

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette	*No. 11796*	*Regulasiekoerant*
Vol. 716	**28 February / Februarie 2025**	**No. 52185**

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ISSN 1682-5845

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

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NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works* (*GPW*).

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*'. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as **@gpw.gov.za**

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at **www.gpwonline.co.za**
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: **Annamarie.DuToit@gpw.gov.za**

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: **Bonakele.Mbhele@gpw.gov.za**

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: **Daniel.Legoabe@gpw.gov.za**

Closing times for **ORDINARY WEEKLY** *REGULATION GAZETTE* 2025

*The closing time is **15:00** sharp on the following days:*

- **24 December,** Wednesday for the issue of Friday **03 January 2025**
- **03 January,** Friday for the issue of Friday **10 January 2025**
- **10 January,** Friday for the issue of Friday **17 January 2025**
- **17 January,** Friday for the issue of Friday **24 January 2025**
- **24 January,** Friday for the issue of Friday **31 January 2025**
- **31 January,** Friday for the issue of Friday **07 February 2025**
- **07 February,** Friday for the issue of Friday **14 February 2025**
- **14 February,** Friday for the issue of Friday **21 February 2025**
- **21 February,** Friday for the issue of Friday **28 February 2025**
- **28 February,** Friday for the issue of Friday **07 March 2025**
- **07 March,** Friday for the issue of Friday **14 March 2025**
- **13 March,** Thursday for the issue of Thursday **20 March 2025**
- **20 March,** Thursday for the issue of Friday **28 March 2025**
- **28 March,** Friday for the issue of Friday **04 April 2025**
- **04 April,** Friday for the issue of Friday **11 April 2025**
- **10 April,** Thursday for the issue of Thursday **17 April 2025**
- **16 April,** Wednesday for the issue of Friday **25 April 2025**
- **23 April,** Wednesday for the issue of Friday **02 May 2025**
- **02 May,** Friday for the issue of Friday **09 May 2025**
- **09 May,** Friday for the issue of Friday **16 May 2025**
- **16 May,** Friday for the issue of Friday **23 May 2025**
- **23 May,** Friday for the issue of Friday **30 May 2025**
- **30 May,** Friday for the issue of Friday **06 June 2025**
- **06 June,** Friday for the issue of Friday **13 June 2025**
- **12 June,** Thursday for the issue of Friday **20 June 2025**
- **20 June,** Friday for the issue of Friday **27 June 2025**
- **27 June,** Friday for the issue of Friday **04 July 2025**
- **04 July,** Friday for the issue of Friday **11 July 2025**
- **11 July,** Friday for the issue of Friday **18 July 2025**
- **18 July,** Friday for the issue of Friday **25 July 2025**
- **25 July,** Friday for the issue of Friday **01 August 2025**
- **01 August,** Friday for the issue of Friday **08 August 2025**
- **08 August,** Friday for the issue of Friday **15 August 2025**
- **15 August,** Friday for the issue of Friday **22 August 2025**
- **22 August,** Friday for the issue of Friday **29 August 2025**
- **29 August,** Friday for the issue of Friday **05 September 2025**
- **05 September,** Friday for the issue of Friday **12 September 2025**
- **12 September,** Friday for the issue of Friday **19 September 2025**
- **18 September,** Thursday for the issue of Friday **26 September 2025**
- **26 September,** Friday for the issue of Friday **03 October 2025**
- **03 October,** Friday for the issue of Friday **10 October 2025**
- **10 October,** Friday for the issue of Friday **17 October 2025**
- **17 October,** Friday for the issue of Friday **24 October 2025**
- **24 October,** Friday for the issue of Friday **31 October 2025**
- **31 October,** Friday for the issue of Friday **07 November 2025**
- **07 November,** Friday for the issue of Friday **14 November 2025**
- **14 November,** Friday for the issue of Friday **21 November 2025**
- **21 November,** Friday for the issue of Friday **28 November 2025**
- **28 November,** Friday for the issue of Friday **5 December 2025**
- **05 December,** Friday for the issue of Friday **12 December 2025**
- **11 December,** Thursday for the issue of Friday **19 December 2025**
- **17 December,** Wednesday for the issue of Wednesday **24 December 2025**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	**Page Space**	**New Price (R)**
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at R**3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works** (**GPW**) has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe* Forms. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

Closing Times for Acceptance of Notices

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

   All re-submissions will be subject to the standard cut-off times.
   All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
Extraordinary Gazettes	As required	Any day of the week	*Before 10h00 on publication date*	*Before 10h00 on publication date*
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days **after** submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.

5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat* / *Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.

6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.

7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.

8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.

   8.1. Each of the following documents must be attached to the email as a separate attachment:

      8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.

         8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form

         8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.

      8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. *(Please see Quotation section below for further details)*

      8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order**. Non-Government Printing Works** account customer needs to submit the proof of payment for the notice

      8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. *(Please see the Copy Section below, for the specifications)*.

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.

10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE.**

11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.

12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.

    13.1. ***Take note:*** **GPW**'s annual tariff increase takes place on ***1 April*** therefore any quotations issued, accepted and submitted for publication up to ***31 March*** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.

14. Each quotation has a unique number.

15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.

    15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.

    15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.

16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS**:

    16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.

    16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.

        16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).

17. **APPLICABLE ONLY TO CASH CUSTOMERS:**

    17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.

18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).

19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.

    19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:

24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.

24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.

24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.

24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Approval of notices

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

Government Printer Indemnified Against Liability

27. The Government Printer will assume no liability in respect of—

27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

Liability of advertiser

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

Customer inquiries

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.
GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.
Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.

30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.

32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.

33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.

34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.

35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.

36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.

37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

Proof of publication

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.

39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:	**Postal Address:**	**GPW Banking Details:**
Government Printing Works	Private Bag X85	**Bank:** ABSA Bosman Street
149 Bosman Street	Pretoria	**Account No.:** 405 7114 016
Pretoria	0001	**Branch Code:** 632-005

For Gazette and Notice submissions: Gazette Submissions:	**E-mail:** submit.egazette@gpw.gov.za
For queries and quotations, contact: Gazette Contact Centre:	**E-mail:** info.egazette@gpw.gov.za
	Tel: 012-748 6200
Contact person for subscribers: Mrs M. Toka:	**E-mail:** subscriptions@gpw.gov.za
	Tel: 012-748-6066 / 6060 / 6058
	Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 5908 **28 February 2025**

AGRICULTURAL PESTS ACT, 1983

(ACT NO. 36 OF 1983)

CONTROL MEASURES RELATING TO POLYPHAGOUS SHOT HOLE BORER: AMENDMENT

I, John Steenhuisen, Minister of Agriculture, acting under section 6 of the Agricultural Pests Act, 1983 (Act No. 36 of 1983), has amended the Control Measures set out in the Schedule.

MR J STEENHUISEN, MP
MINISTER OF AGRICULTURE

SCHEDULE

In this Schedule "the Control Measures" means the control measures published in the Government Notice No. R. 725 of 13 August 2021.

Amendment of definitions of the Control Measures

1. The definitions of the Control Measures are hereby amended by the insertion of the following definitions in their correct alphabetical order-

"pest" means any species, strain or biotype of plant, animal or pathogenic agent injurious to plants or plant products;

"quarantine pest" means any pest of potential economic importance to the area endangered thereby and not yet present there, or present but not yet widely distributed and being officially controlled;

"regulated pest" means a quarantine pest or a regulated non-quarantine pest;"

2. The following definitions are hereby substituted for the definitions of "infested plant" and "reproductive host plants" respectively-

"infested plant" means the presence in a plant and/ or wood of a living pest of the plant or plant product concerned;

"reproductive host plant/s" means the plant, part of a plant, and/or wood that the beetle infests and where it successfully establishes a breeding gallery in which the fungus grows, where eggs are laid, and larvae develop into mature adults, thus completing its life cycle."

Amendment of control measure 2 of the Control Measures

3. Control measure 2 is hereby amended by the addition of the following sub control measure:

"(3) The reporting procedures to be followed when a new pest or regulated pest of plants has been detected in South Africa are specified in appendix 1 of these Control Measures."

Amendment of control measure 4 of the Control Measures

4. The control measure 4 of the Control Measures is hereby substituted by-

(a) the substitution for the heading of the control measure of the following heading:

"Prohibition relating to the removal, keeping, planting or cultivation of infested plant/ wood"

(b) the substitution for sub-control measure (2) of the following sub-control measure:

"(2) No user of land shall keep, plant or cultivate any Polyphagous Shot Hole Borer infested plant/wood listed in table 2 and 3 in any land within the Republic."

Substitution of control measure 5 of the Control Measures

5. The following control measure is hereby substituted for control measure 5 of the Control Measures:

"5. The executive officer and/or an authorised person shall issue an official order, which shall be complied with in terms of section 7 of the Act to any area infested with Polyphagous Shot Hole Borer."

Amendment of the control measure 6 of the Control Measures

6. Control measure 6 of the Control Measures is hereby amended by:

(a) the substitution for the heading of the control measure of the following heading:

"Destruction of infested plants, part of a plant, plant products and other regulated articles"

(b) the substitution for control measure 6 of the following control measure:

"**6**. If the executive officer and/or an authorised person suspect on a reasonable ground or has established that plants, part of a plant, plant products and other regulated articles have been kept or cultivated, removed, or conveyed contrary to the provisions of these Control Measures, he/she may-

(a) destroy such infested plants, part of a plant, plant products and other regulated articles listed under table 2;

(b) order that the user of land or owner of land shall destroy such infested plants, part of a plant, plant products and other regulated article in line with the phytosanitary guidelines."

Amendment of the control measure 10 of the Control Measures

7. The following paragraph is hereby substituted for paragraph (b) of control measure 10(2) of the control measures:

"(b) after having been thus completed, paying the fees specified in table 6 of the Control Measures R. 110 of 27 January 1984, shall be submitted to the executive officer of the said Act; and"

Substitution of table 2 of the Control Measures

8. The following Table is hereby substituted for Table 2 of the Control Measures:

TABLE 2

Reproductive host plant

Scientific name	**Common name**
Persea americana	Avocado
Carya illinoinensis	Pecan nut
Macadamia integrifolia	Macadamia nut

Amendment of table 3 of the Control Measures

9. Table 3 of the Control Measures is hereby amended by the inclusion of the following non-reproductive host plant-

TABLE 3

Non-reproductive host plant

Malus domestica	Apple

10. Table 3 of the Control Measures is hereby amended by the deletion of the following non-reproductive host plant -

Carya illinoinensis	Pecan nut

Addition of Appendix to Control Measures

11. The following Appendix is added to the Control Measures:

APPENDIX 1:

Procedures to be followed when a new pest/regulated pest of plants has been detected in South Africa

1) Any user of land and/or landowner including any community members, municipal authorities, traditional authorities, farmers, universities and other affected role players in the Republic of South Africa must immediately notify the Department of Agriculture, Rural Development and Land Reform (DALRRD) of any suspected occurrence or detection of a new pest/ regulated pest/s in their area.
2) If the detected pest is not a regulated pest, the land user/owner shall be notified.
3) If the detected pest is a quarantine pest, the area concerned shall be declared a quarantine area by the executive officer of the said Act.
4) The land user/ owner of the affected land shall be served with an official order in terms of Section 7 of the Agricultural Pests Act, 1983 (Act No. 36 of 1983).
5) The land user/ owner of the affected land shall be advised accordingly about the phytosanitary control measures or conditions to be complied with in terms of Section 6 of the said Act.
6) The prescribed measures may include specific management practices to control the pest and prohibition or restrictions of movement of host plants or plant products in and out of the area concerned as per the official order served.

