

DEPARTMENT OF EMPLOYMENT AND LABOUR**NOTICE 410 OF 2021****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, 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.

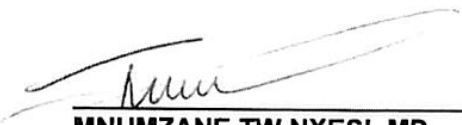


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 3/06/2021

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, 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.


MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI

USUKU:

13/06/2021

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS
INDUSTRY****AMENDMENTS 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' 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 hereby agree to amend the Main Collective Agreement published under
Government Notice No. R.726 of 28 May 2016, as amended and extended by Government
Notices No. R.422 of 12 May 2017, 426 of 15 March 2019, and Government Notice No.
R1364 of 25 October 2019.

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;
 - 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 to employers and employees of the industry effective from the date to be determined by the Minister.
- (2) This Agreement shall become binding on non-party employers and employees once it is extended by the Minister of Labour in terms Section 32 of the Act from a date determined by the Minister until 28 February 2022.

PART 3: LEAVE**3. Clause 9: Sick & absence fund****Amend clause 19 by the insertion of the new sub-clause 19(13):**

"The contributions referred to in clause 19(1) must be included in each employees' remuneration by the relevant employer for the purpose of calculating employees' tax, on a monthly basis. Every employer shall pay over the amount of employees' tax so withheld to the Commissioner for the South African Revenue Service (SARS) in accordance with the provisions of the Fourth Schedule to the Income Tax Act, 1962, as amended or replaced from time to time."

PART 4: BENEFIT FUNDS**Clause 29: Leave Pay Fund****4. Amend clause 29 by the insertion of the new sub-clause 29(5):**

"The contributions referred to in clause 29(1) must be included in each employees' remuneration by the relevant employer for the purpose of calculating employees' tax, on a monthly basis. Every employer shall pay over the amount of employees' tax so withheld to the Commissioner for the South African Revenue Service (SARS) in accordance with the provisions of the Fourth Schedule to the Income Tax Act, 1962, as amended or replaced from time to time."

5. Amend clause 30 by the insertion of the new sub-clause 30(6):

"The contributions referred to in clause 30(1) must be included in each employees' remuneration by the relevant employer for the purpose of calculating employees' tax, on a monthly basis. Every employer shall pay over the amount of employees' tax so withheld to the Commissioner for the South African Revenue Service (SARS) in accordance with the provisions of the Fourth Schedule to the Income Tax Act, 1962, as amended or replaced from time to time."

6. SCHEDULE 5: REMUNERATION AND OTHER MONETARY BENEFITS

Add new clause 1(v) as follows:

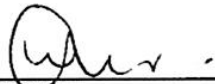
(v) TABLE FIVE A: MINIMUM WAGES: GRADES 6 TO 7: (except where otherwise indicated for specific grades i.e. in Courier and CIT)

Category Code	Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	Grade	Patterson Grade	Current Minimum Wage per week ending 28 February 2022
16	Abnormal Loads Driver	6	C1	R 15 740.77

Job Title	Short Description	Qualifications/ Experience	Skills and Knowledge
Abnormal Loads Driver	<ul style="list-style-type: none"> Meticulously steer and drive an abnormal truck with a gross mass of 150,000 tons, carrying load delivered to a customer. Ensure timely and safe delivery of consignments to specified delivery points. Perform pre and post vehicle inspection to ensure mechanical, safety, and emergency equipment is in good working order. Confirm the size and the measurements of the consignment upon loading. Ensure complete loading and offloading of the consignment with no damages either 	Grade 12 / Matric A valid code 14 drivers' licence with PrDP 3 years relevant experience	Handling and transporting abnormal load / goods. Occupational health and safety First Aid and Firefighting advanced driving training certificate /Defensive driving Good verbal and written communication

	<p>on the vehicle or the goods.</p> <ul style="list-style-type: none">• Ensure timely and safe loading of the consignment in accordance to specified safety standards and national road traffic regulations.• Record and update travel sheet upon on arrival and departure.• Ensure vehicle is clean and safe to operate at all times.• Acts as face of company and sign-off on paper work at client premises.• Comply with company and policies and customer site rules and regulations.		
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Signed at Johannesburg, for and on behalf of the parties to the Council, this ____ day of
_____ 20....



PRW Meier
Chairperson of the Council



J Mazibuko
Deputy Chairperson of
the Council



CM Ndlovu
National Secretary of
the Council