

No. R. 1102

28 December 2012

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS INDUSTRY: EXTENSION TO NON-PARTIES OF THE MAIN
COLLECTIVE AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, 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 and Logistics 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 **8 January 2013** and for the period ending 29 February 2016.

MN OLIPHANT**MINISTER OF LABOUR**

Schedule

National Bargaining Council for the Road Freight & Logistics Industry

Amendment to 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 (RFEA)

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

South African Transport and Allied Workers Union (SATAWU)

Motor Transport Workers Union (MTWU)

Transport and Allied Workers Union of South Africa (TAWU)

Professional Transport and Allied Workers Union of South Africa (PTAWU)

(Acting jointly in terms of Clause 6.14 of the NBCRFLI Constitution)

(referred to in this Agreement 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 Notice No. R4 of 6 January 2012, as amended by Government Notice R.884 of 02 November 2012.

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 Republic of South Africa.

1.A. Period of Operation of the Agreement

This Agreement shall come into operation on 1 March 2013 or any other date as determined by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995, and shall remain in force until 29 February 2016.

2. Clause 23 : Maternity Leave

1. Substitute the following for sub-clause 23. (9) (a):

“(a) returns to work within six months of the commencement of maternity leave; or”

3. Clause 37 : Deductions for Loss or Damage

1. Substitute the existing clause 37 with the following:

“(1) Subject to sub-clause (2) below and except where otherwise provided in this Agreement, employees may not agree to any deductions from their wages in respect of loss or damage suffered by their employer, unless –

- (a) the loss or damage occurred in the course of employment and was due to the fault of the employee;
- (b) the deduction amounts to less than R1 000,00; and
- (c) the agreement to the deductions is reduced to writing and the employee signs the document in the presence of a fellow employee of the employee's choice.

- (2) If an employee does not agree to a deduction, or in the case of any deduction exceeding R1 000,00, the employer may only make the deduction if the employer has found the employee liable for such loss or damage after a fair inquiry at which a fair procedure was followed and the employee has been given a reasonable opportunity to show why the deduction should not be made.

- (3) The total amount of any deductions for loss or damage –
- (a) may not exceed the actual amount of the loss or damage and no deduction may be made if it would result in any employer being reimbursed twice for the same loss or damage;
 - (b) may not exceed one quarter (25%) of the employee's monetary remuneration.
- (4) In any period of 52 weeks, deductions for loss or damage may not exceed 20% of the annual wage of an employee.
- (5) The employer shall not be entitled to make any deductions for loss or damage regardless of the amount if the cost for such loss or damage is or may be recovered from an insurance company, in-house insurance or third party insurance: provided that the employer is still entitled to make deductions pertaining to such portion of the cost not recoverable from such insurance company or third party, whether or not an insurance claim is made.
- (6) In the event that the loss or damage including any related excess amount is not fully recoverable from the insurance company or third party the employer is entitled to deduct the difference in accordance with the provision of clause 37. In such instance the employer must disclose to the employee and the employee's representative the amount recovered or recoverable from the insurance company or third party prior to conclusion of the relevant agreement or inquiry."

4. Clause 60 : HAZCHEM Employees

1. Substitute the following for sub-clause 60. (1):

"(1) A danger allowance must be paid to employees who qualify for the HAZCHEM allowance. The allowance shall be 1,5% 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.”

5. Schedule 4 : Wellness Fund

1. Substitute the following for sub-item 2. (1) (a):

“(a) an amount equivalent to 1% per week of an employee’s normal basic weekly wage must be deducted by an employer from the wage of every employee who works for the employer on one or more days in a week, including part-time employees, relief employees and temporary employees of a temporary employment service;”

6. Schedule 5 : Remuneration and Other Monetary Benefits

1. Substitute the following for item 1. (a):

“(1) For the period until 28 February 2014, the minimum rate at which wages in respect of ordinary hours of work 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, Furniture Removal and CIT:

**TABLE ONE: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:
For the period ending 28 February 2014**

1 Category Code	2 Class	3 Grade	4 Patterson 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	R864,11	10%
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	R976,76	10%

