
GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 584

22 May 2009

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 01 June 2009 and for the period ending 28 February 2011.

M M S MDLADLANA
MINISTER OF LABOUR

No. R. 584

22 Mei 2009

WET OP ARBEIDSVERHOUDINGE, 1995

PADVAGNYWERHEID: UITBREIDING VAN WYSIGING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Engelse Bylae hierby verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 01 Junie 2009 en vir die tydperk wat op 28 Februarie 2011 eindig.

M M S MDLADLANA
MINISTER VAN ARBEID

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

AMENDMENT OF THE MAIN COLLECTIVE AGREEMENT

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

Road Freight Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), on the
one part, and the

Motor Transport Workers' Union (South Africa)

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers' Union

and

Transport and Allied Workers' Union of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), on the other part, being the parties to the National Bargaining Council for the Road Freight Industry to amend the Agreement published under Government Notices R.493 and R.494 of 30 April 2004 as extended, amended and renewed by Government Notices R.769 of 25 June 2004, R.173 of 25 February 2005, R.496 and R. 497 of 27 May 2005, R.719 of 22 July 2005, R. 467 of 19 May 2006, R.715 of 28 July 2006, R. 154 of 23 February 2007, R.559 and R.560 of 6 July 2007, R.869 of 21 September 2007 and R.151 of 20 February 2009.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Road Freight Industry:-

- (a) by all the employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
 - (b) In the A Area, which consists of the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. R. 498 and R. 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R.1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. R. 1105 and R. 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpark 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; and
 - (c) In the B Area, which consists of the rest of the Republic of South Africa, excluding the Magisterial Districts specified in paragraph (b) except where otherwise indicated.
- (2) Notwithstanding the provisions of sub-clause (1), this Agreement shall apply only to employees for whom minimum wages are prescribed herein and to the employers of such employees.
 - (3) Notwithstanding the provisions of sub-clause (2), this Agreement shall not apply to an owner-driver, as defined, who possesses only one motor vehicle and who is the permanent driver of such vehicle, or to the employees employed by him, except insofar as clauses 3 and 5(4) are applicable.
 - (4) The provisions of clauses 1(1) (a) and 1A of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade unions, respectively, who entered into this Agreement.

1A. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2011.

2. CLAUSE 2: DEFINITIONS

- (1) Insert the following new definition of "HAZCHEM Employees":
"HAZCHEM employees shall mean a driver who is qualified as a Dangerous Goods Driver and holds an appropriate DGP and the driver's assistant who accompanies the driver and who are both employed specifically to transport dangerous goods of a company which is registered accordingly to operate as a transporter of dangerous goods."
- (2) "Dangerous Goods Driver" means a driver who has qualified as a dangerous goods driver and holds the appropriate PDP and hazardous goods certificate and who has been specifically employed to transport goods by a company who is registered accordingly to operate as a transporter of dangerous goods."

3. CLAUSE 5: HOURS OF WORK

- (1) Insert the following sub clause (6) (a) (iv):
"(iv) an employee employed in the CIT sector must consent in writing."
- (2) Substitute the following for sub-clause (9):
"(9) Dangerous Goods Driver Limitation of Hours Levy
 - (a) This clause shall be applicable to Dangerous Goods Drivers as defined.
 - (b) In the event that an employer's client restricts a driver's maximum daily hours from 15 (fifteen) to 12 (twelve) hours or less per shift, a driver shall be paid his ordinary hours of work plus overtime in terms of the provisions of the Council's Main Agreement and shall be deemed to have worked a full shift as described in the definition of "hours of work". In addition the driver shall be paid the following limitation of hours levy per shift in lieu of the daily hours lost to the restriction:

(i)	12 Hours or less	: R70.00
(ii)	13 Hours or less	: R45-00
(iii)	14 Hours or less	: R25-00

 These amounts will increase as per the across the board increase as at 1 March 2010.
 The amounts referred to in sub-clause (9) (b) (i) – (iii) above shall be payable by the employer provided that:
 - (i) The hours of work are restricted by the employer's client."

4. CLAUSE 7: WAGES

- (1) Substitute the following sub clause 7(1):
"(1) For the period until 28 February 2010, the minimum rate at which wages in respect of ordinary working hours shall be paid by an employer to each member of the under mentioned grades of his employees, shall be as follows:
 "(a) *Weekly Wages:*
General Freight and Logistics:

