date *15 July 1997*

DEPARTMENT OF LABOUR

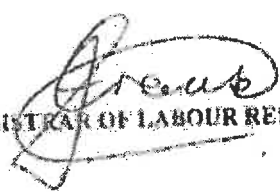
NO. R. 287

31 MARCH 2017

LABOUR RELATIONS ACT, 1995

VARIATION OF REGISTERED SCOPE OF THE BUILDING INDUSTRY
BARGAINING COUNCIL (CAPE OF GOOD HOPE)

L. Johannes Theodorius Cronje, Registrar of Labour Relations, hereby, in terms of section 58(1) read with Section 29 of the Labour Relations Act, 1995, give notice in terms of section 102 that, following an application by the above-mentioned Council, its scope has been varied as contained in the Annexure hereto


REGISTRAR OF LABOUR RELATIONS

ANNEXURE

The scope of registration of the above-mentioned bargaining council has, in terms of section 58(1) of the Act been varied. With effect from 20 March 2017 the bargaining council is registered in respect of:

- (1) The Building Industry, 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
- (2) 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

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"Building 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 site of the buildings or structures or elsewhere. Provided that such manufacturing activities shall be limited to the specific manufacturing activities that are mentioned in the following trades or subdivisions thereof, and shall further be limited to the carrying out of such activities by an employee who is associated with his employer for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures for use by him in the conducting of building work, and includes all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolitions were not carried out for the purpose of preparing the sites for building operations, but does not include the wiring of or installation in buildings of lighting, heating or other permanent electrical fixtures and the installation, maintenance or repair of lifts in buildings:

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

bricklaying, which includes concreting and fixing glass bricks, concrete blocks, slabs or plates, tiling walls and floors, joining 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, asphalt and sheeting, and the erecting prefabricated concrete structures of garden walls and/or boundary walls with posts or sills.

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

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

floor laying and wall covering, which 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;

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

joinery, which includes the fixing of all wooden fittings and 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 adhere to the building as a permanent part thereof;

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

mass manufacturing section, means that sector 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 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 melamine, or any other type of laminate, the manufacture of post from tops which include, but is not limited to the cutting and edging thereof with melamine.

masonry, which 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;

metal work, which 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;

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

plastering, which includes modelling, model-making, fixing casts in moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, plastering, terrazzo and composition floor laying, composition wall covering and polishing, operating of portable spinner and flexible

cutting and finishing machine, pre-cast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, decorative spraying and all processes incidental to the completion of ceilings and walls whether or not the fixing in the building or structure is done by the person making or preparing the article used.

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

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

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

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

structure, which includes walls, boundary, garden and retaining walls and monuments.

woodworking, which includes carpentry and veneer joining and the polishing and sandpapering of same, woodwork, the manufacture of fixtures to specification for installation in specified building, and the manufacture of stocks, including eunang, carving, fixing, corrugated iron or asbestos tile, shingling and other roof covering, 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 work, and the sandpapering, of same, opening of portable grinders and flexible cutting, grinding and polishing machine, shattering 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.

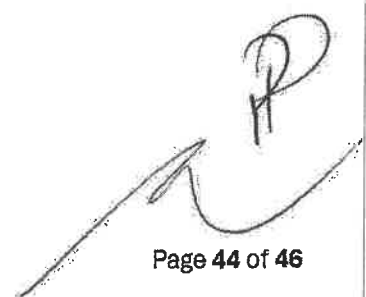
J. T. Crouse
REGISTRAR OF LABOUR RELATIONS

DATE: 20 March 2017.

ANNEXURE B: PARTIES TO THE COUNCIL

- Employer Parties**
- : Boland Master Builders and Allied Trades Association – [MBA Boland]
 - : Consolidated Employers Organisation – [CEO]
 - : Master Builders and Allied Trades' Association Western Cape – [MBAWC]

- Employee Parties**
- : Building Wood and Allied Workers Union of South Africa – [BWAUSA]
 - : Building Workers' Union – [BWU]
 - : National Union of Mine Workers – [NUM]

A handwritten signature in black ink, consisting of a stylized 'R' followed by a 'P' and a flourish.

ANNEXURE C: AREA OF JURISDICTION

The area covers approximately 4000² kilometres. It extends from Pearly Beach in the Overstrand, along the Hottentots Holland mountain range to Riebeeck West and then westwards towards Ysterfontein. The area includes the entire Cape Peninsula.



THE CONSTITUTION IS CONFIRMED AS CORRECT BY THE UNDERSIGNED ON THIS
10TH DAY OF MARCH 2025.

A handwritten signature in black ink, appearing to be 'P. Higgins', written over a horizontal line.

Secretary of the Building Industry Bargaining Council

A handwritten signature in black ink, appearing to be 'P. Higgins', written over a horizontal line.

THE CONSTITUTION IS CONFIRMED AS CORRECT BY THE UNDERSIGNED ON THIS
10TH DAY OF MARCH 2025.

A handwritten signature in black ink, appearing to read 'P. Huges', is positioned above a horizontal line.

Secretary of the Building Industry Bargaining Council