7	Medium motor vehicle driver (articulated).....	3.	B2	R1 203,87	10%
8	Medium motor vehicle driver (rigid).....		B2		
44	Artisan assistant.....		B2		
19	Gantry crane operator, grade I.....		B2		
23	Mobile hoist operator, grade I.....		B1		
47	Checker, grade II.....		B2		
21	Loader operator, grade I.....		B2		
20	Gantry crane operator, grade II.....		B1		
26	Storeman (workshop).....		B2		
15	Team leader.....		B2		
50	Vehicle Guard.....	3.	B2	R1 911,74	10%
10	Heavy motor vehicle driver (articulated).....	4.	B3	R1 379,67	10%
11	Heavy motor vehicle driver (rigid).....		B3		
12	Extra-heavy motor vehicle driver (articulated).....		B3		
13	Extra-heavy motor vehicle driver (rigid)....		B3		
18	Dispatch clerk.....		B3		
14	Ultra-heavy motor vehicle driver.....	5.	B4	R1 600,19	10%
45	Semi-skilled artisan.....		B4		
49	Storeman (warehouse).....		B4		
51	Custodian.....	5.	B4	R2 230,04	10%
41	Security officer, III.....	6.	B3	R1 593,22	10%
40	Security officer, II.....		B3	R1 911,74	
39	Security officer, I.....		B4	R1 911,74	

(2) Across the board increases of 10% on actual wage shall be awarded to all employees, mentioned in grades 1 to 6 above, who were in the employ of an employer prior to the coming into operation of the above mentioned wage schedule.”

2. Substitute the following for item 1. (b):

“1. (b) For the period 1 March 2014 to 28 February 2015 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:

**TABLE TWO: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:
For the period ending 28 February 2015**

1 Category Code	2 Class	3 Grade	4 Patterson Grade	5 New Minimum Wage per week	6 Across the board Increase 1 March 2014	7 Across the board increase as from 1 September 2014
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	R924,60	8%	0,25%
5 6	Motorcycle/motor tricycle driver..... Light motor vehicle driver.....	2.	B1 B1			

2	Checker, grade I.....		B1	R1 045,13	8%	0,25%
22	Loader operator, grade II.....		B1			
24	Mobile hoist operator, grade II.....		B1			
46	Packer/loader, grade II.....		B1			
7	Medium motor vehicle driver (articulated).....	3.	B2			
8	Medium motor vehicle driver (rigid).....		B2			
44	Artisan assistant.....		B2			
19	Gantry crane operator, grade I.....		B2			
23	Mobile hoist operator, grade I.....		B1	R1 288,14	8%	0,25%
47	Checker, grade II.....		B2			
21	Loader operator, grade I.....		B2			
20	Gantry crane operator, grade II.....		B1			
26	Storeman (workshop).....		B2			
15	Team leader.....		B2			
50	Vehicle Guard.....	3.	B2	R2 045,56	8%	0,25%
10	Heavy motor vehicle driver (articulated).....	4.	B3			
11	Heavy motor vehicle driver (rigid).....		B3			
12	Extra-heavy motor vehicle driver (articulated).....		B3	R1 476,25	8%	0,25%
13	Extra-heavy motor vehicle driver (rigid).....		B3			
18	Dispatch clerk.....		B3			
14	Ultra-heavy motor vehicle driver.....	5.	B4			
45	Semi-skilled artisan.....		B4	R1 712,20	8%	0,25%
49	Storeman (warehouse).....		B4			
51	Custodian.....	5.	B4	R2 386,14	8%	0,25%
41	Security officer, III.....	6.	B3	R1 704,75		
40	Security officer, II.....		B3	R2 045,56	8%	0,25%
39	Security officer, I.....		B4	R2 045,56		

3. Insert new sub-items 1. (b) (1) and (2):

“(1) Across the board increases of 8% on actual wage shall be awarded to all employees mentioned in grades 1 to 6 above, who were in the employ of an employer prior to 1 March 2014.”

(2) An additional across the board increase of 0,25% on actual wage shall be granted to all employees, mentioned in grades 1 to 6 above, as from 1 September 2014.”

4. Insert a new sub-item 1. (c) and renumber the existing sub-item 1. (c) as 1. (d):

TABLE THREE: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:
For the period ending 28 February 2016

1 Category Code	2 Class	3 Grade	4 Patterson Grade	5 New Minimum Wage per week	6 Across the board Increase
1	General worker	1.	A Band		
42	General worker, repair shop.....		A Band	R989,32	9%
3	Packer/loader, grade I.....		A Band		
27	Security guard.....		A Band		

