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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 10976

Regulasiekoerant

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N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

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IMPORTANT NOTICE OF OFFICE RELOCATION

GOVERNMENT PRINTING WORKS PUBLICATIONS SECTION

Dear valued customer,

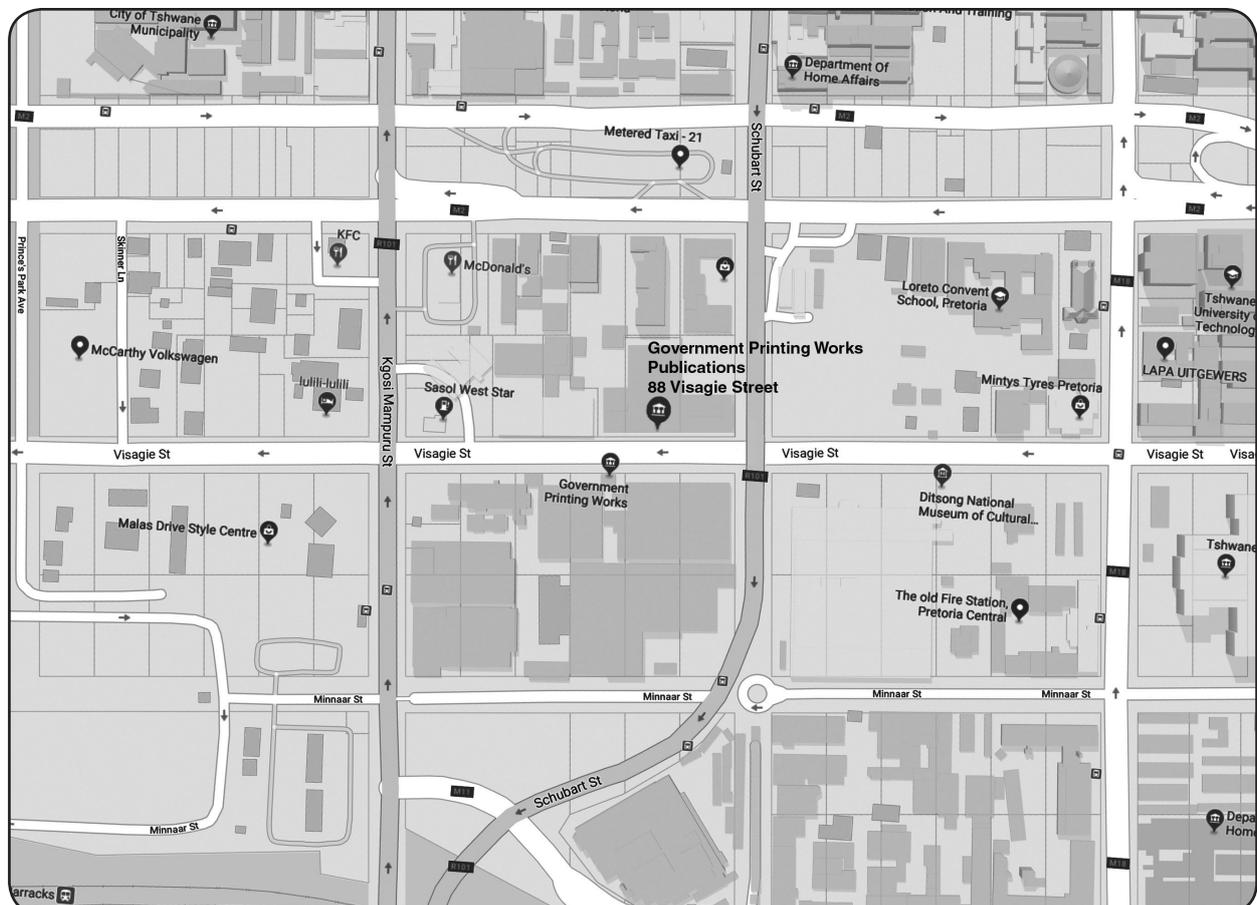
We would like to inform you that with effect from the 1st of November 2019, the Publications Section will be relocating to a new facility at the corner of **Sophie de Bruyn** and **Visagie Street, Pretoria**. The main telephone and facsimile numbers as well as the e-mail address for the Publications Section will remain unchanged.

Our New Address:
88 Visagie Street
Pretoria
0001

Should you encounter any difficulties in contacting us via our landlines during the relocation period, please contact:

Ms Maureen Toka
Assistant Director: Publications
Cell: 082 859 4910
Tel: 012 748-6066

We look forward to continue serving you at our new address, see map below for our new location.



IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

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

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Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2019**

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

- **27 December 2018**, Thursday for the issue of Friday **04 January 2019**
- **04 January**, Friday for the issue of Friday **11 January 2019**
- **11 January**, Friday for the issue of Friday **18 January 2019**
- **18 January**, Friday for the issue of Friday **25 January 2019**
- **25 January**, Friday for the issue of Friday **01 February 2019**
- **01 February**, Friday for the issue of Friday **08 February 2019**
- **08 February**, Friday for the issue of Friday **15 February 2019**
- **15 February**, Friday for the issue of Friday **22 February 2019**
- **22 February**, Friday for the issue of Friday **01 March 2019**
- **01 March**, Friday for the issue of Friday **08 March 2019**
- **08 March**, Friday for the issue of Friday **15 March 2019**
- **14 March**, Thursday for the issue of Friday **22 March 2019**
- **22 March**, Friday for the issue of Friday **29 March 2019**
- **29 March**, Friday for the issue of Friday **05 April 2019**
- **05 April**, Friday for the issue of Friday **12 April 2019**
- **11 April**, Thursday for the issue of Thursday **18 April 2019**
- **17 April**, Wednesday for the issue of Friday **26 April 2019**
- **25 April**, Thursday for the issue of Friday **03 May 2019**
- **03 May**, Friday for the issue of Friday **10 May 2019**
- **10 May**, Friday for the issue of Friday **17 May 2019**
- **17 May**, Friday for the issue of Friday **24 May 2019**
- **24 May**, Friday for the issue of Friday **31 May 2019**
- **31 May**, Friday for the issue of Friday **07 June 2019**
- **07 June**, Friday for the issue of Friday **14 June 2019**
- **13 June**, Thursday for the issue of Friday **21 June 2019**
- **21 June**, Friday for the issue of Friday **28 June 2019**
- **28 June**, Friday for the issue of Friday **05 July 2019**
- **05 July**, Friday for the issue of Friday **12 July 2019**
- **12 July**, Friday for the issue of Friday **19 July 2019**
- **19 July**, Friday for the issue of Friday **26 July 2019**
- **26 July**, Friday for the issue of Friday **02 August 2019**
- **01 August**, Thursday for the issue of Thursday **08 August 2019**
- **08 August**, Thursday for the issue of Friday **16 August 2019**
- **16 August**, Friday for the issue of Friday **23 August 2019**
- **23 August**, Friday for the issue of Friday **30 August 2019**
- **30 August**, Friday for the issue of Friday **06 September 2019**
- **06 September**, Friday for the issue of Friday **13 September 2019**
- **13 September**, Friday for the issue of Friday **20 September 2019**
- **19 September**, Thursday for the issue of Friday **27 September 2019**
- **27 September**, Friday for the issue of Friday **04 October 2019**
- **04 October**, Friday for the issue of Friday **11 October 2019**
- **11 October**, Friday for the issue of Friday **18 October 2019**
- **18 October**, Friday for the issue of Friday **25 October 2019**
- **25 October**, Friday for the issue of Friday **01 November 2019**
- **01 November**, Friday for the issue of Friday **08 November 2019**
- **08 November**, Friday for the issue of Friday **15 November 2019**
- **15 November**, Friday for the issue of Friday **22 November 2019**
- **22 November**, Friday for the issue of Friday **29 November 2019**
- **29 November**, Friday for the issue of Friday **06 December 2019**
- **06 December**, Friday for the issue of Friday **13 December 2019**
- **12 December**, Thursday for the issue of Friday **20 December 2019**
- **18 December**, Wednesday for the issue of Friday **27 December 2019**

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 **R3026.32** 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
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
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:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
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 LABOUR

NO. R. 1071

16 AUGUST 2019

**LABOUR RELATIONS ACT, 1995
REGISTRATION OF A TRADE UNION**

I, Lehlohonolo Daniel Molefe, Registrar of Labour Relations, hereby notify, in terms of section 109(2) of the Labour Relations Act, 1995, that the **Progressive Workers Union of South Africa (PWUSA)** has been registered as a trade union with effect from 01 August 2019.....


REGISTRAR OF LABOUR RELATIONS**DATE:** 01 August 2019.....

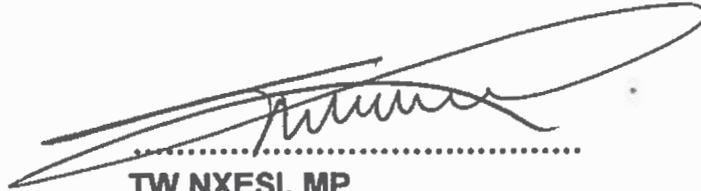
DEPARTMENT OF LABOUR

NO. R. 1072

16 AUGUST 2019

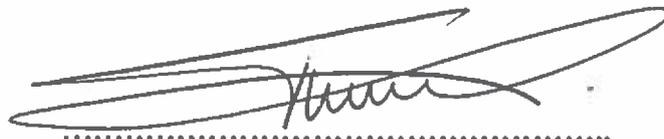
BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF AMENDMENT OF CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT TO NON-PARTIES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the Conditions of Employment 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 date of publication of this notice and for the period ending 31 August 2021.