Contact details

To report occurrence or suspected occurrence of the pest please contact: MaandaR@dalrrd.gov.za or JulieM@dalrrd.gov.za or LinnethM@dalrrd.gov.za Tel: 012 319 6164/6104/ 6525

For inspection and removal permit contact: Directorate: Inspection Services Tel 012 319 8735/8795/8763/8773 Email: removalpermits@dalrrd.gov.za

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 5909 **28 February 2025**

agriculture, land reform & rural development
Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

PLANT IMPROVEMENT ACT (ACT No. 53 of 1976)

TABLE 1
FEES PAYABLE 2025/04/01 – 2026/03/31

[Table 1 substituted and amended by R. 1621 of 22 July 1983, R. 2173 of 28 September 1984, R. 1522 of 12 July 1985, R. 256 of 14 February 1986, R. 1489 of 11 July 1986, R. 1700 of 7 August 1987, R. 1518 of 14 July 1989, R. 1976 of 15 September 1989, R. 76 of 18 January 1991, R. 174 of 10 February 1995, R. 1976 of 22 December 1995, R. 1011 of 1 August 1997, R. 1284 of 16 October 1998, R. 1015 of 27 August 1999, R. 919 of 15 September 2000, R. 430 of 25 May 2001, R. 547 of 10 May 2002, R. 410 of 28 March 2003, R. 185 of 11 March 2005, R. 131 of 17 February 2006, R. 45 of 26 January 2007, R.430 of 11 April 2008, R. 381 of 17 April 2009, R. 100 of 19 February 2010, R. 161 of 4 March 2011, R. 86 of 10 February 2012, R. 95 of 15 February 2013, R. 88 of 14 February 2014, R. 81 of 13 February 2015 (as corrected by R. 191 of 13 March 2015), R.2 of 19 February 2016, R. 182 of 3 March 2017, R. 1355 of 8 December 2017, No. 253 of 01 March 2019, No. 125 of 14 February 2020, R. 221 of 19 March 2021, No. 45275 of 8 October 2021, No 46261 of April 2022, R. 3190 of 24 March 2023 and R. 4366 of 16 February 2024.

NO.	PARTICULARS OF SERVICE AND PURPOSE	TARIFF
1.	**TARIFFS PROVIDED FOR BY LEGISLATION**	
1.1	**Issuing of Export Certificate under Section 27**	
	a) Application for a certificate [Reg. 45A(2)(a)]	R 122,00 per certificate
	b) Inspection and sampling of plant and propagating material within official office hours [Reg. 45(3)]	R 310,00 per half hour or portion thereof
	c) Purity analysis [Reg. 45(3)]	R 227,00 each
	d) Germination [Reg. 45(3)]	R 1030,00 each
1.2	**Registration of Premises under Section 7**	
	a) Application for registration of premises in respect of a business [Reg. 2(2)(b)]	R 495,00 for one type of business plus R 241,00 for each additional type of business on the same premises
	b) Application for renewal of registration of premises in respect of a business [Reg. 3(2)]	R 495,00 for one type of business plus R 241,00 for each additional type of business on the same premises
	c) Conduction of examination for a seed analyst to act as responsible officer of a seed testing laboratory [Reg. 8A(6)(i)]	R 574,00 per person per day
1.3	**Variety Listing (Recognition of a Variety)**	
	a) Application fee in respect of the recognition of a variety [Reg. 16(b)]	R 1 965,00 each
	b) Examination fee for variety list placement: [Reg.17(1)]	
	Category A (agronomic, vegetable and pasture crops and sweet corn)	R 2 290,00 each
	Category B (white and yellow maize)	R 2 607,00 each
	Category C (fruit crops)	R 4 250,00 each
	c) Application for the alteration or supplementation of the denomination of a variety [Reg. 20A]	R 3 276,00 each
1.4	**General**	
	a) Perusal of a document [Reg. 52(1)]	R 735,00 per occasion
	b) Application for a copy of a document [Reg. 52(3)]	As per Department of Justice and Constitutional Development, Section 22 of PAIA
	c) Lodgment of appeal against a decision of or steps taken by the Registrar [Reg. 53(1)(d)]	R 7 847,00 each

Plant Improvement Act – Table 1
Government Gazette R. 4366 of 16 February 2024.

agriculture, land reform & rural development
Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

PLANT IMPROVEMENT ACT (ACT No. 53 of 1976)

NO.	PARTICULARS OF SERVICE AND PURPOSE	TARIFF
2.	**TARIFFS NOT PROVIDED FOR BY LEGISLATION**	
2.1	**Unjustified Complaints Concerning Plants or Propagation Material**	
	(a) Inspection, sampling and sealing within official office hours	R 310,00 per half hour or portion thereof
	(b) Purity analysis (grasses excluded)	R 227,00 each
	(c) Purity analyses on grasses (excluding where degluming or the blowing method is required)	R 495,00 each
	(d) Purity analysis on grasses that require degluming	R 748,00 each
	(e) Purity analysis on grasses that require the uniform blowing method	R 655,00 each
	(f) Germination test	R 1 030,00 each
	(g) Weighed replicate germination test	R 1 229,00 each
	(h) Tetrazolium test	R 1 229,00 each
2.2	**Seed Analyses and Seed Technological Examinations**	
	(a) Purity analysis (grasses excluded)	R 227,00 each
	(b) Purity analyses on grasses (excluding where degluming or the blowing method is required)	R 495,00 each
	(c) Purity analysis on grasses that require degluming	R 748,00 each
	(d) Purity analysis on grasses that require the uniform blowing method	R 655,00 each
	(e) Germination test	R 1 030,00 each
	(f) Weighed replicate germination test	R 1 229,00 each
	(g) Other seed determination	R 670,00 each
	(h) Alkaloid test	R 174,00 each
	(i) Moisture determination	R 320,00 each
	(j) Tetrazolium test	R 1 229,00 each
	(k) Preference testing for (a) to (j) above	Double tariff
	(l) Seed identification	R 348,00 per hour
	(m) Seed quality investigation	R 523,00 per hour
	(n) Annual courses presented in seed testing methods and techniques for a trainee seed analyst	R 5 521,00 per person
	(o) Specialist workshop presented in seed testing methods and techniques for a qualified seed analyst	R 1 109,00 per person per day
2.3	**International Certificates**	
	(a) Issuing of seed quality certificates	R 307,00 per certificate
	(b) Sampling and sealing of containers within official office hours	R 310,00 per half hour or portion thereof including travelling
	(c) Seals for sealing containers	R 0,20 per seal
2.4	**Seals for Sealing Containers of Seed for Which an Export Certificate Has Been Issued Under Section 27 of the Plant Improvement Act, 1976 (Act no 53 of 1976)**	R 0,20 per seal
2.5	**Application for Authorisation to Import Unlisted Varieties**	R 146,00 per authorisation for a maximum of 10 varieties

Plant Improvement Act – Table 1
Government Gazette R. 4366 of 16 February 2024.

agriculture, land reform & rural development
Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

PLANT IMPROVEMENT ACT (ACT No. 53 of 1976)

NO.	PARTICULARS OF SERVICE AND PURPOSE	TARIFF
	Application for authorization to establish propagating material of unlisted varieties exceeding the limit for imported amount	Free
	Application for authorization to sell propagating material of locally produced unlisted varieties	Free
2.6	**Examination of Samples to Determine Conformity with Variety Descriptions (see categories under 1.3)**	R 2 290,00 each (Cat. A) R 2 607,00 each (Cat. B) R 4 250,00 each (Cat. C)
2.7	**Plant Improvement Services Rendered in Respect of the Maintenance and Provision of Plant Propagation Material Derived from Nucleus Plants Kept at a Departmental Quarantine Station**	
	(a) Vegetative propagation material (buds)	R 3,00 per bud
	(b) Vegetative propagation material (cuttings)	R 21,00 per cutting
	(c) Vegetative propagation material (growing tips for *in vitro* propagation)	R 21,00 per growing tip
	(d) Plants of various fruit crops	R 24,00 per plant
	(e) Management of gene source material in repositories	R 146,00 per unit
2.8	**Application for Addition of a Synonym for Approved Denomination of a Variety**	R 3 276,00 each
2.9	**Application for Hemp Permit**	R 751,00 each

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5910 **28 February 2025**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF AMENDMENT OF CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT TO NON-PARTIES

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the Conditions of Employment Amending Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Conditions of Employment Collective 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 notice and for the period ending 31 August 2025.

MS N. METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 13 February 2025

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO ESICHIBIYELAYO SEZIMO ZEMISEBENZI, SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **NOMAKHOSAZANA METH**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba 32(2) sifundwa nesigaba 32(5) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwakhiwa Kwemigwaqo Namabhuloho,** futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuNcwaba 2025.

MS N METH, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 13 February 2025

BCCEI
Bargaining Council for the
Civil Engineering Industry

CONDITIONS OF EMPLOYMENT
COLLECTIVE AGREEMENT

SCHEDULE

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY

CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT

In accordance with the Labour Relations Act of 1995, made and entered into by and between the –

Employers' Organisations

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the "employer" or the "employers organisation" of the one party and the –

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the "employees" or the "trade union" of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry)

PREAMBLE

This agreement was entered into by and between the members of the employers' organisations and the members of the trade unions after conclusion of the industry national wage negotiations undertaken under the auspices of the Bargaining Council for the Civil Engineering Industry.

The Minister of Employment and Labour has extended this agreement to all the employers and employees in the industry that are not signatories of this agreement. This has the effect of making the agreement applicable to all employers and employees in the industry.

A1

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1. CHAPTER 1 - APPLICATION AND INTERPRETATION OF AGREEMENT

1.1 Scope of the agreement

1.1.1. This agreement binds:

a) All employers in the civil engineering industry that are members of the employers' organisations that are party to this agreement; and

b) All employees in the bargaining unit, employed in the industry who are members of the trade unions that are party to this agreement.

1.1.2. This agreement must be applied in the jurisdiction of the Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.1.3. Except as otherwise provided for in this agreement, this agreement establishes the terms and conditions of employment for scheduled employees.

1.1.4. This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 97 of 1998.

1.1.5. The provisions of the Basic Conditions of Employment Act, 75 of 1997 shall apply in respect of any employer or employee in the industry in so far as a provision thereof provides for any matter that is not regulated by this agreement.

1.1.6. The provisions of clauses 2.8, 2.9, 2.10, 2.11 and 2.12 of this agreement shall not apply to employees whose earnings exceed the amount determined by the Minister in terms of section 6(3) read with section 59(2)(c) of the Basic Conditions of Employment Act, 75 of 1997.

1.1.7. This agreement is binding in terms of Section 31 of the Labour Relations Act, 66 of 1995, on the parties which concluded the Conditions of Employment Collective Agreement and shall become binding on the other employers and employees in the industry upon extension by the Minister in terms of Section 32, from a date determined by the Minister.

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1.2 Period of operation of agreement

1.2.1. This agreement becomes binding on the employers and employees referred to in sub-clause 1.1.1. (a) and (b) once it is extended to non-parties by the Minister.

1.2.2. This agreement shall remain in force until 31 August 2025.

1.3 Definitions and expressions

Any expression used in this agreement which is defined in the Labour Relations Act 66 of 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context;

'Act' means the Labour Relations Act, 1995 (Act No. 66 of 1995);

'Acting allowance' means a temporary allowance paid to an employee while acting in a position higher than their current job grade;

'Adoption order' means an adoption order as envisaged in the Children's Act, 2005 (Act No. 38 of 2005);

'Adoptive parent' has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No. 38 of 2005);

'Bargaining Unit' shall mean the bargaining unit comprising those employees engaged in the industry in Task Grades 1 – 9 inclusive;

'BCIMA' means the Building Construction Industry Medical Aid' as administered by Status Medical Aid Administrators (Pty) Ltd;

'CIRBF' means the Construction Industry Retirement Benefit Fund;

'Civil Engineering Industry' – see 'Industry';

'Council' means the Bargaining Council for the Civil Engineering Industry;

'CPI' means the consumer price index as published by STATS SA regarding inflation. For the purposes of this agreement, CPI is calculated by averaging the months of April, May and June of the applicable year;

'Cross border work' means work performed outside the borders of the Republic of South Africa;

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'Employee' means –

i.) 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; and

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

'Employer' means any person whosoever, including a temporary employment service as defined in section 198(1) of the Act, who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whosoever in any manner to assist him in the carrying on or conducting of his business;

'Emergency work' means any work which owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence, theft, a breakdown of plant, motor vehicles or machinery or a breakdown or threatened breakdown of structures, or any critical operational requirement, must be done without delay;

'Family responsibility leave cycle' means the period of 36 consecutive months' employment with the same employer immediately following:

i) An employee's commencement of employment: or

ii) The completion of that employee's prior family responsibility leave cycle;

'Hourly-rated employee' means an employee whose remuneration is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;