5	Motorcycle/motor tricycle driver.....	2.	B1	R1 118,29	9%
6	Light motor vehicle driver.....		B1		
2	Checker, grade I.....		B1		
22	Loader operator, grade II.....		B1		
24	Mobile hoist operator, grade II.....		B1		
46	Packer/loader, grade II.....		B1		
7	Medium motor vehicle driver (articulated).....	3.	B2	R1 378,31	9%
8	Medium motor vehicle driver (rigid).....		B2		
44	Artisan assistant.....		B2		
19	Gantry crane operator, grade I.....		B2		
23	Mobile hoist operator, grade I.....		B1		
47	Checker, grade II.....		B2		
21	Loader operator, grade I.....		B2		
20	Gantry crane operator, grade II.....		B1		
26	Storeman (workshop).....		B2		
15	Team leader.....		B2		
50	Vehicle Guard.....	3.	B2	R2188,75	9%
10	Heavy motor vehicle driver (articulated).....	4.	B3	R1579,59	9%
11	Heavy motor vehicle driver (rigid).....		B3		
12	Extra-heavy motor vehicle driver (articulated).....		B3		
13	Extra-heavy motor vehicle driver (rigid)....		B3		
18	Dispatch clerk.....		B3		
14	Ultra-heavy motor vehicle driver.....	5.	B4	R1 832,05	9%
45	Semi-skilled artisan.....		B4		
49	Storeman (warehouse).....		B4		
51	Custodian.....	5.	B4	R2 553,17	9%
41	Security officer, III.....	6.	B3	R1 824,08	9%”
40	Security officer, II.....		B3	R2 188,75	
39	Security officer, I.....		B4	R2 188,75	

5. Insert new sub-items 1. (c) (1), (2) and (3):

- “(1) In the event that the CPI measures 4,5% or below, the employers may re-open negotiations relating to across the board increases in table three above and in the event that the said CPI measures 7,5% or above, the unions may re-open negotiations on the across the board increases in table three above for the cycle commencing 1 March 2015.
- (2) The average inflation rate for the preceding 12 months as published at the end of December 2014 by STATS SA will be used as measurement to determine if possible negotiations on the across the board increases in table three above for the cycle commencing 1 March 2015 should be re-opened.
- (3) Across the board increases of 9% subject to the provisions of (1) and (2) above, on actual wage shall be awarded to all employees, mentioned in grades 1 to 6 above, who were in the employ of an employer prior to 1 March 2015.”

6. Insert a new sub-item 1. (d):

“(d) Extended Bargaining Unit Employees

- (1) In accordance with the Main Collective Agreement definition of the Bargaining Unit, as provided for in clause 56, across the board increases shall apply to all classes of extended bargaining unit employees graded up to and including C1 on the Patterson Grading system. These increases shall be as follows:

**TABLE ONE : ACROSS THE BOARD INCREASES :
For the period ending 28 February 2014**

Employees Earning:	Across the board increase:
R183 008,00 and less per year (current BCEA threshold)	7%
Between R183 008,01 and R237 910,40 per year (current BCEA threshold plus 30%)	6%

- (2) The across the board increases in table one above shall be calculated on actual wage and shall be awarded to all employees mentioned in the said table, who were in the employ of an employer prior to the coming into operation of the wage schedule.

**TABLE TWO : ACROSS THE BOARD INCREASES :
For the period ending 28 February 2015**

Employees Earning:	Across the board increase:
BCEA threshold as at 1 March 2014	7%
BCEA threshold plus 30%	6%

- (3) The across the board increases referred to in table two above shall be granted as from 1 March 2014 on actual wage.

**TABLE THREE : ACROSS THE BOARD INCREASES :
For the period ending 29 February 2016**

Employees Earning:	Across the board increase:
BCEA threshold as at 1 March 2015	7%
BCEA threshold plus 30%	6%

- (4) The across the board increases referred to in table three above shall be granted as from 1 March 2015 on actual wage.”

7. Insert a new sub-item 1 (e):

“(e) Extended Bargaining Unit Employees engaged in the Cash-in-Transit Sector.

- (1) The following categories of employees shall receive across the board increases as set out in tables one, two and three in sub-item 1. (d) above:

Box Room Marshal
 Radio Controller (Security Officer III)
 Tactical Support Officer / Team Leader (Security Officer II)
 Counting House Tellers
 Box Staff
 Key Marshalls
 Cage Men
 Client Liaison Officer
 Training Officer
 General Worker : Cleaner
 Receptionist”

8. Insert a new sub-item 1. (f):

“(f) The minimum percentages referred to the three tables in (d) above shall be applicable to all employees whose activities fall within grades B1 to C1 in the 2012 P.E. Corporate Services Report. The grades referred to are as follows:

Class	Grade	Minimum Wages P/W	Class	Grade	Minimum Wages P/W
Receptionist.....	B1	R 576.92	Assistant/Junior Controller.....	B3/4	R 984.10
Chemical Cleaners.....	B1	R 323.08			
Administrator/Clerk Grade I.....	B1	R 678.23			
Storage Co-ordinators / Administrators.....	B2	R1 037.08	Personal Assistant.....	B4	R 692.31
			H/R Clerk/Administrator....	B4	R 923.08

