

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI)

SUBSTANTIVE COLLECTIVE AGREEMENT

between

SOUTH AFRICAN FORUM OF CIVIL ENGINEERING CONTRACTORS

(SAFCEC)

and

CONSOLIDATED EMPLOYERS' ORGANISATION

(CEO)

and

NATIONAL UNION OF MINE WORKERS

(NUM)

and

BUILDING CONSTRUCTION AND ALLIED WORKERS UNION

(BCAWU)

(Hereinafter referred to as "the Parties")



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TABLE OF CONTENTS

Contents

1. PREAMBLE	1
2. DEFINITIONS	1
3. SCOPE OF APPLICATION, EFFECT AND DURATION OF THIS AGREEMENT	3
4. EXTENSION OF THIS AGREEMENT	4
5. WAGE AND TASK GRADE COLLECTIVE AGREEMENT	4
6. CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT	5
7. REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT	8
8. DISPUTE RESOLUTION COLLECTIVE AGREEMENT	8
9. PEACE OBLIGATION	8
10. DISPUTE RESOLUTION	8
11. OTHER EXISTING CONTRACTUAL OBLIGATIONS TO BE MAINTAINED	8
12. VARIATIONS NOT EFFECTIVE UNLESS IN WRITING	9
13. ENTIRE AGREEMENT	9

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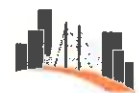
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1. PREAMBLE

SAFCEC, CEO, NUM and BCAWU ("the parties") have engaged in comprehensive industry negotiations regarding the proposals made by the parties. The parties record that they have reached agreement and wish to record the terms thereof below.

2. DEFINITIONS

2.1. In this Agreement, unless the context indicates a contrary intention –

- 2.1.1. the head notes are for reference purposes only and shall not affect the interpretation or any part thereof;
- 2.1.2. the singular includes the plural and vice versa;
- 2.1.3. a reference to one gender includes the other gender;
- 2.1.4. a reference to any statutory enactment shall be construed as reference to that enactment plus any amendments thereto;
- 2.1.5. unless otherwise stated, any number of days prescribed shall be determined by excluding the first day and including the last day or, where the last day falls on a day that is not a business day, then the next succeeding business day.

2.2. Unless otherwise stated, the following words shall bear their ordinary, plain language meaning –

- 2.2.1. "the/this Agreement" shall mean the Substantive Collective Agreement;
- 2.2.2. "ATB" means across-the-board;
- 2.2.3. "Bargaining Council" means the Bargaining Council for the Civil Engineering Industry;
- 2.2.4. "Bargaining Unit" shall mean the bargaining unit comprising those employees engaged in the industry in Task Grades 1- 9 inclusive;
- 2.2.5. "BCAWU" means Building Construction and Allied Workers' Union;

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- 2.2.6. **"CEO"** means the Consolidated Employers' Organisation
- 2.2.7. **"Family Responsibility Leave Cycle"** means the period of 36 consecutive months' employment with the same employer immediately following
- 2.2.7.1. An employee's commencement of employment; or
- 2.2.7.2. The completion of that employee's prior family responsibility leave cycle.
- 2.2.8. **"Industry"** means the Civil Engineering Industry;
- 2.2.9. **"LRA"** means the Labour Relations Act, 66 of 1995, as amended;
- 2.2.10. **"the Minister"** shall mean the Minister of Labour;
- 2.2.11. **"NUM"** means the National Union of Mineworkers;
- 2.2.12. **"the Parties"** means SAFCEC, CEO, NUM and BCAWU;
- 2.2.13. **"SAFCEC"** means the South African Forum of Civil Engineering Contractors;
- 2.2.14. **"Signature Date"** shall mean the date the last Party signs this Agreement;
- 2.2.15. **"Substantive Items"** shall mean the new wage rates, across the board increases and conditions as agreed upon in this Agreement;
- 2.2.16. **"the Unions"** shall mean BCAWU and NUM.

2.3. Any reference in this Agreement to –

- 2.3.1. **"office hours"** shall be as per the current agreement
- 2.3.2. **"days"** shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.3.3. **"laws"** means all constitutions; statutes; regulations; by-laws; codes; ordinances, or instructions by any Governmental Body; and the

common law, and "law" shall have a similar meaning.

