



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

*Regulation Gazette*

**No. 10581**

*Regulasiekoerant*

**Vol. 609**

**17**

**March  
Maart**

**2016**

**No. 39830**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5843



9 771682 584003

39830



**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

## Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
<b>GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS</b>			
<b>Labour, Department of/ Arbeid, Departement van</b>			
R. 328	Labour Relations Act, 1995: Cancellation of Government Notices: Exemptions and dispute resolution collective agreement.....	39830	4
R. 329	Labour Relations Act, 1995: Extension to non-parties of the main collective agreement.....	39830	6
R. 330	Labour Relations Act, 1995: Extension to non-parties of the exemptions and dispute resolution collective agreement.....	39830	23

## DEPARTMENT OF LABOUR


NO. R. 329

17 MARCH 2016

## LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(5) and section 32(8) 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 30 September 2016.

  
**MINISTER OF LABOUR**  
15/03/2016

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI  
KWABAQASHI NABASEBENZI EMBONINI YOKUTHUTHWA  
KWEZIMPAHLA EMGAQWENI: UKWELULWA KWESIVUMELWANO  
SABAQASHI NABASEBENZI EIYINGQIKITHI SELULELWA KULABO  
ABANGEYONA INGXEYENYE 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, esenziwa **UmKhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yokuthuthwa Kwezimpahla emgaqweni** futhi 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 30 kuMandulo 2016.

  
**UNGQONGQOSHE WEZABASEBENZI**

15/03/2016

**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" 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 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 "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 Notices No. R.4 of 6 January 2012, No. R.48 of 31 January 2014, No. R.664 of 5 September 2014 and No. 981 of 16 October 2015.

**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed in the Road Freight and Logistics Industry:
- (a) by all the employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged and employed in the said Industry, respectively.
  - (b) In the Republic of South Africa.

- (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) The provisions of clause 1(1)(a), 1.A, 65A, 73(1), 76, 77, 78, Schedule 4, 1A, Schedule 5.8 and Schedule 5.9 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade unions, respectively, who entered into this Agreement.

## 2. CLAUSE 1A: PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such a date as determined by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2019.

## 3. CLAUSE 56: BARGAINING UNIT

1. Substitute the existing sub-clause 56 (1) with the following:

“(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 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.”

## 4. CLAUSE 60: HAZCHEM EMPLOYEES

1. Substitute sub-clause 60 (2) with the following:

“(2) For the purposes of this clause, a “HAZCHEM employee” means a driver who is qualified as a Dangerous Goods Driver and holds an appropriate Dangerous Goods Permit and the driver's assistant who accompanies the driver and who are both employed specifically to transport dangerous goods of a company which is registered accordingly to operate as a

transporter of dangerous goods including employees employed in Hazardous Waste Disposal Facilities and employees handling hazardous substances as defined in the Main Collective Agreement. Hazardous Waste Disposal Facility means a disposal and or treatment facility licensed by the Department of Environmental Affairs for the disposal and or treatment of hazardous waste.

- (a) The application of the Hazchem Allowance as per aforementioned definition, will be off-set against any existing allowances / payments made for similar purpose."

## 5. CLAUSE 65: PROVISIONS APPLICABLE TO THE CIT SECTOR

1. Insert a new clause 65A:

### "CLAUSE 65A: EXTENDED BARGAINING UNIT (EBU) EMPLOYEES IN THE CIT SECTOR

#### (1) EBU Process

- (a) Parties agree to the following process on all existing CIT EBU categories:
- (i) The CIT chamber will, under the auspices of the Outstanding Wage Issues Standing Committee, convene within 30 days of this Agreement becoming effective in terms of the Council's Constitution, clause 20.4, to appoint an independent service provider to:
- (a) grade aforementioned positions and provide generic job descriptions for same.
- (b) Establish the existing earning range for the aforementioned with the aim of identifying the applicable MIN at the 25<sup>th</sup> percentile (minimum level) of such ranges.
- (ii) The outcome of such exercise must be reported to the same committee within 6 months of the commencement of the aforementioned process, with the aim of parties making an agreed recommendation to Council on the outcome.
- (b) **BOXROOM MARSHALL GRADING**  
To be graded within 3 months from 3 September 2015. Within 6 months of the commencement of the aforementioned, parties will report to Council on the outcome. Should any party not agree on such outcome, any party may invoke any process in terms of the Council's Constitution and/or the Labour Relations Act.
- (c) **TSO GRADING**  
To be graded as part of the process agreed above and in the interim, overtime to be paid after completion of 195 normal hours.

