

No. R. 433

20 May 2011

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS INDUSTRY: EXTENSION OF PERIOD OF OPERATION OF
THE MAIN COLLECTIVE AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notices Nos. R. 493 and R. 494 of 30 April 2004, R. 641 of 28 May 2004, 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, R. 151 of 20 February 2009, R. 584 and R. 585 of 22 May 2009, R. 817 of 7 August 2009, R. 476 of 4 June 2010 and R. 99 of 18 February 2011 by a further period ending 28 February 2013.

MN OLIPHANT**MINISTER OF LABOUR**

SCHEDULE
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS 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 and Allied 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 and Logistics 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. 641 of 28 May 2004, 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, R.151 of 20 February 2009, R.584 and R.585 of 22 May 2009, R.817 of 7 August 2009, R.476 of 4 June 2010 and R.99 of 18 February 2011.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Road Freight and Logistics 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 to:
- (a) employees for whom minimum wages are prescribed herein and to the employers of such employees; and
 - (b) other categories of employees, for whom minimum wages are not prescribed but qualify for the across the board increases as per clause 7. Trade union subscriptions prescribed in clause 31 and expenses of the Council prescribed in clause 32 shall be applicable to employees referred to in this sub-clause.
 - (c) employees for whom minimum wages are not prescribed and do not qualify for the across the board increases as per clause 7 insofar as trade union subscriptions prescribed in clause 31 are concerned.

- (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 2013.

2. CLAUSE 7: WAGES

- (1) Substitute the following sub-clause 7(1):

“(1) For the period until 29 February 2012, the minimum rate at which wages in respect of ordinary 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, Sugar Cane Sector, In-Field
Operations and Furniture Removal:

1 Cate- gory Code	2 Class	3 Grade	4 Patter- son Grade	5 New Minimum Wage per week	6 Across the board Increase
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	R747.76	9%
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	R845.24	9%
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	R1041.77	9%
50	Vehicle Guard.....	3.	B2	R1646.70	9%
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	R1193.90	9% (subject to clause 1(2) below)
14 45 49	Ultra-heavy motor vehicle driver..... Semi-skilled artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R1384.73	9% (subject to clause 1(2) below)
51	Custodian.....	5.	B4	R1921.15	9%
41 40 39	Security officer, III..... Security officer, II..... Security officer, I.....	6.	B3 B3 B4	R1372.25 R1646.70 R1646.70	9%

(2) In respect of grades 4 and 5 employees who received up to 3% increase as a result of minimum wages as of 28 February 2011, an offset to the maximum of 2% on the ATB shall apply.

(3) 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 9% on actual wage.”

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

“(c) For the period 1 March 2012 to 28 February 2013 the minimum weekly rate of 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:

1 Category Code	2 Class	3 Grade	4 Patter- son Grade	5 New Minimum Wage per week	6 Across the board Increase
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	R807.58	8.5%
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	R912.86	8.5%
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	R1125.11	8.5%
50	Vehicle Guard.....	3.	B2	R1786.67	8.5%
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	R1289.41	8.5%
14 45 49	Ultra-heavy motor vehicle driver..... Semi-skilled artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R1495.50	8.5%
51	Custodian.....	5.	B4	R2084.15	8.5%
41 40 39	Security officer, III..... Security officer, II..... Security officer, I.....	6.	B3 B3 B4	R1488.99 R1786.67 R1786.67	8.5%

(5) Substitute the following for sub-clause 7(1)(d):

“(d) Across the board increase for employees in other categories.

For the period ending 29 February 2012 and 28 February 2013 respectively, the following increases will be applicable to employees whose minimum wages are not prescribed but fall within the definition of the bargaining unit in terms of clause 49 of the Collective Agreement.

(i) General Freight and Logistics, Sugar Cane Sector, In-Field Operations and Furniture Removal Operations:

Bands	Period ending 29/02/2012	Period ending 28/02/2013
(i) Employees earning less than R6000.00 pm	100% of 7%	100% of 7%
(ii) Employees earning between R6001.00 and R8000.00 pm	87.5% of 7%	87.5% of 7%
(iii) Employees earning between R8001.00 and R10000.00 pm	80% of 7%	80% of 7%

(ii) Cash-in-Transit:

Bands	Period ending 29/02/2012	Period ending 28/02/2013
Other categories (Box Room Marshall, Radio Controller, Tactical Support Officer, Team Leader and Counting House [Tellers])	7%	7%

- (iii) The increases in (i) and (ii) above are to be off-set against any company paid increases over the last 12 months. The off-set is only in respect of the first year of this Collective Agreement. In the event that an employee in the extended bargaining unit received an increase greater than reflected in (i) and (ii) above, the employer will not be entitled to recover such difference from such employee.