- 2.4. The words **"include"** and **"including"** mean "include without limitation" and "including without limitation". The use of the words **"include"** and **"including"** followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in clause 2 herein or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

3. SCOPE OF APPLICATION, EFFECT AND DURATION OF THIS AGREEMENT

- 3.1. The Parties intend for this Agreement to amend the following BCCEI Collective Agreements: Conditions of Employment Collective Agreement, Wage and Task Collective Agreement, Dispute Collective Agreement and the Registration and Administration Expenses Collective Agreement. The aforementioned amended collective agreements must be published and extended by the Minister in accordance with the provisions of section 32 of the LRA whereupon it shall take effect upon date of promulgation in the Government Gazette.
- 3.2. This Agreement has been reached in terms of the negotiating framework of the Bargaining Council and subject to clause 3.1 will apply from date of promulgation until 31 August 2021.
- 3.3. The Parties agree to approach the Minister with a special request that the Collective Agreements be promulgated and extended on an expedited basis.


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4. EXTENSION OF THIS AGREEMENT

- 4.1. This Agreement constitutes a collective agreement for the purposes of the definition of a 'collective agreement' contained in Section 213 of the LRA.
- 4.2. This Agreement is legally binding and shall apply to –
- 4.2.1. all the Parties to this Agreement and their members;
 - 4.2.2. all employees who are not members of either BCAWU or NUM in the Bargaining Unit including employees who are members of Non-Party trade unions to the BCCEI;
 - 4.2.3. all such employees who become members of BCAWU or NUM after the signature date;
 - 4.2.4. any member of BCAWU or NUM who elect to resign from either union after the signature date;
 - 4.2.5. all non-unionised employees in the Bargaining Unit
 - 4.2.6. all Employers operating in the Industry.
- 4.3. Both Unions warrant that they have received a mandate from their members and are duly authorised to conclude this Agreement.
- 4.4. This Agreement is extended in accordance with the provisions of Section 23(1)(d)(iii) of the LRA.

5. WAGE AND TASK GRADE COLLECTIVE AGREEMENT

- 5.1. Minimum Rates for Task Grades 1 – 9 Applicable for The Duration of This Agreement:

TASK GRADE AND WAGE RATE TABLES			
	YEAR 1	YEAR 2	YEAR 3

Task Grades	Hourly rate Rand per Hour	Hourly rate Rand per Hour	Hourly rate Rand per Hour
	From the date determined by the Minister of Labour, up to 31 August 2019 (7.5%)	From 01 September 2019 to 31 August 2020 (7.5%)	From 01 September 2020 to 31 August 2021 (7.5% or CPI whichever is the greater)
1.	34.45	37.04	39.82
2.	35.26	37.90	40.75
3.	36.24	38.96	41.88
4.	37.59	40.41	43.44
5.	42.54	45.73	49.16
6.	48.29	51.91	55.80
7.	55.31	59.46	63.92
8.	62.01	66.66	71.66
9.	70.09	75.35	81.00

5.2. ACROSS THE BOARD INCREASES (ATB)

- 5.2.1. In Year 1, from the date as determined by the Minister of Labour, up to 31 August 2019, employees who earn above the published rate will receive an ATB of 7.5% on their current rate.
- 5.2.2. In Year 2, from 01 September 2019 to 31 August 2020, employees who earn above the published rate will receive an ATB of 7.5% on their current rate.
- 5.2.3. In Year 3, from 01 September 2020 to 31 August 2021, employees who earn above the published rate will receive an ATB of 7.5% or CPI whichever is the greater on their current rate. CPI as defined in the Wage and Task Grade Collective Agreement.

6. CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT

The Conditions of Employment Collective Agreement will be amended to reflect the following changes only:

6.1. Allowances

The below allowances currently provided for in the Conditions of Employment Collective Agreement will be adjusted as per the table below:

Sleep Out, Living Out, Cross Border and Night Shift Allowances			
	YEAR 1	YEAR 2	YEAR 3
	From the date determined by the Minister of Labour, up to 31 August 2019	From 01 September 2019 to 31 August 2020	From 01 September 2020 to 31 August 2021
Sleep Out	R100	R110	R120
Living Out	R720	R800	R900
Cross Border	6.00%	6.50%	7.00%
Night Shift	8.00%	8.50%	9.00%

6.2. Maternity leave

The percentage of basic wage payable by the employer to an employee taking maternity leave, as currently provided for in the Conditions of Employment Collective Agreement, will be adjust as follows:

- 6.2.1. From the date determined by the Minister of Labour, up to 31 August 2019 - 35%
- 6.2.2. from 1 September 2019 up to 31 August 2020 – 40%, and
- 6.2.3. from 1 September 2020 – 43%.
- 6.2.4. An employer shall assist an employee on early application of UIF

6.3. Transport

Clause 4.4 of Chapter 5 of the Conditions of Employment Collective Agreement will be amended to read as follows:

“4.4 Employer to provide transport to employees between the office of the employer where the employee was employed and the project during pay and/or long weekends where applicable.”