'Industry' means the Civil Engineering Industry in which employers (other than local authorities) and employees are associated for the purpose of carrying out work of a civil engineering character normally associated with the civil engineering sector and includes such work in connection with any one or more of the following activities:

a. The construction of aerodrome runways or aprons; aqueducts, bins or bunkers; bridges, cable ducts, caissons; rafts or other marine structures; canals, cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements; housing or

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supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine headgears; pipelines; piers; railways; reservoirs; river works; roads or streets; sewerage works; sewers; shafts or tunnels; silos; sports fields or grounds; swimming baths; viaducts or water treatment plants; and/or

b. Excavation and bulk earthworks; bush clearing and de-stumping; topsoil stripping; drilling and blasting; preparation of bench areas, drilling pre-split holes, blasting and/or cast blasting; secondary blasting; loading, hauling and dumping of mineralized and/or waste material to waste dumps or processing plant feed (ROM pad) stockpiles; production dozing of top soil, inter burden or waste material; pumping and dewatering of storm and/or contaminated water, construction and maintenance of; access and haul roads; ramps; waste and processing plant feed (ROM pad) areas; safety beams; high walls; benches; storm water systems, catch drains, bund walls, surge dams; trimming, scaling or chain dragging of batters, heap-leach pads, tailings dams; dust suppression of loading areas, haul roads and dumping areas; rehabilitation of earth work areas or waste dumps; topsoil spreading, hydro-seeding and watering; and/or

c. Excavation work or the construction of foundations, lift shafts, piling, retainings, stairwells, underground parking garages or other underground structures; and/or

d. The asphalting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes:-

e. Any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and/or

f. The making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in sub - clauses (a) to (f) inclusive;

but excluding:-

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i) Work in connection with any one or more of the activities specified in sub-clause (c) where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, is carried out by the employers erecting such structures;

ii) Work in connection with any one or more of the activities specified in sub-clause (c) when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures;

iii) Any work falling within the scope of any other industry, and

iv) The Mining Industry which is defined as the industry where employers and employees are associated for the purpose, directly or indirectly, for the winning, extracting, processing and refining of a mineral in, on or under the earth or water or from any residue stockpile or residue deposit.

'Law' means all constitutions; statutes; regulations; by-laws; codes; ordinances, or instructions by any Governmental Body; and the common law, and 'laws' shall have a similar meaning;

'Limited duration contracts of employment' means a contract of employment whose duration is limited to the completion of a specified activity or the expiry of a specified period;

'Local authority' means a 'Municipality' as defined in the Local Government: Municipal Systems Act; 2000;

'Minister' means the Minister of Employment and Labour;

'Night Work' means work performed by an employee between 18:00 and 06:00 the following day;

'Ordinary hours of work' means hours worked other than overtime or time worked on Sundays or Public Holidays;

'Overtime' means the time that an employee works in a day or week, in excess of the hours ordinarily worked by an employee in such day or week,

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subject to the maximum ordinary hours prescribed in this agreement, but does not include work performed on a Sunday or a paid public holiday;

'Paid public holiday' means any day that is a public holiday in terms of the Public Holiday Act, 1994 (Act No. 36 of 1994);

'Pay' means payment of remuneration in cash, electronic transfer, by cheque or by other means;

'Permanent employee' means any employee who is not an employee employed in terms of a limited duration contract;

'Piece-work' means any system under which an employee's remuneration is based on the quantity of work done;

'Salaried employee' means an employee whose remuneration is calculated on a monthly basis notwithstanding the number of hours or days actually worked, who performs work generally understood to be that of a salaried employee.

'Self-propelled plant' means a power-driven or pedestrian-operated self-propelled vehicle, other than a motor vehicle, which is designed or adapted principally to perform with or without a towed attachment, one or more functions while moving, and may also perform such functions while standing still;

'Scheduled employee' means an employee whose minimum rate of pay is scheduled in the Wage and Task Grade Collective Agreement, irrespective of whether the employee is employed in terms of an exemption from this agreement or under conditions determined by the Council;

'Short-time' means a temporary reduction in the number of ordinary hours of work owing to vagaries of the weather, a slackness of trade, a shortage of materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of structures, or any unforeseen contingencies and/or circumstances beyond the control of the employer or a temporary reduction in the number of ordinary hours of work owing to riots, unrest or acts of terrorism or disorder, which directly affect the employer's ability to provide work;

'Spouse' means a life partner recognised in terms of the Marriage Act, 25 of 1961 as amended, or of a customary marriage in terms of the

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Recognition of Customary Marriages Act, 120 of 1998, or a civil union recognised in terms of the Civil Union Act of 2006;

'Stationary plant' means a power-driven device, whether or not mounted on a self-propelled or non-self-propelled vehicle, which is designed or adapted principally to perform one or more functions while standing still;

'Wage' means the gross hourly, daily, weekly or monthly remuneration to which a scheduled employee is entitled in terms of this agreement, in respect of the employee's ordinary hours of work; provided that if an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that prescribed in the Wage and Task Grade Collective Agreement, it means such higher amount; provided further that such higher amount does not include allowances or entitlements.

2. CHAPTER 2 - REGULATION OF WORKING TIME

2.1 Weekly hours of ordinary work

An employee's ordinary hours of work may not exceed 45 hours in any week.

2.2. Daily hours of ordinary work

An employee's ordinary hours of work may not exceed:

2.2.1. Nine hours in any day, if the employee works for five days or fewer in a week; or

2.2.2. Eight hours in any day if the employee works on more than five days in a week.

2.3 Overtime

2.3.1. An employer may not require or permit an employee to work overtime except in accordance with an agreement.

2.3.2. An employer may not require an employee to work more than three hours' overtime per day or ten hours overtime in any week except by agreement with the employee and with the prior written authorisation of the Council.

2.3.3. Application for such authorisation must include a copy of the agreement between the employer and the employee which must provide for;

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a) The estimated number of overtime hours to be worked;
b) Site where the hours will be worked;
c) Period of the overtime.

2.4 Meal intervals

2.4.1. An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that;

a) Periods of work interrupted by such meal intervals of less than half an hour, except when the proviso in 2.4.1(d) below applies, shall be deemed to be continuous;
b) If such meal interval is longer than one hour, any period more than one hour shall be deemed to be time worked;
c) Only one meal interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
d) When, on any day, by reason of overtime work, an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to not less than fifteen minutes.
e) A driver or an operator of self- propelled or stationary plant who during such interval does not work other than being or remaining in charge of a vehicle or such plant shall be deemed for the purposes of this sub-clause not to have worked during such interval.

2.5 Rest period

2.5.1. An employer shall allow an employee;

a) A daily rest period of at least 12 consecutive hours between ending and recommencing work; and
b) A weekly rest period of at least 36 consecutive hours, which, unless otherwise agreed, must include a Sunday.

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2.5.2. A daily rest period in terms of clause 2.5.1 (a) above may, by written agreement, be reduced to 10 hours for an employee-

a) who lives on the premises at which the workplace is situated; and
b) whose meal interval lasts for at least three hours.

2.5.3. Despite sub clause 2.5.1(b) above, an agreement in writing may provide for–

a) a rest period of at least 60 consecutive hours every two weeks, or
b) an employee's weekly rest period to be reduced by up to eight hours in any week if the rest period in the following week is extended equivalently

2.6 Compressed working week

2.6.1. An agreement in writing between an employer and an employee may require an employee to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 2.4.1 above, without receiving overtime pay.

2.6.2. An agreement in terms of clause 2.6.1 above may not require or permit an employee to work:

a) More than 45 ordinary hours of work in any week;
b) More than ten hours' overtime in any week; or
c) On more than five days in any week.

2.7 Averaging hours of work

2.7.1. Despite clauses 2.8 and 2.9 below, the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months in terms of a collective agreement.

2.7.2. An employer may not require or permit an employee who is bound by a collective agreement in terms of sub-clause 2.7.1 above to work more than:

a) An average of 45 ordinary hours of work in a week over the agreed period;
b) An average of five hours' overtime in a week over the agreed period.

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2.7.3. A collective agreement in terms of sub-clause 2.7.1 above lapses after 12 months.

2.7.4. Sub-clause 2.7.3 above only applies to the first two collective agreements concluded in terms of sub-clause 2.7.1 above.

2.8 Payment for overtime

An employer shall pay an employee who works overtime at a rate of not less than one and a half times the ordinary wage in respect of the overtime referred to in this agreement; provided that any time worked on Sundays and paid public holidays shall be paid in accordance with the provisions of clauses 2.9 and 2.10 below.

2.9 Payment for work on a Sunday

2.9.1. Whenever an employee works on a Sunday, the employer shall either-

a) If the employee works for a period not exceeding four hours, pay the employee not less than the daily wage, provided that if the employee works for a period exceeding four hours, the employee shall be paid at a rate of not less than double the ordinary wage in respect of the total period worked on such Sunday, or not less than double the daily wage, whichever is the greater; OR

b) Pay the employee at a rate of not less than one and a third times the employee's ordinary wage rate in respect of the total period worked on such Sunday or, not less than one and a third times the daily wage, whichever the greater, and granting the employee within seven days of such Sunday one day's leave, which shall not constitute annual leave in terms of clause 3.1 and pay him or her in respect thereof not less than the daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday the employee shall be deemed to have worked for four hours.

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2.10 Payment for public holidays

2.10.1. Subclause 2.10.4 shall not apply to an employee earning a wage more than the remuneration stipulated by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act from time to time.

2.10.2. An employer may not require an employee to work on a public holiday except in accordance with an agreement.

2.10.3. If a public holiday falls on a day which would otherwise be an ordinary working day for an employee, including periods of short time and lay-offs an employer must pay the employee;

a) who does not work on the public holiday, at least the wage rate that the employee would ordinarily have received for work on that day;

b) who works on the public holiday, at least double the wage rate for the ordinary working hours of that day;

2.10.4. If an employee works on a public holiday which falls on a day which would otherwise not be an ordinary working day for the employee, an employer must pay the employee at least –

a) The amount paid to the employee in respect of the time that the employee ordinarily works on a working day and in addition pays the employee –

b) The amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.

2.10.5. If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

2.10.6. An employer must pay an employee for a public holiday on the employee's usual payday.

2.11 Night work

2.11.1. An employee performs night work if that employee works between 18:00 and 06:00 on the following day.

2.11.2. An employer may only require or permit an employee to perform night work if so agreed and if;

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a) The employee is compensated by the payment of an allowance, which may be a shift allowance, or by a reduction of working hours; and

b) Transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.

2.11.3. An employer who requires an employee to work for a period of longer than one hour after 23:00 and before 06:00 the next day at least five times per month or 50 times per year; must;

a) Inform the worker in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands of any health and safety hazards associated with the work that the employee is required to perform; and of the employee's right to undergo a medical examination in terms of paragraph 2.11.3(b) below;

b) At the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards before the employee starts, or within a reasonable period of the employee starting, such work and at appropriate intervals while the employee continues to perform such work.

c) Transfer the employee to suitable day work within a reasonable time if the employee suffers from a health condition associated with the performance of night work and It is practical for the employer to do so.

2.11.4. A night work allowance of 9% will be paid to employees who perform night work.

2.11.5. The calculation of the night work allowance will be based on the employee's basic rate.

2.11.6. Current company arrangements with regard to night work allowance, that are more favourable, will not be affected.

2.12 Short time

Whenever the ordinary hours of work prescribed in Clause 2.2 are reduced on account of short-time, excluding short-time owing to inclement weather, a deduction may be made from the employee's wage not exceeding the

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amount of the employee's hourly wage in respect of each hour of such reduction provided that:

2.12.1. Such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work were reduced;

2.12.2. No deduction shall be made in the case of short-time arising from slackness of trade or shortage of raw materials, unless the employer has given the employee notice on the previous working day of the employer's intention to reduce the ordinary hours of work;

2.12.3. No deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or structures, in respect of the first two hours not worked, unless the employer has given the employee notice on the previous working day that no work would be available due to such breakdown.

2.13 Inclement weather

Whenever the ordinary hours of work prescribed in this agreement are reduced due to inclement weather then the employee will be paid the ordinary hours for the day. However, depending on circumstances, the employer may instruct the employees to remain on site until the employee is released by the employer.

