

**IN THE NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS INDUSTRY**

ENTERED INTO BETWEEN:

ROAD FREIGHT EMPLOYERS ASSOCIATION

AND

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION

AND

MOTOR TRANSPORT WORKERS UNION

AND

TRANSPORT AND ALLIED WORKERS UNION OF SOUTH AFRICA

**PROFESSIONAL TRANSPORT AND ALLIED WORKERS UNION OF SOUTH AFRICA
(ACTING JOINTLY WITH TRANSPORT AND ALLIED WORKERS UNION OF SOUTH
AFRICA IN TERMS OF CLAUSE 6.14 OF THE NBCRFLI CONSTITUTION)**

The above parties being the parties of the National Bargaining Council for the Road Freight and Logistics Industry agree to the following process and amendments/inclusions to the Council's collective agreements, arising from the annual wage negotiations conducted in terms of the Constitution, for the implementation in 2013 and 2014 and 2015. The parties record their agreement as follows:

1. Period of Operation

- 1.1 The period of operation of the agreement is three years. The agreement will commence on 1 March 2013 and thereafter on the 1st of March of every successive year for the duration of the agreement.

NAh ^{2.m}
S.T
J.J

2. Wages : All Sectors

2.1 YEAR 1

2.1.1 MIN = 7%

2.1.2 ATB = 10%

2.2 YEAR 2

2.2.1 MIN = 7%

2.2.2 ATB = 8% with an additional 0.25% in September 2014

2.3 YEAR 3

2.3.1 MIN = 7%

2.3.2 ATB = 9%

2.3.2.1 In the event that CPI measures 4.5% or below, the employers may reopen negotiations relating to ATB increases in 2.3.2 and in the event that said CPI measures 7.5% or above, the unions may reopen negotiations on the ATB increases in 2.3.2 for the cycle commencing 1 March 2015.

2.3.2.2 The average inflation for the preceding 12 months as published at end December 2014 by STATS SA will be used as measurement to determine if possible negotiations on the ATB increases as per 2.3.2 for the cycle commencing 1 March 2015 should be reopened.

3. EBU

3.1 In accordance with the main agreement definition of the bargaining unit, increases will apply to:

all positions graded up to and including C1 (Patterson Grading) earning up to the BCEA threshold (as at the time of implementation) and 30% above the said BCEA threshold. Increases will be as follows:

3.1.1 ATB Increases for EBU:

EMPLOYEES EARNING:	INCREASE TO APPLY:
BCEA threshold and below	agreed increase as per 3.1.1.1 & 3.1.1.2 & 3.1.1.3
Between BCEA threshold and 30% above	1% less than agreed as per 3.1.1.1 & 3.1.1.2 & 3.1.1.3

3.1.1.1 ATB increase year 1 = 7%

3.1.1.2 ATB increase year 2 = 7%

3.1.1.3 ATB increase year 3 = 7%

3.1.2 MIN Increases:

3.1.2.1 Minimum amounts for aforementioned included grades reflected in the 2012 PE Corporate report to apply. MIN amounts referred to includes an employee's salary and/or commission.

3.1.2.2 MIN increase year 1 = 7%

3.1.2.3 MIN increase year 2 = 6%

3.1.2.4 MIN increase year 3 = 6%

3.1.3 In CIT 3.1.1 and 3.1.2 will apply to the following job categories and same categories will be subject to a process where an independent 3rd party will grade the positions and determine MIN earnings within 3 months of date of signature:

Box Room Marshall

Radio Controller (Security Officer III)

Tactical Support Officer / Team leader (Security Officer II)

Counting House Tellers with

Box Staff

Key Marshalls

Cage Man

Client liaison officer

Training officer

General worker: cleaner

Receptionist

3.1.4 In addition to 3.1.3 above, a process similar to the previously agreed EBU identification, information gathering process and grading needs to be implemented and finalised by not later than commencement of the next round of industry wage negotiations.

3.2 The only provisions that shall apply to the EBU for duration of this agreement shall be the increases contained in this agreement. Notwithstanding the aforementioned, clauses 54 and 69 of the Main Agreement pertaining to Union subscriptions and the Council administration levy shall apply.