6.4. Family Responsibility Leave

Clause 4.2 and 4.6 of Chapter 2 of the Conditions of Employment Collective Agreement to be amended to read as follows:

"4.2 Subject to sub-clauses 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 months of employment.

4.2.1 An employee is entitled to take family responsibility leave at the request of the employee -

4.2.1.1 when the employee's child is born;

4.2.2.1 when the employee's child is sick; or

4.2.3.1 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"

4.6 An employee's unused entitlement to leave in terms of this clause lapses at the end of the family responsibility leave cycle in which it accrues".

6.5. Retirement Benefit Fund

The Construction Industry Retirement Benefit Fund - CIRBF- Collective Agreement expires on 28 February 2019 and Minister of Labour must be requested to extend the period of operation of this agreement to 31 August 2023.

6.6. Funeral Cover for Limited Duration Contract Employees

Clause 6.3 of Chapter 3 to be amended to read as follows:

"6.3 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:

6.3.1 Member and spouse R 15 000.00;

6.3.2 Children 14 years to 21 years: R 15 000.00

6.3.3 Children 6 years and older but younger than 14 years: R11 250

6.3.4 Children 1 year and older but younger than 6 years: R 7 500.00

6.3.5 Children younger than 1 year or stillborn: R 1 500.00"

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[Handwritten signature] W.B.J. T.G.M. P.L.

6.3.6 *As determined by the Council from time to time*

6.7. Paternity Leave

Any labour law amendment which might affect Paternity Leave shall be complied with by the Parties.

7. REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT

The Registration and Administration Expenses Collective Agreement expires on 28 February 2019 and Minister of Labour must be requested to extend the period of operation of this agreement to 31 August 2023.

8. DISPUTE RESOLUTION COLLECTIVE AGREEMENT

The Dispute Resolution Collective Agreement expires on 31 March 2020 and Minister of Labour must be requested to extend the period of operation of this agreement to 31 August 2023. It is noted that the rules of the DRC might have to be amended to comply with recent labour law amendments, however it is the BCCEI STANCO's duty to attend to the Rules.

9. PEACE OBLIGATION

As per current Collective Agreement.

10. DISPUTE RESOLUTION

Disputes about the interpretation or application or breach of this Agreement shall be dealt with in terms of the procedures set out in the Dispute Resolution Collective Agreement for the Industry.

11. OTHER EXISTING CONTRACTUAL OBLIGATIONS TO BE MAINTAINED

Save as specifically provided for in this Agreement, and for the duration provided herein, this Agreement does not vary or alter other contractual obligations or terms and conditions of employment between the Parties.

12. VARIATIONS NOT EFFECTIVE UNLESS IN WRITING

No variation, modification or waiver of any provision of this Agreement, or consent to any departure therefrom, shall be of any force or effect unless confirmed in writing and signed by the Parties and then such variation, modification, waiver or consent shall be effective in the specific instance and for the purpose and to the extent for which it was made or given.

13. ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties about the subject matter hereof, including but not limited to all demands and requests made by NUM and BCAWU in relation to the Substantive Items contained in this Agreement. No agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.

SIGNED AND DATED AT BCCEI OFFICES AT BRUMA ON THIS THE 18TH DAY OF JUNE 2018

Signed for SAFCEC (Name and Capacity):

(Chief Nes.)
Thompson T. G. Mvumbi
[Signature]
[Signature]

Address (Physical & Postal):

12 Skeen Boulevard
Bedfordview
2009

Signed for CEO (Name and Capacity):

Johnny Preiss
CEO National Collective Bargaining Coordinator
[Signature]
Sandra Skinner
s i e T J P k

Tm

WRJ

s i e T J



Pk

Address (Physical & Postal):

gas.
Unit 18, Cambridge Office Park
5 Bamburgh Street, Hillside
Teaharo Park, Centurion
1057

Signed for NUM (Name and Capacity):


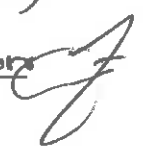
(NUM NEC)

~~to Bridge~~




Address (Physical & Postal):

7 Rissick Street
Johannesburg
2000

Signed for BCAWU (Name and Capacity):

(PRESIDENT) STRIKE 
official
Goodenough Hlongwa
NOC JOSEPH Samson 

Address (Physical & Postal):


BM