

5 April 2022

## Industry Circular

### **To: All Employers and Employees within the Civil Engineering Industry**

It should be noted that the **2021/2024 Conditions of Employment and Wage & Task Grade Collective Agreements** highlighted the following items:

#### 1. ALLOWANCES

Adjustments to allowances have been limited to only those contained in the table below with the addition of an Acting Allowance:

<b>Sleep Out, Living Out, Cross Border and Night Shift Allowances</b>			
<b>Allowance</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
	<b>From the date determined by the Minister of Labour, up to 31 August 2022</b>	<b>From 01 September 2022 to 31 August 2023</b>	<b>From 01 September 2023 to 31 August 2024</b>
<b>Sleep Out</b>	R180	R180 + CPI	Year 2 amount + CPI
<b>Living Out</b>	R1000	R1100	R1200
<b>Cross Border</b>	7.00%	7.00%	7.00%
<b>Night Shift</b>	9.00%	9.00%	9.00%
<b>Acting Allowance</b>	5% of current basic rate	5% of current basic rate	5% of current basic rate

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## **2. MATERNITY LEAVE**

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 four months.

This is the only amendment to the current maternity leave clause; hence the remaining conditions and limitations are status quo.

## **3. FAMILY RESPONSIBILITY LEAVE**

Chapter 2, Clause 3.4 of the Conditions of Employment Collective Agreement shall be amended to include the spouse (in accordance with Clause 2.2.18) of an employee as sub clause (c). Furthermore, the existing clause to now be amended and labelled (d) as follows:

*“3.4.2” An employee is entitled to take family responsibility leave at the request of the employee –*

*c) when the employee’s child or spouse is sick; or*

*d) 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. YEAR-END BONUS**

To be read in conjunction with Clause 6.7 of the Conditions of Employment Collective Agreement.

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

4.1 20 working days’ pay

4.2 Where existing agreements provide for bonuses in excess of that provided for in sub-clause 4.1 above, such existing agreements shall prevail.

4.3 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 three months, but for less than one full year, shall be entitled to a pro-rata bonus payment.

4.4 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.

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

- 4.6 Year-end (annual) bonus will not accrue to an employee for any unauthorised absence.
- 4.7 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:
- 5 days x 9 hours = 45 hours
  - bonus: (235 working days x 9 hours) = 2115 total hours
  - bonus accrual factor: 180 hours / 2155 total hours = 0.085 (bonus accrual per hour worked)
  - 45 hours (see clause 6.7.7(a)) x 0.085 (accrual factor) = 3.825 hours
  - task grade 1: R39.81 x 3.825 hours = R152.27 (bonus reduction amount)

## 5. WAGE AND TASK GRADE COLLECTIVE AGREEMENT

- 5.1 In accordance with Chapter 4 of the Wage & Task Grade Collective Agreement, below are the published rates for Task Grades 1 – 9, which shall be applicable for the duration of this agreement:

The average months for CPI shall be as per definition.

<b>TASK GRADE AND WAGE RATE TABLES</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Task Grades</b>	<b>Hourly rate Rand per Hour</b> <b>From the date determined by the Minister of Labour, up to 31 August 2022 (4.8%)</b>	<b>Hourly rate Rand per Hour</b> <b>From 01 September 2022 to 31 August 2023</b>	<b>Hourly rate Rand per Hour</b> <b>From 01 September 2023 to 31 August 2024</b>
1.	<b>41.72</b>	<b>CPI + 0.75%</b>	<b>CPI + 0.75%</b>
2.	<b>42.70</b>		
3.	<b>43.89</b>		
4.	<b>45.53</b>		
5.	<b>51.56</b>		
6.	<b>58.56</b>		
7.	<b>67.06</b>		
8.	<b>75.19</b>		
9.	<b>84.98</b>		

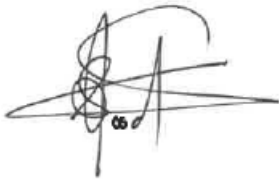
## 5.2 Across the board increases (ATB)

5.2.1 In Year 1, from the date as determined by the Minister of Labour, up to 31 August 2022, employees who earn above the published rate will receive an ATB of 4.8% on their current rate.

5.2.2 In Year 2, from 01 September 2022 to 31 August 2023, employees who earn above the published rate will receive an ATB of CPI + 0.75% on their current rate

5.2.3 In Year 3, from 01 September 2023 to 31 August 2024, employees who earn above the published rate will receive an ATB of CPI + 0.75% on their current rate.

Thank You



**Kevin Moodley**

**Acting General Secretary**

