

DEPARTMENT OF LABOUR

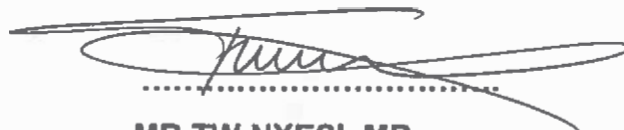
NO. 1364

25 OCTOBER 2019

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, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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, with the exclusion of clauses 2 and 56(5) 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 2022.



MR TW NXESI, MP


MINISTER OF EMPLOYMENT AND LABOUR

DATE: 14/10/2019

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI NESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXYENYE YASO

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi nezabasebenzi lapha ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, kukhiswa imishwana 2 kanye ne56(5) yalapho esenziwa kwi**National Bargaining Council For The Road Freight and Logistics Industry**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni kusukela ngomsoMbuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 28 kuNhlolanja 2022.


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MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: ...14/10/2019

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY****AMENDING 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' organisations")
on 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 WITH TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH AFRICA
IN TERMS OF CLAUSE 6.14 OF THE NBCRFLI CONSTITUTION)**

(hereinafter referred to in this Agreement as the "trade unions"), on the other part,
Being the parties to the National Bargaining Council for the Road Freight and Logistics Industry.

(hereinafter referred to in this Agreement as the "Bargaining Council")

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, dispatching 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;
- Key Marshalls (Cash in Transit);
- Cage Men (Cash in Transit);
- Artisan assistants, semi-skilled artisans, repair shop workers;
- Operators;
- Dispatch clerks, checkers, packers/loaders;
- Storemen;
- Personal assistants, receptionists, clerks, administrators, data capturers, 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);
 - 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 applies 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 parties from date of signature of the Agreement until 28 February 2022.
- (2) This Agreement shall become binding on non-party employers and employees in terms of section 32 of the Act from the date as determined by the Minister until 28 February 2022.

PART 8: COLLECTIVE BARGAINING**3. Substitute Clause 56, as follows:**

- (1) The bargaining unit means all employees employed in operations, warehousing, fleet maintenance and administration as listed in the wage schedules as contained in Schedule 2 of the Main Collective Agreement, 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) Extended bargaining unit employees shall exclude employees within the traditional bargaining unit. It shall mean employees whose jobs are graded up to the C1 band that are involved in the administration of the operations of road freight logistics, warehousing and fleet maintenance and with reference to the categories listed in Schedule 7 of the Main Collective Agreement
- (3) The job categories listed in Schedule 7 of the Main Collective Agreement shall be the only job categories applicable and recognised within the road freight and logistics industry and there shall be no other new job categories introduced without a resolution from the Council.
- (4) An Agent appointed in terms of clause 73 (1) is empowered to conduct an investigation on job description of an employee who is graded above C1 band but earning less than the minimum of a job category graded at C1 band or below. After conclusion of the investigation, an Agent is entitled to make a determination on the correctness of the job description of such employee whose earning is less than the minimum of a job category graded at C1 band

or below. In making such determination, the Agent shall be entitled to review and amend the job grading assigned to such employee. Any party that disputes the determination of the Agent in terms of this clause shall be entitled to refer a dispute to the Council in terms of clause 75.

- (5) 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 –
- (a) ensure that short descriptions of each category exists; and
 - (b) ensure that job grading and classification of identified jobs in terms of the Patterson grading is done; and
 - (c) determine the existing minimum wage ranges of the identified jobs in the Industry in terms of current wages / salaries; and
 - (d) ensure that a service provider is appointed to perform the services envisaged in sub-clause (a) to (c) above.
 - (e) 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 Employment and Labour in terms of Section 49 of the Act.
 - (f) Employers in the Industry are obliged to submit information in respect of (e) above, on a monthly basis in respect of all employees who falls within the definition of the Bargaining Unit in terms of this clause. The information is to be submitted on the prescribed monthly return, published by Council from time to time.

SCHEDULE 5: REMUNERATION AND OTHER MONETARY BENEFITS

4 Substitute Clause 7(1) – Dual Driver Subsistence as follows:

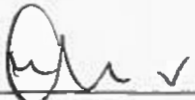
- (1) The dual driver subsistence shall be as follows:
- (i) Year 1: (Date to be determined by the Minister until 29 February 2020)
R235.44 per day (3 meal allowances of R30.12 each and base portion of R145.08 per shift) subject to Clause 67A of this agreement.
 - (ii) Year 2: (From 1 March 2020 until 28 February 2021)

R253.10 per day (3 meal allowances of R32.38 each and base portion of R155.96 per shift) subject to Clause 67A of this agreement.

(iii) Year 3: (From 1 March 2021 until 28 February 2022)

R272.08 per day (3 meal allowances of R34.81 each and base portion of R167.66 per shift) subject to Clause 67A of this agreement.

Signed at Johannesburg, for and on behalf of the parties to the Council, this 14 day of August 2019


PRW Meier
Chairperson of the
Council


TA Ramakgole
Deputy Chairperson
of the Council


CM Ndlovu
National Secretary
of the Council