

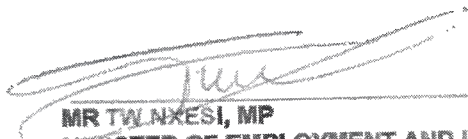
DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 1454 OF 2022

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, effective from 1 March 2022 or with effect from the second Monday after the date of publication of this Notice until **29 February 2024**.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 13/11/2022

UMNYANGO WEZEMISEBENZI NEZABASEBENZI


R.

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS
INDUSTRY: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI
ESIYINGQIKITHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA
INGXENYE 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 mhlaka 1 kuNdasa 2022 noma kusukela ngomsombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 29 kuNhlolanja 2024.


NUMZANA TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 13/11/2022

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)

CONSOLIDATED EMPLOYERS ASSOCIATION (CEO)

(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)

(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, Government Notice No. 410 of 9 July 2021 and Government
Notice No. 549 of 14 September 2021, Government Notice No. 831 of 11 February 2022.

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 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 Employment and Labour in terms Section 32 of the Act from a date determined by the Minister until 29 February 2024.

PART 10: PROVISIONS APPLICABLE TO PARTICULAR CATEGORIES OF EMPLOYEES

1. Clause 67A: Dual Driver System

- Substitute Clause 67A(3) and (4) with the following:

- 3. Each driver will be paid 9 hours of ordinary work and 6 hours of overtime in any 24 hours period in terms of clause 3 and clause 10 of the Main Collective Agreement and as defined in Schedule 2 of the Main Collective Agreement.
- 4. Each driver will be paid 15 hours, which comprises of 9 ordinary working hours and 6 hours for overtime as well as the normal subsistence allowance as stipulated under clause 36 of the Main Collective Agreement for the shift worked in accordance with the dual driver system. In this regard, the Dual Drivers' subsistence allowance and payment equal to 2 hours calculated at the overtime rate falls away, however, the drivers will still be entitled to the normal subsistence allowance.

Signed at Johannesburg, for and on behalf of the Parties to the Council, this 31 day of

October 2022.



PRW Meier
Chairperson of the
Council



J Mazibuko
Deputy Chairperson of the
the Council



CM Ndlovu
National Secretary
of the Council