Category Code	Class	Grade	Patter-son grade	New Minimum Wage	Across the board Increase p.w.
1 42 3 27	General worker..... General worker, repair shop..... Packer/loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R642.87	11%
5 6 2 22 24 46	Motorcycle/motor tricycle driver..... Light motor vehicle driver..... Checker, grade I..... Loader operator, grade II..... Mobile hoist operator, grade II..... Packer/loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R711.48	11%
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium motor vehicle driver (rigid)..... Artisan assistant..... Gantry crane operator, grade I..... Mobile hoist operator, grade I..... Checker, grade II..... Loader operator, grade I..... Gantry crane operator, grade II..... Storeman (workshop)..... Team leader.....	3.	B2 B2 B2 B1 B2 B2 B1 B2 B2 B2	R876.91	11%
50	Vehicle Guard.....	3.	B2	R1153.94	11%
10 11 12 13 18	Heavy motor vehicle driver (articulated)..... Heavy motor vehicle driver (rigid). Extra-heavy motor vehicle driver (articulated)..... Extra-heavy motor vehicle driver (rigid)..... Dispatch clerk.....	4.	B3 B3 B3 B3 B3	R985.53	11%
14 45 49	Ultra-heavy motor vehicle driver.... Semi-skilled artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R1131.85	11%
51	Custodian.....	5.	B4	R1615.51	11%
41 40 39	Security officer, III..... Security officer, II..... Security officer, I.....	6.	B3 B3 B4	R1153.94 R1384.72 R1384.72	11% 11% 11%

(2) Substitute the following for sub clause 7 (1) (b):

“(b) Across the board increase: Employees who were in the employ of an employer prior to the publication of these amendments shall be awarded a wage increase of 11% on actual wage. The implementation date for employees employed in the CIT sector shall be 1 April 2009 for employers who are members of the employers’ organisation and their employees and for non-parties on the date of coming into operation of this Agreement.”

(3) Substitute the following for sub clause 7 (1) (c):

“(c) For the period 1 March 2010 to 28 February 2011 the minimum weekly rate at which wages in respect of ordinary working hours shall be paid by an employer to his employees who are engaged in the under mentioned grades, shall be as follows:

Category Code	Class	Grade	Patter-son Grade	New Minimum Wage	Across the board Increase p.w.
1 42 3 27	General worker..... General worker, repair shop..... Packer/loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R692.37	9.5%
5 6 2 22 24 46	Motorcycle/motor tricycle driver..... Light motor vehicle driver..... Checker, grade I..... Loader operator, grade II..... Mobile hoist operator, grade II..... Packer/loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R782.63	9.5%
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium motor vehicle driver (rigid)..... Artisan assistant..... Gantry crane operator, grade I..... Mobile hoist operator, grade I..... Checker, grade II..... Loader operator, grade I..... Gantry crane operator, grade II..... Storeman (workshop)..... Team leader.....	3.	B2 B2 B2 B1 B2 B2 B1 B2 B2	R964.60	9.5%
50	Vehicle Guard.....	3.	B2	MIN & ATB to be paid at a total cost of average CPI+2% year on year Dec 2009 capped at minimum of 6% and maximum 10%, after which point only the MIN & ATB wages will be renegotiated for the relevant Period	MIN & ATB to be paid at a total cost of average CPI+2% year on year Dec 2009 capped at minimum of 6% and maximum 10%, after which point only the MIN & ATB wages will be renegotiated for the relevant period
10	Heavy motor vehicle driver (articulated).....	4.	B3		

11 12 13 18	Heavy motor vehicle driver (rigid). Extra-heavy motor vehicle driver (articulated)..... Extra-heavy motor vehicle driver (rigid)..... Dispatch clerk.....		B3 B3 B3 B3	R1074.23	9.5%
14 45 49	Ultra-heavy motor vehicle driver.... Semi-skilled artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R1233.72	9.5%
51	Custodian.....	5.	B4	MIN & ATB to be paid at a total cost of average CPI+2% year on year Dec 2009 capped at minimum of 6% and maximum 10%, after which point only the MIN & ATB wages will be renegotiated for the relevant period	MIN & ATB to be paid at a total cost of average CPI+2% year on year Dec 2009 capped at minimum of 6% and maximum 10%, after which point only the MIN & ATB wages will be renegotiated for the relevant period
41 40 39	Security officer, III..... Security officer, II..... Security officer, I.....	6.	B3 B3 B4	MIN & ATB to be paid at a total cost of average CPI+2% year on year Dec 2009 capped at minimum of 6% and maximum 10%, after which point only the MIN & ATB wages will be renegotiated for the relevant period	MIN & ATB to be paid at a total cost of average CPI+2% year on year Dec 2009 capped at minimum of 6% and maximum 10%, after which point only the MIN & ATB wages will be renegotiated for the relevant period

(4) Insert the following sub clauses 7 (1) (d), (e) and (f):

“(d) The weekly minimum wages of grade 3 (Vehicle Guard), 4 and 5 employees will further be increased on the dates indicated in the under mentioned table:”

Category Code	Class	Grade	Patter- son Grade	New Minimum Wage as from	New Minimum Wage as from
50	Vehicle guard	3.	B2	01/01/2010 R1384.72	28/02/2011 MIN & ATB to be paid at a total cost of average CPI+2% year on year Dec 2009 capped at minimum of 6% and maximum 10%, after which point only the MIN & ATB wages will be renegotiated for the relevant period

