

DEPARTMENT OF LABOUR**No. R. 476****4 June 2010****LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE 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 from14 June 2010..... and for the period ending 28 February 2011.

MMS MDLADLANA
MINISTER OF LABOUR

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 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, R.151 of 20 February 2009, R.584 and R.585 of 22 May 2009 and R.817 of 7 August 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, Leeuwpan 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 7: WAGES

- (1) Substitute sub-clause 4(e) with the following:

"Grade 4 and 5 employees shall be awarded a 3% minimum increase on 31/12/2010 and a further minimum increase of 3% on 28/02/2011."

3. CLAUSE 57: WELLNESS FUND

- (1) Delete sub-clause 3(a) in its entirety and substitute with the following:

"(a) An amount equivalent to 0.5 (half) percent per week of an employee's normal basic weekly wage shall be deducted by an employer from the wage of every employee, including a part-time employee, a relief employee and a temporary employee of a temporary employment service, in his or its employ who works one or more days in a week.

To the amount so deducted the employer shall add 1 (one) percent of basic wage bill and pay the total by not later than the 20th day of each month following that to which it relates, at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg."

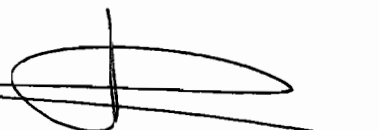
Signed at Johannesburg for and on behalf of the parties to the Council on this 25 day of February 2010.



J.J. DUBE
Chairperson of the
Council



T.C. SHORT
Vice-Chairperson
of the Council



J. LETSWALO
Secretary of the
Council
