

DEPARTMENT OF LABOUR


NO. 422

12 MAY 2017

LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, with the exclusion of clauses 2 and 77 thereof, 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 the second Monday after the date of publication of this Notice and for the period ending on 28 February 2019.


MINISTER OF LABOUR
25/04/2017

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI NESICHIBIYELA SELULELWA KULABO ABANGEYONA INGXYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32 (8) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, kukhiswa imishwana 2 no 77 esenziwa **National Bargaining Council for the Road Freight and Logistics Industry** ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni kusukela ngomsoMbuluko wesibili emva kokukhishwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 28 kuNhlolanja 2019.


UNGQONGQOSHE WEZABASEBENZI
25/04/2017

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND 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 ASSOCIATION (RFA)**NATIONAL EMPLOYERS' ASSOCIATION OF SOUTH AFRICA (NEASA)**

(hereinafter referred to in this Agreement as the "employers" or the "employers' organisations") of the one part, and the

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)**MOTOR TRANSPORT WORKERS' UNION OF SOUTH AFRICA (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)**

(hereinafter referred to in this Agreement as the "employees" or the "trade unions"), of 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. 725 of 28 October 2016.

PART 1: APPLICATION AND DURATION OF AGREEMENT**1. Application of Agreement**

- (1) The terms of this Agreement shall be observed by employers and employees in the Road Freight and Logistics Industry as defined hereunder, in the Republic of South Africa:

"Road Freight and Logistics Industry" or **"Industry"** means the Industry in which employers and their employees, as defined in Paragraph A hereunder, are associated for carrying on one or more of the following activities for hire or reward;

- (i) The transportation of goods by means of motor transport;
- (ii) The storage of goods, including the receiving, opening, unpacking, packing, despatching and clearing or accounting for of goods where these activities are ancillary or incidental to paragraph (i); and
- (iii) The hiring out by temporary employment services of employees for activities or operations which ordinarily or naturally fall within the transportation or storage of goods as contemplated by paragraphs (i) and (ii) of this definition.

The “**transportation of goods**” does not include the undertakings, industries, trades or occupations in respect of which the following bargaining councils are registered:

- (i) Transnet Bargaining Council; and
- (ii) Motor Ferry Industry Bargaining Council of South Africa.

For the purposes hereof -

“Paragraph A” means those employees in the Road Freight and Logistics Industry, as defined above, in the categories as mentioned hereunder:

- (a) Employees covered by the definition of the Industry as defined above:
 - General workers;
 - Security guards, security officers, custodians, vehicle guards, team leaders;
 - Motor vehicle drivers;
 - Artisan assistants, semi-skilled artisans, repair shop workers;
 - Operators;
 - Dispatch clerks, checkers, packers/loaders;
 - Storemen.
 - Personal assistants, receptionists, clerks, administrators, data captures, chemical cleaners;
 - Junior controllers, branch administrators, driver trainers;
 - Box Room Marshalls (Cash in Transit);
 - Radio Controllers (Security Officer III) (Cash in Transit);
 - Tactical Support Officers / Team Leaders (Security Officer II) (Cash in Transit);
 - Counting House Tellers (Cash in Transit);
 - Box Staff (Cash in Transit);
 - Key Marshalls (Cash in Transit);
 - Cage Men (Cash in Transit);

- Client Liaison Officers (Cash in Transit);
 - Training Officers (Cash in Transit);
 - General Worker: Cleaners (Cash in Transit);
 - Receptionist (Cash in Transit).
- (2) Notwithstanding the provisions of sub-clause (1), this Agreement shall apply to:
- (a) Employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;
 - (b) Other categories of employees, listed in schedule 7 who qualify for the across the board increases, as well as payments and benefits specified to the employers of such employees; and
 - (c) Owner-drivers and their employees only insofar hours of work and limitations on hours of work and registration with the Council is concerned.
- (3) Subject to clause (4), this Agreement applied to owner-drivers, and to the employees of owner-drivers.
- (4) An owner-driver -
- (a) who is an employer must observe the same hours of work and limitations on hours of work that are prescribed in this Agreement for employees;
 - (b) who possesses only one motor vehicle and is the permanent driver of that vehicle is only required to comply with the requirements of sub-paragraph (a) of this clause and clause 45.
- (5) Part 10 of this Agreement sets out provisions that apply to particular categories of employees. It -
- (a) specifies categories of employees in respect of whom only particular provisions of this Agreement apply;
 - (b) provides provisions that apply to specific categories of employees in addition to the rest of the Agreement;
 - (c) modifies certain provisions of this Agreement for the purposes of specific categories of employees.

2. Duration of Agreement

- (1) This Agreement is binding on the parties from the date of signature of the Agreement until 28 February 2019.

- (2) This Agreement shall become binding on non-party employers and employees once it is extended by the Minister of Labour in terms of Section 32 of the Act from a date determined by the Minister until 28 February 2019.