.....
TW NXESI, MP**MINISTER OF EMPLOYMENT AND LABOUR**DATE: 05/08/2019
.....

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO ESICHIYELAYO SEZIMO ZEMISEBENZI, SELULELWA KULABO ABANGEYONA INGXEYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba-32(2) sifundwa nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa 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 2021.



.....
TW NXESI, MP

UNGGONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 05/08/2019

SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT****PREAMBLE**

This collective agreement was concluded between the members of the employer organisations and the members of the trade unions which concluded and signed this agreement in the Bargaining Council.

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

The following employer organisations and trade unions signed the collective agreement on behalf of their members:

Building, Construction and Allied Workers Union (BCAWU)

Consolidated Employers Organisation (CEO)

National Union of Mineworkers (NUM)

South African Forum of Civil Engineering Contractors (SAFCEC)

(hereinafter referred to as the "employers" or the "trade unions"), of the other part, being the parties to the Bargaining Council for the Civil Engineering Industry), to amend the Agreement published under Government Notice No. R.955 OF 14 September 2018.

A. J. V.
T.G.M

1. CHAPTER 1 - APPLICATION AND INTERPRETATION OF AGREEMENT

1.1 Scope of the agreement

1.1.1 This agreement binds:

- (a) All employees 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 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, 1998.

1.1.5 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 for any matter that is not regulated by this Agreement.

1.1.6 The provisions of clause 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 of Labour in terms of section 6(3) read with section 59(2)(c) of the Basic Conditions of Employment Act, 1997.

A.²
T.G.M. J.V.

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 Honourable Minister of Labour in terms of Section 32, from a date determined by the Minister.

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 Honourable Minister of Labour.

1.2.2 This agreement shall remain in force until 31 August 2021.

CHAPTER 4: REGULATIONS FOR CONTRACT OF EMPLOYMENT

Delete sub-clauses 4.7.1 to 4.7.4

Insert new sub-clauses which are as follows:

4.7A Application of section 198 of the Labour Relations Act 66/95 (LRA) 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

4
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T. G. M

(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 subsections 4.7.6(A) to 4.9.8(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 Act, an employee-

(a) performing a temporary service as contemplated in subsection (4.7.1(A) for the client is the employee of the temporary employment services in terms of section 4.7.2(A) of the LRA; 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 section 4.7.B, employed on an indefinite basis by the client.

4.9.4(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 subsection (4.7.3(A) (b) or because the employee exercised a right in terms of this Act, is a dismissal.

4.7.5(A) An employee deemed to be an employee of the client in terms of subsection

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(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 subsection (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 subsection (4.7.1(A) (c).

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 subsection (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 the LRA section 198 (1) before the commencement of the LRA Amendment Act, 2014, acquire the rights contemplated in subsections (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.

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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 subsection (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
- (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-

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(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 subsection (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 subsection (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 subsection (4.7.3) (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 subsection (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.

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4.7.10(B) (a) An employer who employs an employee in terms of a fixed term contract for a reason contemplated in subsection (4.7.4(B) (d) for a period exceeding 24 months must, subject to the terms of any applicable collective agreement, pay the employee on expiry of the contract one week's remuneration for each completed year of the contract calculated in accordance with section 35 of the Basic Conditions of Employment Act.

(b) An employee employed in terms of a fixed-term contract, as contemplated in paragraph (a), before the commencement of the Labour Relations Amendment Act, 2014, is entitled to the remuneration contemplated in paragraph (a) in respect of any period worked after the commencement of the said Act.

4.7.11(B) An employee is not entitled to payment in terms of subsection (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.

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

4.7.1(C) For the purpose of this section-

(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 -

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- (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 section 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) Subsection (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 sections 4.7A to 4.7C.-

4.7.1(D) Any dispute arising from the interpretation or application of sections 4.7A, 4.7B and 4.7C may be referred to the Commission or a bargaining council with jurisdiction for conciliation and, if not resolved, to arbitration.

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4.7.2(D) For the purposes of sections 4.7A (4.7.5(A), 4.7B (4.7.8(B) and 4.7C (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).

4.7.3(D) A party to a dispute contemplated in subsection (4.7.1), other than a dispute about a dismissal in terms of section 4.7(A) (4.7.4(A), may refer the dispute, in writing, to the Commission or to the bargaining council, within six months after the act or omission concerned.