3. CHAPTER 3 - REGULATION OF LEAVE

3.1 Annual leave

3.1.1. For the purpose of this clause the expression "employment" shall be deemed to include:

a) Any period in respect of which an employer pays an employee in lieu of notice in terms of sub-clause 4.1.2;

b) Any period during which an employee is absent on sick leave in terms of clause 3.2.4 or owing to incapacity as defined in clause 3.2.9;

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c) Any period during which an employee is absent at the instruction of the employer;

d) Any time during which an employee is required by the employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant.

3.1.2. An employer shall grant to an employee who has completed less than five continuous years' service and who has been in employment for longer than four months, fifteen working days leave on full pay in respect of each completed period of twelve months of employment accumulated at 1.25 days per month.

3.1.3. An employer shall grant an employee who has completed five or more continuous years of service with that employer eighteen working days leave on full pay in respect of each completed period of twelve months of employment, accumulated at 1.5 days per month.

3.1.4. Subject to sub-clauses 3.1.2 and 3.1.3 above, a minimum of 10 days shall be taken consecutively by an employee normally during the Civil Engineering Industry shutdown period and the remaining days shall be granted, subject to sub-clause 3.1.7 below, at a time agreed by the employee and the employer.

3.1.5. An employer shall grant an employee an additional day of paid leave for any public holiday that falls on a day during an employee's annual leave on which the employee would ordinarily have worked.

3.1.6. If the leave prescribed in sub-clauses 3.1.2 and 3.1.3 above has not been granted and taken earlier, it shall, save as provided in sub-clause 3.1.8, be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months, provided that the period of leave shall not be concurrent with:

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a) Sick leave granted in terms of clause 3.2 or with absence from work owing to incapacity in circumstances where the employee is entitled to his/her full wages in terms of any other law or in terms of any fund of which the employee is a member, amounting in the aggregate to not more than 12 days in any one period of 12 months;

b) Any period during which the employee is under notice of termination of employment in terms of clause 4.1.

3.1.7. At the written request of the employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment, provided that the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates, and the date of receipt of the request is endorsed over the employee's signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

3.1.8. The leave referred to in sub-clause 3.1.7 shall be granted and be taken at a time to be fixed by the employer, and the provisos to sub-clause 3.1.6 shall apply to such leave.

3.1.9. The remuneration in respect of leave granted in terms of this clause shall be paid not later than the last workday before the date of commencement of such leave and shall be calculated at the employee's wage rate on the days that the leave is taken.

3.1.10. Upon termination of employment the employer shall pay the employee in lieu of any accrued leave owing to the employee, at the wage rate applicable on the last day of employment.

3.1.11. Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close the establishment, or a portion of the establishment, for 14 consecutive days, plus an additional day for each paid public holiday which falls on a day during such period on which the employee would ordinarily have worked.

3.1.12. An employee who as at the date of the closing of an establishment or the portion thereof in which he or she is employed, is not entitled to the full period of annual leave prescribed in terms of sub-clauses 3.1.2 and 3.1.3

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above shall be paid the leave accrued as at the date of such closure, and for the purposes of annual leave thereafter the employee's employment anniversary shall be the date of such closing of the establishment or portion of the establishment, as the case may be.

3.2 Sick leave

The following definitions apply to this clause:

3.2.1 "Employment" shall be deemed to include any period during which an employee is absent on leave in terms of clause 3.1 or on the instructions or at the request of his/her employer or on sick leave in terms of this clause amounting in the aggregate in any period of 12 months to not more than 10 weeks, or due to the employee not being required to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant;

3.2.2 "Incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct - Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

3.2.3 "Sick leave cycle" means the period of 36 consecutive months' employment with the same employer immediately following:

a) An employee's commencement of employment; or

b) The completion of that employee's prior sick leave cycle.

3.2.4 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

3.2.5 Despite sub-clause 3.2.4, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.

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3.2.6 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause 3.2.4 by the number of days sick leave taken in terms of sub-clause 3.2.5.

3.2.7 Subject to sub-clause 3.2.14 below, an employer must pay an employee for each day's sick leave the wage the employee would ordinarily have received for work on such days, payable on the employee's usual payday.

3.2.8 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this clause if-

a) The number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and

b) The employee's entitlement to pay for any day's sick leave is at least 75 percent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and;

c) for sick leave over the sick leave cycle, the employee's entitlement for sick leave is at least equivalent to the employee's entitlement in terms of sub-clause 3.2.4.

3.2.9 If, in the first 36 months of employment, an employee is absent owing to incapacity for a period more than the sick leave accrued in terms of sub-clause 3.2.4 the employer shall not, at that stage, be required to affect any payment in respect of the excess sick leave taken.

3.2.10 However, if the employer has not previously done so, he or she shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wages for the full period of incapacity, up to the maximum of 36 work days. Such compensation shall be affected at the employee's wage rate as at the commencement of the unpaid period of incapacity.

3.2.11 Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from the employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of incapacity, but not exceeding payment at a rate of more than one work-day's wage for

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each completed 26 days worked, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving as at the commencement of incapacity.

3.2.12 Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

3.2.13 No unused sick leave may be accrued from one cycle to another.

3.2.14 An employer may, as a condition precedent to the payment of any amount claimed in terms of this clause by an employee in respect of any absence from work for more than three consecutive work-days or on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid holiday, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, if an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, the employer may, during the period of eight weeks immediately succeeding the last such occasion, require the production of such certificate in respect of any absence. Furthermore, an employer may require an employee to obtain a certificate issued by a medical practitioner nominated by the employer but at the employer's expense in order to satisfy the requirements of this clause.

3.3 Maternity leave

3.3.1 An employee is entitled to at least four consecutive months' maternity leave. During the maternity leave period, the benefit payable by the employer will be in the form of a top-up amount which equates to the difference between the UIF maternity benefit and what the employee would normally have earned in the equivalent pay period for a period of 4 months, provided she has been continuously in service for two years before the expected date of birth and must remain in service for 1 year after birth. The employer shall assist an employee on early application of UIF.

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3.3.2 An employee may commence maternity leave:

a) At any time from four 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.

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

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

3.3.5 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.

3.3.6 Notification in terms of sub-clause 3.3.5 must be given-

a) At least four weeks before the employee intends to commence maternity leave;

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

3.3.7 Protection of employees before and after birth of a child;

a) 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.

b) During an employee's pregnancy, and for a period of six 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 it is practical for the employer to do so.

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3.4 Family responsibility leave

3.4.1 This clause applies to an employee:

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

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

3.4.2 Subject to sub-clause 3.4.1 an employee is entitled to 12 (twelve) days paid family responsibility leave in the employee's Family Responsibility Leave Cycle. However, an employee may not take more than 4 (four) days family responsibility leave in the first 12 (twelve) months of employment. An employee is entitled to take family responsibility leave at the request of the employee-

a) When the employee's child or spouse 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.

3.4.3 Subject to sub-clause 3.4.5, 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 payday.

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

3.4.5 Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause 3.4.2 for which the leave was required.

3.4.6 An employee's unused entitlement to leave in terms of this clause lapses at the end of the employee's Family Responsibility Leave cycle in which it accrues.

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3.5 Parental leave

3.5.1 An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave.

3.5.2 An employee may commence parental leave on –

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

b) 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 finalization of an adoption order in respect of that child, whichever date occurs first.

3.5.3 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.

3.5.4 Notification in terms of subsection 3.5.3 must be given –

a) at least one month before the –

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

ii) date referred to in subsection 3.5.2(b); or

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

3.5.5 The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

4 CHAPTER 4 - REGULATIONS FOR CONTRACT OF EMPLOYMENT

4.1 Termination of contract of employment

4.1.1 An employer or an employee, who wishes to terminate the contract of employment, shall give notice of termination of not less than:

a) One week, if the employee has been employed for six months or less;

b) Two weeks, if the employee has been employed for more than six months but not more than one year;

c) Four weeks, if the employee has been employed for more than one year.

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4.1.2 An employer may terminate a contract without notice by paying the employee, in lieu of such notice, not less than the remuneration the employee would have received, in terms of sub-clause 4.1.1 above, if the employee had worked during the notice period,

4.1.3 The provisions of sub-clause 4.1.2 above shall not affect the operation of any forfeitures or penalties that by law may be applicable in respect of an employee who is absent without leave or has absconded or deserted.

4.1.4 Where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the employer is obliged to pay the employee in lieu of notice as if no reduction has been made in respect of short-time.

4.1.5 The notice prescribed in sub-clause 4.1.1 may be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence-

a) on leave in terms of clause 3.1
b) on sick leave in terms of clause 3.2
c) owing to incapacity as defined in 3.2 above amounting in the aggregate to not more than 10 weeks in any period of 12 months.

4.2 Certificate of service

4.2.1 On termination of employment, an employee is entitled to a certificate of service substantially in the form of APPENDIX "A" stating;

a) The employee's full name;
b) The name and address of the employer;
c) The date of commencement and date of termination of employment;
d) The title of the job or a brief description of the work for which the employee was employed at date of termination;
e) The remuneration at date of termination; and
f) If the employee so requests, the reason for termination of employment.

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4.3 Piece work

4.3.1 An employer may, after giving at least one week's notice to an employee, introduce a piece work system and, save as provided for in clause 6.4.1 of this agreement, such employer shall pay such employee at the rate applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than, in respect of each week in which such piece-work is performed, the amount which the employer would have been required to pay such employee for that week had the employee been remunerated on the basis of time worked.

4.3.2 An employer shall keep a schedule of the rates referred to in sub-clause 4.3.1 above in a conspicuous place in the establishment.

4.3.3 An employer who intends to cancel or amend the piece-work system in operation, or the rates applicable there under, shall give the employee employed on such system not less than one week's notice of such intention: Provided that an employer and the employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

4.4 Prohibition of employment

4.4.1 An employer shall not employ any person under the age of 15 years or a person aged 15 years or older who is under the minimum school leaving age in terms of any law.

4.4.2 An employer shall not employ a such person in employment that is inappropriate for a person of that age or that places at risk the child's such person well-being, education, physical or mental health or spiritual, moral or social development.

4.4.3 All forced labour is prohibited.

4.5 Severance Pay

4.5.1 For the purpose of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of any employer.

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4.5.2 An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer for the first eight years of service, and, two weeks remuneration for every completed year of continuous service from year nine onwards by that employee, calculated in accordance with clause 6.1 of this agreement. Current company arrangements in regard to severance pay, that are more favourable, will not be affected by this sub-clause.

4.5.3 An employee who unreasonably refuses to accept the employer's offer of alternate employment with that employer or any other employer is not entitled to severance pay in terms of sub-clause 4.5.2 above.

4.5.4 The payment of severance pay in compliance with this clause does not affect an employee's right to any other amount payable according to law.

4.5.5 Notification to the Council:

a) An employer must notify the Council when contemplating termination of employment of one or more employees for reasons related to its operational requirements.

b) Once the affected employee/s services have been terminated, the employer must, within 30 days of such termination, inform the bargaining council, in writing, of the number and occupational categories of the employee/s that have been retrenched

4.5.6 On completion of a limited duration contract the employer shall pay the employee a completion gratuity of one week's basic wages per completed year of service.

4.6 Funeral cover for limited duration contract employees

4.6.1 All employers must, whether independently or through the Council preferred fund, provide funeral benefit cover through an approved and registered policy or scheme in favour of their limited duration employees and implement such benefit at the date of coming into operation of this agreement.

4.6.2 The funeral benefit policy or scheme provide minimum benefits as outlined in section 4.6.5 below.

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4.6.3 The policy requires that employers and employees equally share the premiums for the benefits in section 4.6.5.

4.6.4 If the employer preferred fund offers benefits equal to the Council preferred fund, the employee's premiums must match those of the Council preferred fund. The employer has the option, through mutual agreement at the plant level, to improve benefits and that premiums are shared equally between employer and employee.

4.6.5 In the event of the death of a limited duration employee, his or her spouse, or, his or her children, a benefit in the form of a lump sum cash payment must be provided, the value of which must be not less than in accordance with the table below or as determined by the Council from time to time:

a) Member and spouse R 18 000.00;
b) Children 14 years to 21 years: R 18 000.00;
c) Children 6 years and older but younger than 14 years: R 13 000.00;
d) Children 1 year and older but younger than 6 years: R 9 000.00; and
e) Children younger than 1 year or stillborn: R 1 800.00

4.6.6 In the event of the limited duration contract of employment of an individual employee coming to an end, the funeral benefit cover will automatically lapse, and the employee will have no claim against the policy or scheme in the event of a subsequent death as is provided herein above."