3. Clause 19: Sick and Absence Fund

- (1) Substitute the following for sub-clauses (1) and (2):
- “(1) Every employer shall pay contributions to the Sick Leave Fund by not later than the 20th of each month, in respect of each employee employed by him/her.
- (2) Contributions are payable to the Council irrespective of the number of days that an employee has worked during a specific month, subject to the provisions of clause 24(2) and (3).”

4. Clause 24: Continuation of benefit funds

- (1) Substitute the following for clause 24 in its entirety:
- “24 (1) The following funds are hereby continued –
- (a) the Leave Pay Fund established under Government Notice No. R.41 of 15 January 1971;
 - (b) the Holiday Pay Bonus Fund established under the provisions of the Agreement published under Government Notice No. R.41 of 15 January 1971;
 - (c) the Sick Fund established under Government Notice No. R.1238 of 12 June 1953 and continued and renamed as the Sick and Absence Fund under Government Notice No. R.559 appearing in Government Gazette 30041 of 6 July 2007.
- (2) The calculation and payment of benefit funds which includes the Leave Pay Fund, Holiday Pay Bonus Fund and the Sick and Absence Fund will no longer be linked to 252 shifts;
- (3) An employer is required to pay contributions in respect to all benefit funds to the Council as prescribed. An employer is entitled to submit a claim against a portion of contributions

of an employee during any specific month as a result of the employee's unauthorised absence, as defined. Such claim must be in writing and accompanied by sufficient proof."

5. Clause 29: Leave Pay Fund

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

"(1) Contributions to the Leave Pay Fund –

- (a) must be paid in respect of every employee employed by the employer in grades 1 – 6 during the preceding month;
- (b) are calculated as follows:
 - (i) employees with less than 5 years continuous service 25% of the normal basic weekly wage earned;
 - (ii) employees with 5 years completed service but less than 10 years continuous service 28.34% of the normal basic weekly wage; and
 - (iii) employees with 10 years and longer completed service 33.3% of the normal basic weekly wage.
- (c) contributions are payable to the Council irrespective of the number of days that an employee has worked during a specific month, subject to the provisions of clause 24(2) and (3)."

6. Clause 30: Holiday Pay Bonus Fund

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

"(1) Subject to this clause all employees in the Industry are entitled to a guaranteed 13th cheque equal to 4.33 weeks of annual basic earnings payable after 12 months continuous service with one employer. The 13th cheque will be paid directly to employees during December every year and will be prorated during the first year of service. Contributions to the Holiday Pay Bonus Fund –

- (a) must be paid in respect of every employee employed by the employer in grades 1 – 6 during the preceding month;
- (b) are equivalent to 36.08% of the normal basic weekly wage earned by the employee; and
- (c) must be paid on a monthly basis if an employee has worked during the preceding month.

- (d) must be paid to the Council irrespective of the number of days that an employee has worked during a specific month, subject to the provisions of clause 24(2) and (3)."

7. Clause 55: Employers' organisations subscriptions

- (1) Substitute clause 55 in its entirety with the following:

"55 (1) Subscriptions due to the employers' organisation must be approved by the Registrar of Labour Relations.

(2) Should an Employer's Organisation request the Secretary of the Council in writing to collect its subscriptions on its behalf, then employers who are members of the employers' organisation party to this Agreement must, by the 20th of each month, transmit their monthly subscription due to the employers' organisation to the National Secretary of the Council.

(3) The National Secretary of the Council must, by no later than the 10th of each month, transmit to the employers' organisation the total subscriptions received by the Council in terms of sub-clause (2) during the preceding month."

8. Clause 77: Processes and Payment of EBU Employees

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

"(b) Subject to the above, such payment will only apply where above mentioned employees do not receive a 13th cheque or similar payment in terms of their conditions of service. On the whole no employee, in terms of their existing benefits, will be prejudiced as a result of this provision and such payment will be off-set against any other similar payments made in lieu of a 13th cheque payment made in 2018."

9. Schedule 2: Definitions

Insert the definition of "unauthorised absence" after the definition of "ultra-heavy motor vehicle".
"unauthorised absence" means absence without leave (AWOL), unpaid leave or unpaid sick leave;"

10. Schedule 4: Wellness Fund

Item 3: Exemption from provisions of this clause:

(1) Substitute sub-item (1) with the following:

- “(1) Any employer who has implemented or intends implementing a scheme or programme which provides the following benefits, or substantially similar benefits, may apply in terms of clause 74 of the Agreement to be exempted from some or all the provisions of this clause –
- (a) HIV education and behavioural change interventions;
 - (b) confidential voluntary counselling and testing;
 - (c) treatment and support;
 - (d) basic medical insurance.”

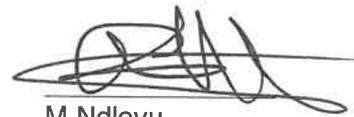
Signed at Johannesburg for and on behalf of the parties to the Council on this 13th day of December 2016.



F Meier
Chairperson of the
Council



Z Mahlasu
Deputy Chairperson of
the Council



M Ndlovu
National Secretary
of the Council