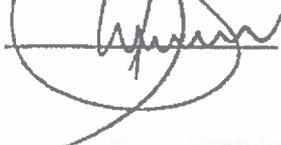
4.7.4(D) The party that refers a dispute must satisfy the Commission or the bargaining council that a copy of the referral has been served on every party to the dispute.

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

4.7.6(D) The Commission or the bargaining council may at any time, permit a party that shows good cause to, refer a dispute after the relevant time limit set out in subsection (4.7.3(D) or (4.7.5(D).

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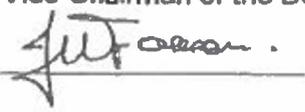
SIGNED AT Bedfordview..., for and on behalf of the parties, this day of 11 04 2019



Chairman of the BCCEI



Vice-Chairman of the BCCEI



General Secretary of the BCCEI

DEPARTMENT OF LABOUR

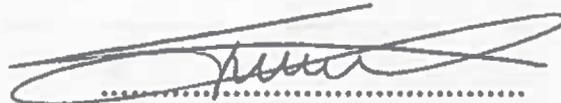
NO. R. 1073

16 AUGUST 2019

LABOUR RELATIONS ACT, 1995

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

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the Wage Task Grade 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 Task Grade Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after date of publication of this notice and for the period ending 31 August 2021.

.....
TW NXESI, MP

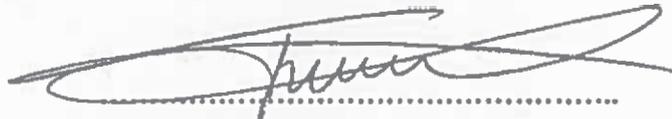
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 05/08/2019

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI
EPHATHELENE NEZOKWAKHA IMIGWAQO NAMABHULOHO: UKWELULWA
KWESIVUMELWANO ESICHIBIYELAYO SEMIHOLO KANYE NESIGABA SEMISEBENZI
YEZABASEBENZI, SELULELWA KULABO ABANGEYONA INGXYENYE
YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba-32(2) sifundwa nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini ephathelene nezokwakha imigwaqo Namabhuloho, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi keleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2021.



TW NXESI, MP

UNGGONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 08/2019

05

SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
WAGE AND TASK GRADE COLLECTIVE AGREEMENT**

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

Employers' Organisation

South African Forum of Civil Engineering Contractors (SAFCEC)

Consolidated Employers Organisation (CEO)

(Hereinafter referred to as the "employer" or the "employers' organisation") of the one party and the-

Trade Unions

National Union of Mineworkers (NUM)

Building, Construction and Allied Workers Union (BCAWU)

(Hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Bargaining Council for the Civil Engineering Industry), to amend the Agreement published under Government Notice No. R.951 of 14 September 2018.

APPLICATION AND INTERPRETATION OF AGREEMENT**1. Application of the agreement****1.1 This agreement binds:**

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

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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 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 BCCEI 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 agreement

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

ii. This Agreement shall remain in force until: 31 August 2021.

1.6 This agreement becomes binding on the employers and employees referred to in sub-clause 1.1 to 1.5 once it is extended to non-parties by the Honourable Minister of Labour.

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CHAPTER IV: APPENDICES TO AGREEMENT

Add new jobs to the Task Grade Wage Rates Table (Appendix B)

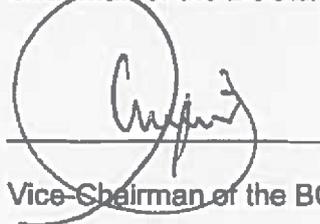
Insert new jobs which are as follows under the respective task grades:

APPENDIX B					
Task Grade Wage Rates					
Task Grade	Occupational Group	Job Title	Hourly Rate as per promulgation date up to 31 August 2019 adjusted by 7.5%	Hourly Rate from 01 September 2019 to 31 August 2020 adjusted by 7.5%	Hourly Rate from 1 September 2020 to 31 August 2021 adjusted by 7.5% or CPI whichever is the greater
2	Rail Construction	Perway Construction Hand	35,30	37,95	40,80
	Site Support	Materials Tester Assistant			
3	Tailings	Reclamation Attendant	36,29	39,01	41,94
		Mudguard			
4	Site Support	Wedge Welder	37,63	40,45	43,48
		Materials Tester			
5	Site Support	Extrusion Welder	42,58	45,77	49,21
6	Site Support	Senior Materials Tester (Field)	48,34	51,97	55,87
		Senior Materials Tester (Lab)			
	Supervisors	Team Leader	48,34	51,97	55,87

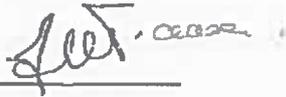
SIGNED AT JOHANNESBURG, for and on behalf of the parties, this day of 13/05/ 2019



Chairman of the BCCEI



Vice-Chairman of the BCCEI

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

General Secretary of the BCCEI

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