J. J. *[Signature]*

3.3 Increases however will be off-set against any annual increase given to individuals in these categories between April 2012 and the month preceding implementation. In the event that an employee received an increase greater than reflected above, the employer will not be entitled to recover such difference from such employee

4. Allowances

4.1 Cross-Border Allowance to be implemented on 1 March of each year of this agreement

Year 1 – 7%

Year 2 – 6%

Year 3 – 6%

4.2 Subsistence Allowance to be implemented on 1 September of each year of this agreement

Year 1 – 7%

Year 2 – 6%

Year 3 – 6%

4.3 Night Shift Allowance to be implemented on 1 September of each year of this agreement

Year 1 – 7%

Year 2 – 6%

Year 3 – 6%

4.4 Hazchem Allowance (Specified as "Danger" Allowances on demands) to increase on 1 March 2013.

This allowance to increase to 1.5% of the MIN of the specific grade

5. Medical Insurance

Agree that employee contribution will be equal to the current employer contribution of 1%.

6. Provident Fund

Status quo

J. J

MFB

2.1m

S.D

7. Severance Pay

Provisions of section 189 of the LRA and BCEA guidelines to be applied.

8. Maternity Leave

Amend clause 23 (9) (a) of the Agreement from 5 months to 6 months.

9. Long Service Awards

Status quo

10. Short Time

Status quo

11. Fund Administration

Status quo

12. Chamber for Courier Sector

Parties agree that Courier Sector will replace the existing Sugar Cane and Forestry In-Field chamber. The details / terms of reference will be referred to a secondary discussion as per 15 below.

13. Labour Broker Limitation in Furniture Removal Sector

Status quo

14. Deductions

Council attorneys to advise, immediately after signature, wording to prevent amounts recovered by an employer from an insurance company and / or a 3rd party being deducted from an employee as a loss and the employer having to disclose such recovered amounts to the employee or his/her representative, in the event that the current wording does not address same.

15. Issues for secondary discussion

Parties commit to attempt to resolve the following issues within 6 months from date of implementation of the Agreement with the assistance of a CCMA appointed senior commissioner. In the event that an item is resolved to the point of agreement a council resolution will be passed for the Main Agreement to be amended.

Parties will meet within 30 working days from date of signature to determine terms of reference and composition of the task team/s. This meeting must also be facilitated by a CCMA appointed senior commissioner.

In the event that no agreement is reached on any item within the specified time period such item will be subjected to a minimum of three compulsory mediation sessions.

Issues to be addressed:

- 15.1 Definition of a driver
- 15.2 Job grading for Abnormal Loads
- 15.3 Overtime Pay
- 15.4 Off-crop payment
- 15.5 GVM definition
- 15.6 Theft prevention, Investigations systems & utilisation of polygraphs (existing practices to be applied in the meantime)
- 15.7 General Freight Micro Enterprise
- 15.8 13th Cheque
- 15.9 Courier Chamber terms of reference

16. Establishment of a Compliance Review Committee

Parties agree to, within 60 days of signature of this agreement, establish a committee to enhance existing systems and processes to ensure effective enforcement. The committee shall comprise of representatives from Labour, Business, NBCRFLI Administration and Department of Labour. Terms of reference, composition and frequency of meeting will be determined at such first meeting.

17. Non- Victimization

The parties to the agreement undertake not to victimise any employee who participated in the strike. Parties further undertake not to victimise any employee who did not participate in the strike.

J.J. 2.12
M.A. S.P.

18. Extension and implementation of Agreement

- 18.1 The whole agreement will be submitted to the Minister for promulgation and extension to all employers and employees (including non-parties) in the Industry in terms of section 32 of the LRA.
- 18.2 The terms of this agreement will be implemented with effect from date as determined upon promulgation and extension to non-parties in terms of section 32 of the LRA.
- 18.3 In the interest of the principle of orderly collective bargaining and ensuring stability of this integral industry in the South African economy parties will, upon submission of this agreement to the Department of Labour, jointly commence lobbying the Minister for expeditious promulgation and extension.
- 18.4 Should refusal to extend be related to party representivity, said parties will endeavour as a matter of urgency to meet representivity requirements.
- 18.5 The Road Freight Employers Association undertakes at the same time to lobby members with regard to implementing the signed agreement or parts thereof as a party-party agreement.
- 18.6 Notwithstanding the above, the Labour Parties reserve their rights to deal with this matter as they deem appropriate.

SIGNED AT Braamfontein ON THE UNDERMENTIONED DATES:


ROAD FREIGHT EMPLOYERS' ORGANISATION
DULY AUTHORISED HERETO

DATE: 12 October 2012



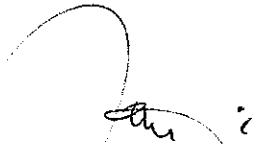
SOUTH AFRICAN TRANSPORT AND ALLIED
WORKERS UNION
DULY AUTHORISED HERETO

DATE: 2012.10.12



MOTOR TRANSPORT WORKERS UNION
DULY AUTHORISED HERETO

DATE: 12/10/2012



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DATE: 12-10-2012