4.7 Temporary employment, limited duration contract of employment ("LDC") and part-time employment

4.7A Application of section 198 of the Labour Relations Act 66 of 1995 to employees earning below earnings threshold

4.7.1(A) In this section, a "temporary service" means work for a client by an employee-

(a) for a period not exceeding three months;
(b) as a substitute for an employee of the client who is temporarily absent; or

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(c) in a category of work and for any period of time which is determined to be a temporary service by a collective agreement concluded in a bargaining council, a sectoral determination or a notice published by the Minister, in accordance with the provisions of sub-clauses 4.7.6(A) to 4.7.8(A).

4.7.2(A) This section does not apply to employees earning in excess of the threshold prescribed by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act.

4.7.3(A) For the purposes of this agreement, an employee-

(a) performing a temporary service as contemplated in sub-clause 4.7.1(A) for the client is the employee of the temporary employment services in terms of section 198(2) of the Act; or

(b) not performing such temporary service for the client is-

(i) deemed to be the employee of that client and the client is deemed to be the employer; and

(ii) subject to the provisions of clause 4.7B, employed on an indefinite basis by the client.

4.7.4 (A) The termination by the temporary employment services of an employee's service with a client, whether at the instance of the temporary employment service or the client, for the purpose of avoiding the operation of sub-clause 4.7.3(A) (b) or because the employee exercised a right in terms of the Act, is a dismissal.

4.7.5 (A) An employee deemed to be an employee of the client in terms of sub-clause 4.7.3(A) (b) must be treated on the whole not less favourably than an employee of the client performing the same or similar work, unless there is a justifiable reason for different treatment.

4.7.6(A) The Minister must by notice in the Government Gazette invite representations from the public on which categories of work should be deemed to be temporary service by notice issued by the Minister in terms of sub-clause 4.7.1(A) (c).

4.7.7(A) The Minister must consult with NEDLAC before publishing a notice or a provision in a sectoral determination contemplated in sub-clause 4.7.1(A) (c).

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4.7.8(A) If there is conflict between a collective agreement concluded in a bargaining council, a sectoral determination or a notice by the Minister contemplated in sub-clause 4.7.1(A) (c) -

(a) the collective agreement takes precedence over a sectoral determination or notice; and

(b) the notice takes precedence over the sectoral determination.

4.7.9(A) Employees contemplated in this section, whose services were procured for or provided to a client by a temporary employment service in terms of section 198 (1) of the Act before the commencement of the Labour Relations Amendment Act, 2014, acquire the rights contemplated in sub-clauses 4.7.3(A), 4.7.4(A) and 4.7.5(A) with effect from three months after the commencement of the Labour Relations Amendment Act, 2014.

4.7B Fixed-term contracts with employees earning below earnings threshold

4.7.1(B) For the purpose of this section, a "fixed-term contract" means a contract of employment that terminates on-

(a) the occurrence of a specified event;

(b) the completion of a specified task or project; or

(c) a fixed date, other than an employee's normal or agreed retirement age, subject to sub-clause 4.7.3(B).

4.7.2(B) This section does not apply to-

(a) employees earning in excess of the threshold prescribed by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act;

(b) an employer that employs less than 10 employees, or that employs less than 50 employees and whose business has been in operation for less than two years, unless-

(i) the employer conducts more than one business; or

(ii) the business was formed by the division or dissolution for any reason of an existing business; and

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(c) an employee employed in terms of a fixed term contract which is permitted by any statute, sectoral determination or collective agreement.

4.7.3(B) An employer may employ an employee on a fixed-term contract or successive fixed-term contracts for longer than three months of employment only if-

(a) the nature of the work for which the employee is employed is of a limited or definite duration; or

(b) the employer can demonstrate any other justifiable reason for fixing the term of the contract.

4.7.4(B) Without limiting the generality of sub-clause 4.7.3(B), the conclusion of a fixed-term contract will be justified if the employee-

(a) is replacing another employee who is temporarily absent from work;

(b) is employed on account of a temporary increase in the volume of work which is not expected to endure beyond 12 months;

(c) is a student or recent graduate who is employed for the purpose of being trained or gaining work experience in order to enter a job or profession;

(d) is employed to work exclusively on a specific project that has a limited or defined duration;

(e) is a non-citizen who has been granted a work permit for a defined period;

(f) is employed to perform seasonal work;

(g) is employed for the purpose of an official public works scheme or similar public job creation scheme;

(h) is employed in a position which is funded by an external source for a limited period; or

(i) has reached the normal or agreed retirement age applicable in the employer's
business.

4.7.5(B) Employment in terms of a fixed-term contract concluded or renewed in contravention of sub-clause 4.7.3(B) is deemed to be of indefinite duration.

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4.7.6(B) An offer to employ an employee on a fixed-term contract or to renew or extend a fixed-term contract, must-

(a) be in writing; and

(b) state the reasons contemplated in sub-clause 4.7.3(B) (a) or (b).

4.7.7(B) If it is relevant in any proceedings, an employer must prove that there was a justifiable reason for fixing the term of the contract as contemplated in sub-clause 4.7.3(B) and that the term was agreed.

4.7.8(B) (a) An employee employed in terms of a fixed-term contract for longer than three months must not be treated less favourably than an employee employed on a permanent basis performing the same or similar work, unless there is a justifiable reason for different treatment.

(b) Paragraph (a) applies, three months after the commencement of the Labour Relations Amendment Act, 2014, to fixed-term contracts of employment entered into before the commencement of the Labour Relations Amendment Act, 2014.

4.7.9(B) As from the commencement of the Labour Relations Amendment Act, 2014, an employer must provide an employee employed in terms of a fixed-term contract and an employee employed on a permanent basis with equal access to opportunities to apply for vacancies.

4.7.10(B) An employer who employs an employee in terms of a fixed-term contract for a reason contemplated in sub-clause 4.7.4(B) (d) would be required to pay the employee on expiry of the contract a completion gratuity of one week's basic wages per completed year of service as referred to in clause 4.5.6.

4.7.11(B) An employee is not entitled to payment in terms of sub-clause 4.7.10(B) if, prior to the expiry of the fixed-term contract, the employer offers the employee employment or procures employment for the employee with a different employer, which commences at the expiry of the contract and on the same or similar terms.

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4.7C Part-time employment of employees earning below earnings threshold

4.7.1(C) For the purpose of this clause-

(a) a part-time employee is an employee who is remunerated wholly or partly by reference to the time that the employee works and who works less hours than a comparable full-time employee; and

(b) a comparable full-time employee -

(i) is an employee who is remunerated wholly or partly by reference to the time that the employee works and who is identifiable as a full-time employee in terms of the custom and practice of the employer of that employee; and

(ii) does not include a full-time employee whose hours of work are temporarily reduced for operational requirements as a result of an agreement.

4.7.2(C) This clause does not apply-

(a) to employees earning in excess of the threshold determined by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act;

(b) to an employer that employs less than 10 employees or that employs less than 50 employees and whose business has been in operation for less than two years, unless-

(i) the employer conducts more than one business; or

(ii) the business was formed by the division or dissolution, for any reason, of an existing business;

(c) to an employee who ordinarily works less than 24 hours a month for an employer; and

(d) during an employee's first three months of continuous employment with an employer.

4.7.3(C) Taking into account the working hours of a part-time employee, irrespective of when the part-time employee was employed, an employer must-

(a) treat a part-time employee on the whole not less favourably than a comparable full-time employee doing the same or similar work, unless there is a justifiable reason for different treatment; and

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(b) provide a part-time employee with access to training and skills development on the whole not less favourable than the access applicable to a comparable full-time employee.

4.7.4(C) Sub-clause 4.7.3(C) applies, three months after the commencement of the Labour Relations Amendment Act, 2014, to part-time employees employed before the commencement of the Labour Relations Amendment Act, 2014.

4.7.5(C) After the commencement of the Labour Relations Amendment Act, 2014, an employer must provide a part-time employee with the same access to opportunities to apply for vacancies as it provides to full-time employees.

4.7.6(C) For the purposes of identifying a comparable full-time employee, regard must be had to a full-time employee employed by the employer on the same type of employment relationship who performs the same or similar work-

(a) in the same workplace as the part-time employee; or

(b) if there is no comparable full-time employee who works in the same workplace, a comparable full-time employee employed by the employer in any other workplace.

4.7D General provisions applicable to clauses 4.7A to 4.7C.-

4.7.1(D) Any dispute arising from the interpretation or application of clauses 4.7A, 4.7B and 4.7C may be referred to the Council for conciliation and, if not resolved, to arbitration.

4.7.2(D) For the purposes of clauses 4.7.5(A), 4.7.8(B) and 4.7.3(C) (a), a justifiable reason includes that the different treatment is a result of the application of a system that takes into account-

(a) seniority, experience or length of service;

(b) merit;

(c) the quality or quantity of work performed; or

(d) any other criteria of a similar nature,

and such reason is not prohibited by section 6 (1) of the Employment Equity Act, 1998 (Act No. 55 of 1998).

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4.7.3(D) A party to a dispute contemplated in sub-clause 4.7.1(D), other than a dispute about a dismissal in terms of clause 4.7.4(A), may refer the dispute, in writing, to the Council, within six months after the act or omission concerned.

4.7.4(D) The party that refers a dispute must satisfy the Council that a copy of the referral has been served on every party to the dispute.

4.7.5(D) If the dispute remains unresolved after conciliation, a party to the dispute may refer it to the Council for arbitration within 90 days.

4.7.6(D) The Council may at any time, permit a party that shows good cause to, refer a dispute after the relevant time limit set out in sub-clauses 4.7.3(D) or 4.7.5(D).

4.8 Medical aid

4.8.1 Every employer shall ensure that adequate measures are in operation to facilitate voluntary membership of BCIMA ("Building and Construction Industry Medial Aid") to all their permanent employees, provided:

4.8.2 Where an employee elects to become a member the employer contribution will be compulsory.

4.8.3 The employer and employees shall contribute equally, and the contributions shall be as per the "Contribution Schedule for all Hourly Paid Employee Members" issued annually by BCIMA,

4.8.4 Employees who decide not to join the BCIMA will not be entitled to the cash value of the company contribution,

4.8.5 Employees who want to join the BCIMA may do so only from 1 January of any particular year and must remain a member of BCIMA at least until 31 December of that particular year,

4.8.6 Employees who leave the employ of his/her employer, or whose employment is terminated for whatsoever reason (including dismissal for misconduct), or whose contract comes to completion (for instance at retirement), may decide to continue his/her membership with BCIMA at his/her own cost,

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4.8.7 The dependents of a deceased member may decide to continue their membership with BCIMA at their own cost and subject to the rules of the fund,

4.8.8 The submission of an account, statement or claim to the fund is the sole responsibility of the member employee,

4.8.9 The lodging of complaints with -, disputes against or any correspondence with BCIMA is the sole responsibility of the member employee,

4.8.10 Where the contribution for an individual is higher than the set contribution as per the "Contribution Schedule for all Hourly Paid Employee Members" issued annually by BCIMA, irrespective of the reason for the increased contribution, then the employer will only contribute 50% of the set contribution,

4.8.11 Any increase in contributions will not result in an increase in remuneration,

4.8.12 The provisions of this clause shall not apply to employees employed in companies where a medical aid scheme is in place for them.

5 CHAPTER 5 - REGULATION REGARDING REGISTERS AND THE CONDITIONS OF EMPLOYMENT AGREEMENT

5.1 Attendance register

5.1.1 Every employer must keep a record containing at least the following information:

a) The employee's name and occupation
b) The time worked by each employee
c) The wage rate paid to each employee
d) The date of birth of any employee under the age of 18 years of age; and
e) Any other prescribed information

5.1.2 A record in terms of sub-clause 5.1.1 above must be kept by the employer for a period of three years from the date of the last entry in the record.