Data Capturer.....	B2	R 576.92	Operations Administrator...	B4	R 807.46
Administrator/Clerk Grade II.....	B2	R 743.52	Fleet/Transport Administrator.....	B4	R 914.38
			IT Administrator/Help Desk.....	B4	R 908.46
			Team Leader Generic, supervising B3 and lower positions.....	B4	R 623.08
			Administrator/Clerk Grade 4.....	B4	R1 037.08
Debrief/DC/POD Clerk.....	B3	R 358.88	Branch Administrator.....	C1	R1 211.54
Financial Clerk/Administrators, including Debtors, Creditors, General Ledger and Cashbook Clerks.....	B3	R 692.31	Driver Trainer.....	C1	R1 248.52
Payroll Clerk/Administrator.....	B3	R1 315.38			
Planning Clerk/Workshop/ Technical Administrator.....	B3	R1 153.85			
Administrator : Tracking.....	B3	R 807.69			
Warehouse Clerk / Administrator.....	B3	R 923.08			
Administrator/Clerk Grade III.....	B3	R 832.63			
	B3				

- (1) For the purposes of this sub-item the minimum amounts referred to shall include an employee's basic wage and/or commission."

9. Insert a new sub-item 1. (g):

"(g) (1) The only provision of this Agreement that shall apply to extended bargaining unit employees shall be the increases referred to above as well as the provisions of clause 54 (trade union subscriptions) and clause 69 (3) (expenses of the Council).

- (2) The increases in table one above (sub-item 1. (c) may be off-set against any company paid increases granted to employees between April 2012 and the month preceding implementation. In the event that an employee in the extended bargaining unit received an increase greater than reflected above, the employer will not be entitled to recover such difference from such an employee."

10. Substitute the following for item 2, Night-shift Allowance:

" 2. Night-shift Allowance

- (1) The following night-shift allowances shall be payable to employees for whom minimum wages are prescribed.

Category of Employee	Period : From 1 March 2013 to 31 August 2014	Period : From 1 September 2013 to 31 August 2014	Period : From 1 September 2014 to 31 August 2015	Period : From 1 September 2015 to 29 February 2016
Seasonal workers in the Sugar Transport Sector.	R11,50 per night shift worked.	R12,31 per night shift worked.	R13,05 per night shift worked.	R13,83 per night shift worked.
Other employees, who perform more than one hour of night work.	An allowance of R6,08 beyond one hour and R1,22 for every hour in excess thereof; or by a reduction of ordinary hours.	An allowance of R6,51 beyond one hour and R1,31 for every hour in excess thereof; or by a reduction of ordinary hours.	An allowance of R6,90 beyond one hour and R1,39 for every hour in excess thereof; or by a reduction of ordinary hours.	An allowance of R7,31 beyond one hour and R1,47 for every hour in excess thereof; or by a reduction of ordinary hours."

11. Substitute the following for item 4, Subsistence and Cross Border Allowance:

"4. Subsistence and Cross Border Allowance

- (1) The subsistence allowance payable in terms of clause 36 of the Main Agreement must be at least the amounts reflected in the table hereunder:

Cross Border Allowance: Period : From date of implementation until 28 February 2014	Cross Border Allowance: Period : 1 March 2014 to 28 February 2015	Cross Border Allowance Period : 1 March 2015 to 29 February 2016
(a) R33,77 for each period of absence outside the borders of the Republic of South Africa. (b) R20,90 for each of the three daily meal intervals during such absence.	(a) R35,80 for each period of absence outside the borders of the Republic of South Africa. (b) R22,15 for each of the three daily meal intervals during such absence.	(a) R37,95 for each period of absence outside the borders of the Republic of South Africa. (b) R23,48 for each of the three daily meal intervals during such absence.
Subsistence Allowance: Period : 1 March 2013 to 31 August 2013		
(a) R22,54 for each period of absence within the borders of the Republic of South Africa. (b) R19,53 for each of the three daily meal intervals during such absence.		
Subsistence Allowance: Period : 1 September 2013 to 31 August 2014	Subsistence Allowance: Period : 1 September 2014 to 31 August 2015	Subsistence Allowance: Period : 1 September 2015 to 29 February 2016
(a) R24,12 for each period of absence within the borders of the Republic of South Africa. (b) R20,90 for each of the three daily meal intervals during such absence.	(a) R25,57 for each period of absence within the borders of the Republic of South Africa. (b) R22,15 for each of the three daily meal intervals during such absence.	(a) R27,10 for each period of absence within the borders of the Republic of South Africa. (b) R23,48 for each of the three daily meal intervals during such absence."

Signed at Johannesburg for and on behalf of the parties to the Council on this 6th day of November 2012.

D Behrens
Chairperson of
the Council

M Gwedashe
Vice-Chairperson of
the Council

T Ströh
Acting National
Secretary of the Council