- (iv) The increases in (i) and (ii) above shall only be effective for the duration of this Collective Agreement and no other provisions of the Collective Agreement shall apply to the other categories of employees except for the provisions of clauses 31 and 32 of the Collective Agreement.”
- (6) Remove the existing sub-clauses 7(1)(e) and 7(1)(f) in its entirety.

3. CLAUSE 19: LEAVE PAY FUND

- (1) Substitute the following for sub-clause 19(1)(a):
- “The Leave Pay Fund established under Government Notice No. R.41 of 15 January 1971 is hereby continued. Every employer shall pay as contributions to the Leave Pay Fund by not later than the 20th day of each month, in respect of every employee employed by him during the preceding month, calculated as follows:
- (aa) employees with less than 5 years continuous service 25% of the normal basic weekly wage earned;
 - (bb) employees with 5 years completed service but less than 10 years continuous service 28.34% of the normal basic weekly wage; and
 - (cc) employees with 10 years and longer completed service 33.3% of the normal basic wage.”
- (2) Insert a new sub-clause 19(1)(ab):
- “19(1)(ab) An employee will qualify for leave in accordance with his/her years of service with an individual company in the following manner with effect from the date of promulgation of this Agreement:

- (i) Less than 5 years completed continuous service 21 consecutive days; or
 - (ii) 5 years completed continuous service, but less than 10 years 23 consecutive days; or
 - (iii) 10 years and longer completed continuous service 26 consecutive days."
- (3) Insert the following new sub-clause 19(1)(ac), (ad) and (ae)
 - "19(1)(ac) For the purposes of sub-clause 19(1)(ab)(i) to (iii) above an employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle.
 - 19(1)(ad) An employer must grant an employee an additional day off paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked.
 - 19(1)(ae) The calculation and payment of annual leave will no longer be linked to 252 shifts."

4. CLAUSE 21: HOLIDAY PAY BONUS FUND

- (1) Substitute the following for sub-clause 19(1)(a):
 - "19(1)(a) The Holiday Pay Bonus Fund established under Government Notice No. R.41 of 15 January 1971 is hereby continued. A guaranteed 13th cheque will be paid to employees during December every year at 4.33 weeks of annual basic earnings

prorated in the first year of service. The calculation and payment of holiday pay bonus will no longer be linked to 252 shifts."

- (2) Delete sub-clause 21(12) in its entirety.

5. CLAUSE 29: SEVERANCE PAY

- (1) Substitute the following for sub-clause 29(1):

"(1) Severance Pay shall be regulated in terms of section 189 of the Act and Section 41 of the Basic Conditions of Employment Act, 75 of 1997."

6. CLAUSE 32: EXPENSES OF THE COUNCIL

- (1) Delete sub-clause 32(1)(a) and insert the following new sub-clause:

"(a)(i) Employees for whom minimum wages are prescribed an amount equivalent to 0.4 per cent 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 a like amount 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 Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.

- (ii) Other employees in the bargaining unit for whom minimum wages are not prescribed, but who qualify for the across the board increases as per clause 7, an amount equivalent to

0.075 per cent 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 a like amount 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 Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.

7. CLAUSE 49: BARGAINING UNIT

- (1) Delete clause 49 in its entirety and insert the following new clause:

“Clause 49: Bargaining Unit

- (1) The bargaining unit means all employees employed in operations, warehousing, fleet maintenance and administration, but excluding management that may take decisions to recruit or discipline employees, however including supervisors and controllers regardless of whether or not they may make decisions to recruit or discipline.
- (2) In order to confirm current specified job categories and identify other job categories within the defined bargaining unit, a Council task team will be appointed to -
- (i) ensure that short descriptions of each category exists; and
 - (ii) ensure that job grading and classification of identified jobs in terms of the Patterson grading is done; and

- (iii) determine the existing minimum wage ranges of the identified jobs in the Industry in terms of current wages / salaries; and
- (iv) ensure that a service provider is appointed to perform the services envisaged in sub-clauses (i) to (iii) above.
- (v) oversee, in co-operation with the Council, the collection of information required to verify representativeness of parties to the Council in the defined bargaining unit by the Department of Labour in terms of Section 49 of the Act.
- (vi) Employers in the Industry are obliged to submit information in respect of (v) above, on a monthly basis in respect of all employees who falls within the definition of the Bargaining Unit in terms of clause 49 (1). The information is to be submitted on the prescribed monthly return, published by Council from time to time.

8. CLAUSE 57 : WELLNESS FUND

- (1) Insert the following new sub-clause (16):

“(16) The Wellness Fund is hereby extended to include a basic medical insurance for a period of 2 years at no extra cost to employers and employees.”

Signed at Johannesburg for and on behalf of the parties to the Council on this 4th
day of April 2011.

T.C. SHORT
Chairperson of the
Council

M. GWEDASHE
Vice-Chairperson
of the Council

J. LETSWALO
Secretary of the
Council