5.1.3 An employer who keeps a record in terms of this section is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

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5.2 Written particulars of employment

5.2.1 An employer must supply an employee with a contract of employment when the employee commences employment, in which with the following particulars are included;

a) The full name and address of the employer;
b) The name and occupation of the employee, or 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 of employment;
e) The employee's ordinary hours of work and days of work;
f) The employee's wage rate and method of calculating wages;
g) The rate of pay for overtime work;
h) Any other remuneration that the employee is entitled to and the value of the payment in kind;
i) Any payment in kind that the employee is entitled to and the value of the payment in kind;
j) How frequently remuneration will be paid;
k) Any deductions to be made from the employee's remuneration;
l) The leave to which the employee is entitled;
m) The period of notice required to terminate employment, or if employment is on an LDC, the date on which employment will be terminated or the specific event that will result in the termination of employment.
n) Any period of employment with a previous employer that is to be included in the employee's period of employment;
o) 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.

5.2.2 When any matter listed in sub-clause 5.2.1 above changes-

a) the contract of employment must be revised to reflect the change; and

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

5.2.3 If an employee is not able to understand the contract of employment, the employer must ensure that it is explained to the employee in a language and in a manner that the employee understands.

5.2.4 The employer must keep the contract of employment in terms of this clause for a period of 3 years after termination of employment.

5.3 Displaying this agreement in the workplace

5.3.1 Every employer must –

a) Display a notice in a prominent position in the workplace informing employees of the availability of this agreement for their perusal.

b) Make a copy of this agreement available to any employee for inspection.

c) On request, a copy of this agreement is to be made available to the trade union representative.

6 CHAPTER 6 - REMUNERATION AND RECORD KEEPING

6.1 Calculation of wages

6.1.1 The hourly wage of an employee shall be the weekly wage divided by the number of ordinary hours of work for such employee in any week;

6.1.2 The daily wage of an employee shall be the hourly wage multiplied by –

a) Nine, in the case of an employee who works a five-day week;

b) Seven and half, in the case of any other employee;

6.1.3 The weekly wage of an employee shall be the hourly wage multiplied by the number of ordinary hours of work for such employee in any week;

6.1.4 The monthly wage of an employee shall be four and one third times the weekly wage.

6.1.5 Remuneration shall be paid;

a) in South African currency;

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b) daily, weekly, fortnightly or monthly;

c) in cash, by cheque or by direct deposit into an account designated by the employee.

6.1.6 Any remuneration paid in cash or by cheque must be given to each employee-

a) at the workplace or at a place agreed to by the employee;

b) during the employees working hours or within 15 minutes of the commencement or the conclusion of those hours; and

c) in a sealed envelope which then becomes property of the employee.

6.1.7 An employer must pay remuneration not later than seven days after –

a) the completion of the period for which the remuneration is payable; or

b) the termination of the contract of employment.

6.1.8 Sub-clause 6.1.7(b) above does not apply to any amount due to an employee by the CIRBF.

6.2 Information about remuneration

6.2.1 An employer must give an employee the following information in writing on each day the employee is paid:

a) The employer's name and address;

b) The employee's name and occupation;

c) The period for which the payment is made;

d) The employee's remuneration in money;

e) The amount and purpose of any deduction made from the remuneration;

f) The actual amount paid to the employee; and

g) If relevant to the calculation of that employee's remuneration –

(i) the employee's rate of remuneration and overtime rate;

(ii) the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;

(iii) the number of hours worked by the employee on a Sunday or public holiday during that period; and

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(iv) if an agreement to average working time has been concluded in terms of section 12, the total number of ordinary and overtime hours worked by the employee in the period of averaging.

6.2.2 The written information required in terms of sub-clause (1) must be given to each employee —

a) at the workplace or at a place agreed to by the employee; and

b) during the employee's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours.

6.3 Payment of remuneration upon termination of employment

6.3.1 If the employment of an employee terminates on a date before the ordinary pay day, all remuneration owing in terms of this agreement must be paid to the employee –

a) within seven days of the date that employment terminates; or

b) if the employer and an employee have agreed to a notice period longer than the period contemplated in this agreement, within seven days of the last day of the notice period.

6.4 Deductions from wages - general;

6.4.1 An employer may not make any deduction from an employee's remuneration, unless-

a) Subject to sub-clause 6.4.2 below, the employee, by written agreement, consents to the deduction in respect of a debt which must be specified in the agreement; or

b) The deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.

6.4.2 A deduction in terms of sub-clause 6.4.1(a) above may be made to reimburse an employer for loss or damage only if:

a) The loss or damage only occurred in the course of employment and was due to the fault of the employee

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b) The employer has followed fair procedure and has given the employee a reasonable opportunity to show why the deductions should not be made

c) The total amount of debt does not exceed the actual amount of the loss or damage, and;

d) The total deductions from the employee's remuneration in terms of this subsection do not exceed one quarter of the employees' remuneration in money.

6.4.3 An agreement in terms of sub-clause 6.4.1(a) in respect of any goods purchased by the employee must specify the nature and quantities of the goods

6.4.3 An employer who deducts an amount from an employee's remuneration in terms of sub-clause 6.4.1 for payment to another person must pay the amount to the person in accordance with the time period and other requirements specified in the agreement, law, court order or arbitration award.

6.4.4 An employer may not require or permit an employee to –

a) Repay any remuneration except for any amount paid in error for overpayments previously made by the employer resulting from an error in calculating the employees' remuneration; or –

b) Acknowledge receipt of an amount greater than the remuneration actually received.

6.5 Deductions from wages - trade union subscriptions

6.5.1 An employer must deduct subscriptions for membership of a trade union party to the Council from the wages of an employee that consents in writing to the deduction.

6.5.2 The subscriptions deducted must be paid to the trade union concerned by the 15th of the month following the month to which the subscriptions relate. The payment to the relevant trade union must include the following details in respect of each employee that is a member of that trade union:

a) Name of employer and division or site at which the employee is employed

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b) Full name;
c) Identity number, if available;
d) Amount deducted; and
e) The period to which the subscriptions relate.

6.6 Deductions from wages – training

An employer may not accept or charge a premium for the training of employees.

6.7 Year-end bonus

Subject to the provisions of this sub-clause, an employer must pay an employee an annual bonus as follows:

6.7.1 20 working days' pay

6.7.2 Where existing agreements provide for bonuses in excess of that provided for in sub-clause 6.7.1 above, such existing agreements shall prevail.

6.7.3 An employee who is employed in a year in which a bonus amount is to be paid and who has been continuously so employed for at least 3 months, but for less than one full year, shall be entitled to a pro rata bonus payment.

6.7.4 An employee whose employment is terminated through no fault of his or her own, through retrenchment, retirement, disability, or death, shall be entitled to a pro rata bonus payment.

6.7.5 No bonus payment shall be made to employees whose employment was terminated by reason of misconduct.

6.7.6 Year-end (annual) bonus will not accrue to an employee for any unauthorised absence.

6.7.7 Calculation of accrual reduction upon unauthorised absenteeism –
(Example: an employee is absent without authorisation for 5 days and works 9 ordinary hours on 5 days per week:

a) 5 days x 9 hours = 45 hours
b) bonus: (235 working days x 9 hours) = 2115 total hours
c) bonus accrual factor: 180 hours / 2115 total hours = 0.085 (bonus accrual per hour worked)
d) 45 hours (see clause 6.7.7(a)) x 0.085 (accrual factor) = 3.825 hours

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e) task grade 1: R39.81 x 3.825 hours = R152.27 (bonus reduction amount)

6.8 Cross border work allowance

6.8.1 An employer may only require or permit an employee to perform cross border work if so agreed in writing, provided that;

a) The employer pays the employee an allowance as provided for in clause 6.9.2 below.

b) The employer must ensure that the terms of the agreement are not less favourable than the conditions of employment as regulated by the provisions of this agreement or any law that is applicable in the Republic of South Africa; and

c) The employer must ensure that the terms of the agreement and conditions of work are not less favourable than the same employee would enjoy if working in South Africa.

d) In the event where an employee is employed for a period of more than 12 months in another country, the employer must have an agreement with the Compensation Commissioner in terms of section 23(1)(c) of the Compensation for Occupational Injuries and Diseases Act 130 of 1993.

6.8.2 An employer who requires an employee to perform work outside the borders of the Republic of South Africa must inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee reasonably understands-

a) of any health and safety hazards associated with that country that the employee is expected to be deployed to; and

b) of the employee's right to undergo a medical examination in terms of sub-clause 6.8.3;

6.8.3 At the request of the employee, enable the employee to undergo a medical examination, at the expense of the employer, concerning those hazards-

a) Before the employee departs, or within a reasonable period;

b) At appropriate intervals while the employee continues to perform such work.

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6.8.4 Transfer the employee to a suitable country within a reasonable time if-

a) The employee suffers from a health condition associated with the country in which the employee is working; and

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

6.9 Allowances

6.9.1 Living out allowance

a) A living out allowance, whilst on the assignment, of R1 300 per month will be paid to employees who are required to work and live away from their usual place of residence and where no accommodation is provided by the employer.

b) A living out allowance is not payable to employees recruited at the site or who present themselves for employment at that specific site.

c) Any other allowance paid for the same purpose is deemed to be a Living Out allowance as defined.

6.9.2 Cross border allowance

a) A cross border allowance of 7% will be paid to employees assigned to cross border projects calculated on the basic rate of pay for ordinary hours worked.

6.9.3 Sleep out allowance

a) A sleep out allowance of R216,95 will be paid to employees who spend at least a night away from their usual site on authorised company business and only in the event that the employer is not providing accommodation during this period away from their usual site.

6.9.4 Transport

Transport is to be provided by the employer to employees between the office of the employer where the employee was employed and the project during pay and/or long weekends where applicable.

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6.9.5 Acting allowance

An acting allowance of 5% of the employee's current basic rate must be paid to an employee while the employee is acting in a position higher than the employee's current job grade.

6.9.6 General

a) None of the above-mentioned issues, or allowances of a similar nature, may be the subject of company level negotiations.

b) Current company arrangements that are more favourable will not be affected.

7 CHAPTER 7 - GENERAL

7.1 Exemptions

7.1.1 Any person bound by this agreement may apply to the Council's Independent Exemptions Committee for an exemption from any provision of this agreement in the manner provided for in the Exemptions Collective Agreement.

7.1.2 Any person may lodge an appeal against the decision of the Independent Exemptions Committee to the Independent Appeal Board in the manner provided for in the Exemptions Collective Agreement.

7.2 Protective clothing

7.2.1 An employer shall supply and maintain in serviceable condition, free of charge, any protective clothing that the employer requires the employee to wear, or that by any law the employer is compelled to provide to the employee, and any such protective clothing shall remain the property of the employer.

7.3 Designated agents

7.3.1 The Council must appoint one or more persons as designated agents to enforce and monitor compliance with this agreement, in any manner that is reasonably required for compliance with this agreement, by-

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a) Entering and inspecting premises;
b) Examining records; and
c) Interviewing an employer or employees of the employer in an appropriate manner.

7.3.2 After each inspection of an employer's records and operations, a designated agent must prepare a report for the attention of the employer, worker representatives or in the case of an individual complainant, the complainant, stating-

a) The date and time of the inspection;
b) If any contraventions of the agreement were identified, a summary of the contraventions; and
c) The action that management is required to take to rectify the contraventions.

7.3.3 A designated agent may not make any disclosure of information in circumstances which are not permitted in terms of section 201 of the Labour Relations Act, 1995.

7.3.4 The Minister, on request of the Council, shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this agreement, including the issuing of compliance orders requiring any person bound by this agreement to comply within 14 days.

7.3.5 A designated agent shall have all the powers provided for in section 33, 33A and Schedule 10 of the Act.

7.4 Levels of bargaining in the Industry and peace obligation

Subject to sub-clause 7.4.4 below —

7.4.1 The Council shall be the sole forum for negotiating matters contained in this agreement.

7.4.2 During the currency of this agreement, no matter contained within this agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

7.4.3 Any provision in a collective agreement binding an employer and employees covered by the Council, other than a collective agreement concluded by the

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Council, that requires an employer or a trade union to bargain collectively in respect of any matter contained in this agreement, is of no force and effect.

7.4.4 Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to comply with sub-clauses 7.4.1 to 7.4.3 above. The provisions of these clauses shall apply equally to any trade unions not party to this agreement.

7.5 Administration of agreement

7.5.1 The Council is the body responsible for the administration of this agreement.

7.6 Attendance of worker representatives on bargaining council committee meetings

7.6.1 The employer and trade union parties agree that it is important that worker representatives be appointed by the unions, to attend Council meetings and should participate at that level.