10	Heavy motor vehicle driver (articulated).....	4.	B3	31/12/2010	28/02/2011
11	Heavy motor vehicle driver (rigid)..		B3		
12	Extra-heavy motor vehicle driver (articulated).....		B3	R1106.46	R1139.65
13	Extra-heavy motor vehicle driver (rigid).....		B3		
18	Dispatch clerk.....		B3		
14	Ultra-heavy motor vehicle driver...	5.	B4	31/12/2010	28/02/2011
45	Semi-skilled artisan.....		B4		
49	Storeman (warehouse).....		B4	R1270.73	R1308.85

- (e) Grade 4 and 5 employees shall be awarded a 3% across the board increase on 31/12/2010 and a further across the board increase of 3% on 28/02/2011. The increases for grade 4 and 5 wages that will be negotiated for the period immediately following 28/02/2011, will be off-set against the 3% paid on 28/02/2011.
- (f) Furniture Removal: The RFEA may apply for an exemption on behalf of this sector in this regard, which application will not unreasonably be opposed by the Unions. The definition of furniture removal on the main collective agreement shall be strictly applied."

5. CLAUSE 8: OVERTIME WORK

- (1) Insert the following sub clause (1) (iv):
 "(iv) overtime of employees employed in the CIT sector shall be calculated on weekly overtime worked with due regard to daily and weekly overtime entitlements set out in sub clause (9) hereof."
- (2) Insert the following sub clause (3) (iii):
 "(iii) overtime of employees employed in the CIT sector shall only be set off against shortage of ordinary hours of work by written consent of the individual employee except in instances of unauthorised absence provided for in sub clauses 8 (3) and 8 (4) hereof."

6. CLAUSE 16: SUBSISTENCE ALLOWANCE

- (1) Substitute the following for the heading:
 "16. SUBSISTENCE AND CROSS BORDER ALLOWANCE".
- (2) Substitute the following for sub clauses (a), (b) and (c):
 "(a) R20.57 to the end of February 2010 for each period of absence within the borders of the Republic of South Africa and R22.54 to the end of February 2011;
 (b) R28.82 to the end of February 2010 if such period of absence is outside the borders of the Republic of South Africa and R31.56 to the end of February 2011;

- (c) R17.84 to the end of February 2010 for each of the three daily meal intervals due in terms of sub clause (2) during such absence and R19.53 to the end of February 2011."

7. CLAUSE 17: NIGHT WORK

- (1) Substitute the following sub clause 1 (a):
"(a) the employee is compensated by the payment of an allowance of R5.55 for any amount of time beyond one hour of night work and R1.11 for every hour thereafter or by the reduction of working hours. The amounts mentioned above will be increased to R6.08 and R1.22 respectively as from 1 March 2010.

8. CLAUSE 23: SICK LEAVE

- (1) Repeal clause 23 Sick Leave in its entirety.

9. CLAUSE 26: MATERNITY LEAVE

- (1) Substitute the following for sub clauses 26 (1) and (2):
 - "(1) An employee is entitled to at least four consecutive months' maternity leave subject to the following conditions:
 - (a) During the period of maternity leave the employee shall be entitled to 33 per cent of her normal basic wage and this amount shall be paid by the employer weekly on the usual pay day: Provided that the employee shall have completed at least 6 months or more unbroken service with the employer as a class of employee specified in clause 7 (1);
 - (b) an employee may commence maternity leave:
 - (i) At any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (ii) 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.
 - (c) 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.
 - (d) 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.
 - (e) 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 –
 - (i) Commence maternity leave; and
 - (ii) Return to work after maternity leave.
 - (f) Notification in terms of sub clause (e) must be given –
 - (i) At least four weeks before the employee intends to commence maternity leave; or

- (ii) If it is not reasonably practicable to do so, as soon as is reasonably practicable."

10. CLAUSE 58: DANGER ALLOWANCE

- (1) Insert the following new clause 58 (1):
"58 (1) A danger allowance shall be paid to HAZCHEM employees, as defined, as from 1 March 2010. The allowance shall be 0.5% based on determined minimum wages for HAZCHEM employees calculated on either the weekly minimum wage in respect of weekly paid employees or on the monthly minimum wage in respect of monthly paid employees."

11. CLAUSE 59: DAY OFF IN THE CIT SECTOR

- (1) Insert the following new clause 59:
- "(1) Employees employed in the CIT sector who are not absent for any reason whatsoever and have full attendance during allocated ordinary hours of work during a calendar month will qualify for a paid day off the following month on a working day agreed between an employee and his employer. Overtime still continue to commence after an employee has worked 45 normal working hours.
- (2) If an employee has to work on the day off as agreed in sub clause (1) the employer may:
- (a) give the employee an additional day off the following month.
- (b) pay the employee for that day at the ordinary hourly rate."

Signed at Johannesburg for and on behalf of the parties to the Council on this 21st day of April 2009.

T.C. SHORT
Chairperson of the
Council

J.J. DUBE
Vice-Chairperson
of the Council

J. LETSWALO
Secretary of the
Council