7.6.2 To this end the trade unions will by **31 January of each year** notify the companies involved, in writing, of the names and contact details of the trade union worker representatives appointed to serve on Council committees.

7.6.3 Where the company is unable, for operational or other valid reasons to accept the absence of the employee on the dates concerned it shall immediately communicate with the union in order that the problem is addressed.

7.6.4 Absence from the workplace to attend each scheduled meeting must be based on reasonable prior notice of the meeting to the employer supported by the presentation of the agenda of the meeting by the worker representative.

7.7 Resolution of disputes

7.7.1 Disputes about the interpretation or application of the Council's Collective Agreements will be dealt with in terms of the Council's Dispute Resolution Collective Agreement.

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APPENDIX A - Certificate of Service

Certificate of Service in the Civil Engineering Industry	
CIVIL ENGINEERING INDUSTRY, SOUTH AFRICA **READ THIS FIRST** WHAT IS THE PURPOSE OF THIS FORM? This form is proof of employment with an employer. WHO FILLS IN THIS FORM? Authorised staff member WHERE DOES THIS FORM GO? To the employee. INSTRUCTIONS This form must be issued upon termination of employment. NOTE The reason for termination of employment must only be given if requested by the employee. This is only a model and not a prescribed form. Completing a document in another format containing the same information is sufficient compliance with Clause 2 in Chapter III of this agreement.	I, ... **(Full name and position of authorised staff member)** **of** ..... **(Full name of employer)** Employer's Address: .... declare that ..... **(Full name of employee)** ..... **(I.D no.)** Was in employment from ..... Until..... as ..... **(Type of work/occupation)** Any other information..... **On termination of service this employee was earning: R.....** ..... **(Amount in words)** [per hour] [per day] [per week] [per fortnight] [per month] [per year] ..... Staff member' signature ..... Date

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5911 **28 February 2025**

LABOUR RELATIONS ACT, 1995

INVITATION TO MAKE REPRESENTATIONS

NOTICE IN TERMS OF SECTION 32A(3)(a) OF THE LABOUR RELATIONS ACT, 1995: DISPUTE RESOLUTION COLLECTIVE AGREEMENT OF THE METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

1 I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, do hereby in terms of section 32A(3)(a) of the Labour Relations Act, 1995, publish a notice inviting representations from the public in response to the **National Union of Metalworkers of South Africa (NUMSA)**'s application for renewal and extension of the **Metal and Engineering Industries Bargaining Council's** funding agreement, Dispute Resolution Collective Agreement in terms of section 32A which was submitted to the Department of Employment and Labour on **27 January 2025.**

2 Representations must reach the Department of Employment and Labour not later than 21 days from the date of publication of this Notice.

3 A copy of this Application may be inspected or obtained c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, **PRETORIA**

4 Representations should be submitted to the following addresses:

By Post or Fax:
Department of Employment and Labour
Directorate: Collective Bargaining
Attention: Ms Annelie Niemandt
Postal Address: Private Bag X 117
PRETORIA, 0001

Hand Deliveries:
Department of Employment and Labour
Laboria House
Room 123/115
215 Francis Baard Street
PRETORIA

By e-mail:
Annelie.Niemandt@labour.gov.za
Sellinah.Mahlangu@labour.gov.za

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 13 February 2025

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5912 **28 February 2025**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL EGNINEERING INDUSTRY (BCCEI): RENEWAL OF PERIOD OF OPERATION OF THE CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices R.955 of 14 September 2018, R.1072 of 16 August 2019, R.1428 of 8 November 2019 and R. 1606 of 24 December 2024 to be effective from the date of publication of this Notice and for the period ending 31 August 2025.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 13 February 2025

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5913 **28 February 2025**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF AMENDMENT OF THE WAGE AND TASK GRADE COLLECTIVE AGREEMENT TO NON-PARTIES

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the Wage and Task Grade Amending Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Wage and Task Grade Collective 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 notice and for the period ending 31 August 2025.

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 20 February 2025

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO ESICHIBIYELAYO SEMIHOLO KANYE NESIGABA SEMISEBENZI YEZABASEBENZI, SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **NOMAKHOSAZANA METH**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba-32(2) sifundwa nesigaba 32(5) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwakhiwa Kwemigwaqo Namabhuloho,** futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuNcwaba 2025.

MS N METH, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 20 February 2025

BCCEI
Bargaining Council for the
Civil Engineering Industry

WAGE AND TASK GRADE COLLECTIVE AGREEMENT

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SCHEDULE

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY

WAGE AND TASK GRADE COLLECTIVE AGREEMENT

In accordance with the Labour Relations Act of 1995, made and entered into by and between the –

Employers' Organisations

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the "employer" or the "employers organisation" of the one party and the –

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the "employees" or the "trade union" of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry)

PREAMBLE

This agreement was entered into by and between the members of the employers' organisations and the members of the trade unions after conclusion of the industry national wage negotiations undertaken under the auspices of the Bargaining Council for the Civil Engineering Industry.

The Minister of Employment and Labour has extended this agreement to all the employers and employees in the industry that are not signatories of this agreement. This has the effect of making the agreement applicable to all employers and employees in the industry

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APPLICATION AND INTERPRETATION OF AGREEMENT

1. Application of Agreement

1.1 This agreement binds:

i. All employers in the Civil Engineering Industry that are members of the employers' organisations that are party to this agreement; and

ii. All employees in the bargaining unit, employed in the Civil Engineering Industry who are members of the trade unions that are party to this agreement.

1.2 This agreement must be applied in the jurisdiction of the Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.3 Except as otherwise provided for in this agreement, this agreement establishes the minimum rate of pay for all scheduled employees as defined in the Conditions of Employment Collective Agreement, irrespective of whether the employee is employed in terms of an exemption from this agreement or under conditions determined by the Council.

1.4 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.

1.5 Period of operation of this agreement:

i. This agreement becomes binding on the employers and employees referred to in sub-clause 1.1 once it is extended to non-parties by the Minister, in terms of Section 32 of the Labour Relations Act, 66 of 1995, from a date determined by the Minister.

ii. This agreement shall remain in force until: **31 August 2025**.

2. Scope of Application of Agreement

2.1 **'Industry'** means the Civil Engineering Industry in which employers (other than local authorities) and employees are associated for the purpose of carrying out work of a civil engineering character normally associated with the civil engineering sector and includes such work in connection with any one or more of the following activities:

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a) The construction of aerodrome runways or aprons; aqueducts, bins or bunkers; bridges, cable ducts, caissons; rafts or other marine structures; canals, cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements; housing or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine headgears; pipelines; piers; railways; reservoirs; river works; roads or streets; sewerage works; sewers; shafts or tunnels; silos; sports fields or grounds; swimming baths; viaducts or water treatment plants; and/or

b) Excavation and bulk earthworks; bush clearing and de-stumping; topsoil stripping; drilling and blasting; preparation of bench areas, drilling pre-split holes, blasting and/or cast-blasting; secondary blasting; loading, hauling and dumping of mineralized and/or waste material to waste dumps or processing plant feed (ROM pad) stockpiles; production dozing of top soil, inter burden or waste material; pumping and dewatering of storm and/or contaminated water, construction and maintenance of; access and haul roads; ramps; waste and processing plant feed (ROM pad) areas; safety beams; high walls; benches; storm water systems, catch drains, bund walls, surge dams; trimming, scaling or chain dragging of batters, heap-leach pads, tailings dams; dust suppression of loading areas, haul roads and dumping areas; rehabilitation of earth work areas or waste dumps; topsoil spreading, hydro-seeding and watering; and/or

c) Excavation work or the construction of foundations, lift shafts, piling, retainings, stairwells, underground parking garages or other underground structures; and/or

d) The asphalting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes: -

e) Any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and/or

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f) The making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in sub-clauses (a) to (f) inclusive;

but excluding: -

i.) Work in connection with any one or more of the activities specified in sub-clause (c) where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, is carried out by the employers erecting such structures;

ii.) Work in connection with any one or more of the activities specified in sub-clause (c) when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures;

iii.) Any work falling within the scope of any other industry, and

iv.) The Mining Industry which is defined as the industry where employers and employees are associated for the purpose, directly or indirectly, for the winning, extracting, processing and refining of a mineral in, on or under the earth or water or from any residue stockpile or residue deposit.

3. Definitions and Expressions

3.1 Any expression used in this agreement which is defined in the Labour Relations Act, 66 of 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context-

'Act' means the Labour Relations Act, 1995 (Act No. 66 of 1995)

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'Bargaining Unit' shall mean the bargaining unit comprising those employees engaged in the industry in Task Grades 1 – 9 inclusive;

'Council' means the Bargaining Council for the Civil Engineering Industry;

'CPI' means the consumer price index as published by STATS SA regarding inflation. For the purposes of this agreement, CPI is calculated by averaging the months of April, May and June of the particular year.

'Employee' means –

i.) 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; and

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

'Employer' means any person whosoever, including a temporary employment service as defined in clause 198(1) of the Act, who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him/her or who permits any person whosoever in any manner to assist him/her in the carrying on or conducting of his/her business;

'Hourly-rated employee' means an employee whose remuneration is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;

'Law' means all constitutions; statutes; regulations; by-laws; codes; ordinances, or instructions by any Governmental Body; and the common law, and "law" will have a similar meaning;

'Minister' means the Minister of Employment and Labour;

'Pay' means payment of remuneration in cash, electronic transfer, by cheque or by other means;

'Promulgation date' means the date of official implementation of an aforesaid

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agreement/legislation

'Salaried employee' means an employee whose remuneration is calculated on a monthly basis notwithstanding the number of hours or days actually worked, who performs work generally understood to be that of a salaried employee, and who is not a "hourly- rated employee";

'Wage' means the amount of money payable to an employee in terms of Clause (6.1) in Chapter 6 of the Conditions of Employment Collective Agreement in respect of the ordinary hours of work as prescribed in Clauses 2.1 – 2.2 in Chapter 2 of the Conditions of Employment Collective Agreement. Provided that

i.) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in Clause (6.1) in Chapter 6 of the Conditions of Employment Collective Agreement, it means such higher amount;

ii.) the first proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in Clause (6.8) in Chapter 6 of the Conditions of Employment Collective Agreement receives over and above the amount which the employee would have received had he or she not been employed on such a basis.

3.2 The provisions of the Basic Conditions of Employment Act, 1997 shall apply in respect of any employer or employee in the Civil Engineering Industry in so far as a provision thereof provides for any matter that is not regulated by this agreement.

CHAPTER 1 – GENERAL

1. Administration of the Agreement

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1.1. The Council is the body responsible for the administration of this agreement.

2. Designated Agents

2.1 The Minister, at the request of the Council, shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this agreement, including the issuing of compliance orders requiring any person bound by this agreement to comply within 14 days.

2.2 A designated agent shall have all the powers indicated in section 33, 33A and Schedule 10 of the Act.

2.3 The Council must appoint one or more persons as designated agents to enforce and monitor compliance with this agreement, in any manner that is reasonably required to ensure compliance with this agreement, by-

2.3.1 Entering and inspecting premises;

2.3.2 Examining records; and

2.3.3 Questioning an employer or employees of the employer in any appropriate manner.

2.4 After each inspection of an employer's records and operations, a designated agent must prepare a report for the attention of the employer, worker representatives and, in the case of an individual complainant, the complainant and, stating-

2.4.1 The date and time of the inspection;

2.4.2 If any contraventions of the agreement were identified, a summary of the contraventions; and

2.4.3 The action that management is required to take to rectify the contraventions.

2.5 A designated agent may not make any disclosure of information in circumstances which are not permitted in terms of section 201 of the Act.

3. Levels of bargaining in the Industry and peace obligation

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3.1 Subject to sub-clause 3.2 —

3.1.1 The Council shall be the sole forum for negotiating matters contained in this agreement;

3.1.2 During the currency of this agreement, no matter contained in this agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

3.1.3 Any provision in a collective agreement binding an employer and employees covered by the Council, other than a collective agreement concluded by the Council, that requires an employer or a trade union to bargain collectively in respect of any matter contained in this agreement, is of no force and effect.

3.2 Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to comply with sub-clause 3.1. In the event of the parties to such arrangements failing to agree to modify or suspend or terminate such arrangements by the date of implementation of this agreement, the wage increases on scheduled rates and not on the actual rates shall be applicable to such employers and employees until the parties to such arrangement agree otherwise.

3.3 The provisions of these clauses shall apply equally to any trade unions not party to this agreement.

4. Attendance of worker representatives on Council committee meetings

4.1 The employer and trade union parties agree that it is important that worker representatives appointed by the trade unions, to attend Council meetings and should participate at that level.

4.1.1 To this end the trade unions will by 31 January of each year notify the companies involved, in writing, of the names and contact details of the trade union worker representatives appointed to serve on Council committees.

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4.1.2 Where the company is unable, for operational or other valid reasons to accept the absence of the employee on the dates concerned it shall immediately communicate with the trade union in order that the problem is addressed.

4.1.3 Absence from the workplace to attend each scheduled meeting must be based on reasonable prior notice of the meeting to the employer supported by the presentation of the agenda of the meeting by the worker representative.

CHAPTER 2 - EXEMPTIONS

1. Provisions relating to an application for exemption:

1.1 Any person bound by this agreement may apply to the Exemptions Committee of the Council for an exemption from any provision of this agreement.

1.2 Any person affected by the Exemptions Committee's decision on the application may lodge an appeal to the Independent Appeal Board.

1.3 Applications for exemptions and/or appeals must be dealt with in terms of the Exemptions Collective Agreement.

CHAPTER 3 - WAGES, WAGE TABLES AND TASK GRADE INTERPRETATION

1. Wages and/or Earnings

1.1 Any employee who at the date of coming into operation of this agreement was in receipt of a higher rate than that prescribed in this agreement for the task grade which he/she is employed on shall continue to receive not less than such higher rate while he/she is employed by the same employer on the same task grade.

1.2 Every employee who on the date of coming into operation of this agreement is employed by an employer on a task grade classified in this agreement shall,

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whilst in the employ of the same employer and whether or not his/her actual rate of pay immediately prior to the said date was in excess of the rate specified for his/her task grade in this agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, an additional amount for his/her task grade, as set out in the wage tables hereunder: Provided that:

1.2.1 The additional amount payable in terms of this sub-clause to an employee for his task grade may be reduced by the amount of any increase or increases granted to such employee/s prior to the promulgated wage increases.

1.2.2 Any employee who was engaged after the date of such promulgated increases at a rate of pay not less than the rate of pay prescribed for his/her task grade as at the date of coming into operation of this agreement, shall not be entitled to be paid the additional amount specified in this sub-clause for the employee's task grade.

1.3 Subject to the provisions of sub-clauses 1.1 to 1.3 inclusive, no employer shall pay to the employees engaged on any of the task grades hereinafter specified in the following wage schedules, wages and/or earnings lower than those stated against such task grades and no employee shall accept wages and/or earnings lower than those stated against such task grades.

1.4 The payment of wages and/or earnings shall be calculated as set out in Chapter 6, Clause 6.1 in the Conditions of Employment Collective Agreement.

1.5 **IMPORTANT NOTICE**:

Wage increases in Appendix A will apply only from the date of coming into operation of this agreement. The rates on the wage rates table within the Appendix indicate the minimum wage rate an employee has to be paid for his/her specific task grade. All employees must, at the date of coming into operation of this agreement, receive either the new wage rate applicable to his/her task grade or the following across the board increase on his/her current wage rate, whichever is the greater –

1.5.1 Across the board wage increase (ATB):-

i) From the date as determined by the Minister, up to 31 August

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2025, employees who earn above the published rate will receive an ATB of 5.95% on their current rate.

1.5.2 No employer shall at the date of coming into operation of this agreement reduce the rate of pay of any employee who earns more than the minimum prescribed for his/her class of work;

1.5.3 No employer shall at the date of coming into operation of this agreement pay any employee engaged on any of the classes of work specified in this agreement wages and/or earnings lower than those specified for his/her class of work.

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CHAPTER 4 - APPENDICES TO THE AGREEMENT

1. Civil Engineering Industry Task Grade Wage Rates

1.1 **Appendix A** - Civil Engineering Industry Task Grade Wage Rates

Task Grade	Occupational Group	Job Title	Hourly rate Rand per hour from the date determined by the Minister, up to 31 August 2025 (6.5%)
1	General	General Worker Watchman	51,00
2	Concrete	Reinforcing Steel Bending Machine Operator Structures Construction Hand	52,19
	General	Civil Construction Bricklayer Gr 2	
	Plant Operators & Drivers	Boomscraper Operator Crusher Assistant Hoist/Lift Operator Pedestrian Roller Operator	
	Rail Construction	Perway Construction Hand	
	Roads, Earthworks & Drainage	Premix Paving Checker/Tallyman	
	Site Support	Artisan Aid Materials Tester Assistant Safety Watcher Survey Assistant	
3	Concrete	Concrete Hand Gr 2 Shutterhand Gr 3	53,65
	Piling	Bore Pile Operator Frontman Nozzleman	
	Plant Operators & Drivers	Winch Operator Track Rig Operator	
	Roads, Earthworks & Drainage	Pipelayer Gr 2 Rakerman	
	Site Support	Banksman/Rigger Assistant Junior Site Clerk Welder Semi-Skilled	
	Tailings	Mudguard Reclamation Attendant	

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Task Grade	Occupational Group	Job Title	Hourly rate Rand per hour from the date determined by the Minister, up to 31 August 2025 (6.5%)
4	Concrete	Concrete Hand Gr 1	55.66
		Reinforcing Hand Gr 2	
		Scaffold Erector	
		Shutterhand Gr 2	
	Piling	Continuous Flight Auger Operator	
	Plant Operators & Drivers	Articulated Dumper Truck Operator	
		Bulldozer Operator	
		Concrete Dumper Operator	
		Concrete Mixer Operator	
		Concrete Pump Operator	
		Crusher Operator	
		Driver Operator	
		Excavator Operator	
		Forklift Operator	
		Front End Loader Operator	
		Grader Operator (General)	
		Hauler Driver (Bituminous)	
		Heavy Duty Driver/Extra Heavy Duty Driver (Rigid)	
		Light Motor Vehicle Driver	
		Mechanical Broom Operator	
		Milling Machine Operator	
		Motorcycle Driver	
		Paver Operator	
		Road Recycler Operator	
		Roller Operator	
		TLB Operator	
		Tower Crane Operator	
		Tractor Driver	
	Roads, Earthworks & Drainage	Blasting Assistant	
		Fence Erector	
		Guard Rail Erector	
		Sprayer Operator (Bituminous)	
	Site Support	Formwork Controller	
		Materials Tester	
		Storeman	
		Tools and Small Plant Repairer	
		Wedge Welder	

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Task Grade	Occupational Group	Job Title	Hourly rate Rand per hour from the date determined by the Minister, up to 31 August 2025 (6.5%)
5	Concrete	Reinforcing Hand Gr 1 Scaffold Inspector Shutterhand Gr 1	63,02
	General	Civil Construction Bricklayer Gr 1	
	Piling	Piling Auger Machine Operator	
	Plant Operators & Drivers	Batch Plant Operator Heavy Duty Driver/ Extra Heavy Duty Driver (Articulated) Mobile Crane Operator Scraper Operator Screed Operator	
	Roads, Earthworks & Drainage	Kerblayer Pipelayer Gr 1	
	Site Support	Assistant Surveyor Extrusion Welder	
6	Plant Operators & Drivers	Grader Operator (Final Levels) Sprayer Driver (Bituminous)	71,57
	Site Support	Senior Materials Tester (Field) Senior Materials Tester (Lab) Site Clerk	
	Supervisors	Team Leader Gr 2	
7	Site Support	Plant Serviceman	81,97
	Supervisors	Supervisor Gr 2	
8	Supervisors	Supervisor Gr 1	91,91
9	Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Spray Painter.	103,88

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5914 **28 February 2025**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): RENEWAL OF PERIOD OF OPERATION OF THE WAGE AND TASK GRADE COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices R.1414 of 1 November 2019 and R.1605 of 17 December 2021 to be effective from the date of publication of this Notice and for the period ending 31 August 2025.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 20 February 2025

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5915 **28 February 2025**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FAST FOOD, RESTAURANT, CATERING AND ALLIED TRADES

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. 5 of 8 January 2021 from the date of publication of this notice.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 5 February 2025.....

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKWESULWA KWESAZISO SIKAHULUMENI

Mina, **NOMAKHOSANA METH**, uNgqongqoshe WezeMisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iSaziso sikaHulumeni esingunombolo R. 5 somhlaka 8 kuMasingana 2021 kusukela ngosuku lokushicilelwa kwalesisaziso.

MS N METH, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 5 February 2025 .....

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5916 **28 February 2025**

LABOUR RELATIONS ACT, 1995

INVITATION TO MAKE REPRESENTATIONS

NOTICE IN TERMS OF SECTION 32A(3)(a) OF THE LABOUR RELATIONS ACT, 1995: THE REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT OF THE METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

1 I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, do hereby in terms of section 32A(3)(a) of the Labour Relations Act, 1995, publish a notice inviting representations from the public in response to the **National Union of Metalworkers of South Africa (NUMSA)**'s application for renewal and extension of the **Metal and Engineering Industries Bargaining Council's** funding agreement, Registration and Administration Expenses Collective Agreement in terms of section 32A which was submitted to the Department of Employment and Labour on **27 January 2025.**

2 Representations must reach the Department of Employment and Labour not later than 21 days from the date of publication of this Notice.

3 A copy of this Application may be inspected or obtained c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, **PRETORIA**.

4 Representations should be submitted to the following addresses:

By Post or Fax:
Department of Employment and Labour
Directorate: Collective Bargaining
Attention: Ms Annelie Niemandt
Postal Address: Private Bag X 117
PRETORIA, 0001

Hand Deliveries:
Department of Employment and Labour
Laboria House
Room 193
215 Francis Baard Street
PRETORIA

By e-mail:
Annelie.Niemandt@labour.gov.za
Sellinah.Mahlangu@labour.gov.za

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 13 February 2025

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WEZOBUDLELWANO KWEZABASEBENZI, 1995

ISIMEMO SOKULETHWA KWEZIKHALO

ISAZISO NGOKWESIGABA 32A(3)(a) SOMTHETHO WEZOBUDLELWANO KWEZABASEBENZI KA 1995: ISIVUMELWANO SOKUBHALISA KANYE NEZINDLEKO ZOKUPHATHA UMSEBENZI SE METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

1 Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi kanye NezabaSebenzi, lapha ngokwesigaba 32A(3)(a) soMthetho Wezobudlelwano Kwezabasebenzi, ka 1995, ngikhipha isaziso sokumema izikhalo zomphakathi mayelana nesicelo se **National Union of Metalworkers of South Africa (NUMSA)** sokuvuselelwa nokwelulwa Kwesivumelwano Sabaqashi Nabasebenzi sokuBhalisa kanye neziNdleko Zokuphatha Umsebenzi se **Metal and Engineering Industries Bargaining Council** ngokwesigaba 32A esalethwa eMnyangweni Wezemisebenzi kanye Nezabasebenzi mhlaka **27 kuMasingana 2025.**

2 Izikhalo kumele zifike eMnyangweni Wezemisebenzi kanye Nezabasebenzi zingakapheli izinsuku ezingu 21 kusukela osukwini lokushicilelwa kwalesiSaziso.

3 Ikhophi yalesisicelo ingahlolwa noma itholakale ku c/o Department of Employment and Labour, Laboria House, 215 Francis Baard Street, **PRETORIA.**

4 Izikhalo kanye/noma imibuzo mayelana namakhopi alesisicelo kumele zilethwe kulelikheli elilandelayo:

Ngeposi noma ngefeksi:
Umnyango Wezemisebenzi kanye Nezabasebenzi
Umqondisi: Wezokuxoxisana kwabaqashi nabasebenzi
Iqondiswe ku: Ms Annelie Niemandt
Postal address: Private Bag X117
PRETORIA, 0001

Annelie.Niemandt@labour.gov.za
Sellinah.Mahlangu@labour.gov.za

Okulethwa ngezandla:
Laboria House 215
Ihhovisi 193
215 Francis Baard Street
PRETORIA

MS N METH, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 13 February 2025

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

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