- (d) Non-CPC Cross pavement 3<sup>rd</sup> man
- (i) The parties agree to a process to be convened within 30 days of this Agreement becoming effective in terms of the Council's Constitution, clause 20.4, in which a committee consisting of employer and employee representatives be established at each CIT company, to attempt to identify relevant criteria, including safety and security considerations, in order to determine the relevant operational requirements for the assignment of a 3<sup>rd</sup> man to an armoured vehicle.
- (ii) Within 6 months of the commencement of the aforementioned, parties will report to Council on the outcome. Should any party not agree on such outcome, any party may invoke any process in terms of the Council Constitution and / or the Labour Relations Act."

## 6. CLAUSE 66: EMPLOYEES OF TEMPORARY EMPLOYMENT SERVICES

1. Substitute sub-clause 66 (6) with the following:

"Prevailing Labour Legislation (including but not limited to the Labour Relations Act, Basic Conditions of Employment Act, Employment Equity Act) regarding temporary employment services will apply."

## 7. PART 10: PROVISIONS APPLICABLE TO PARTICULAR CATEGORIES OF EMPLOYEES

1. Insert a new clause 67A under Part 10:

### "CLAUSE 67A: DUAL DRIVER SYSTEM

- (1) A Dual Driver system is where two drivers are simultaneously engaged, sharing duties on one vehicle whilst out on the same journey.
- (2) The trip will be divided between two drivers and the compulsory rest intervals between shifts, as prescribed in clause 6 of the Main Agreement, must be complied with.
- (3) Each driver will be paid for his/her ordinary and overtime hours worked in terms of clause 3 and clause 10 and as defined in Schedule 2 of the Main Agreement, up to a maximum of 15 hours in any 24 hour period.
- (4) A Dual Driver Subsistence Allowance will be payable, in terms of item 7 Schedule 5 to each driver for the shift worked in accordance with the dual driver system. This allowance will be



paid instead of the standard Subsistence allowance. A driver who does not qualify for the standing Subsistence allowance as per clause 36 of the Main Agreement, will receive the difference between the Dual Driver Subsistence allowance and the standard Subsistence allowance as specified in clause 36 of the Main Agreement.

- (5) This will be off-set against any similar existing payment practices relating to the dual driver work practice. Such payment practices will not reduce as a result of this allowance.
- (6) Both drivers, whether driving or not, will be covered for purposes of workman's compensation (COIDA), for the duration of the trip."

#### 8. PART 11: ADMINISTRATION OF AGREEMENT

1. Insert a new clause 76 under Part 11.

##### **"CLAUSE 76: ENTERPRISE AND SUPPLIER DEVELOPMENT**

- (1) The parties agree to a Task team being established under the auspices of the Council, to be constituted by party representatives and to be facilitated by Commissioner Kaizer Thibedi. At the first meeting of this committee terms of reference and process will be established, which may include the appointment of subject matter experts from, *inter alia*, the Department of Transport, Department of Trade and Industry."

2. Insert a new clause 77 under Part 11

##### **"CLAUSE 77: PROCESSES AND PAYMENT OF EBU EMPLOYEES**

1. The parties agree to refer the extension of the 13<sup>th</sup> cheque payment to Extended Bargaining Unit (EBU) employees to a secondary process, to be initiated within 30 days of this Agreement becoming effective in terms of the Council's Constitution, as per clause 20.4.
2. The aforementioned secondary process will require parties to nominate party members to a Task Team as stipulated in the Council's Constitution, who will appoint an independent service provider. The Task Team will also develop terms of reference for such service provider who, amongst others, will investigate the scope and financial impact of the possible extension of the 13<sup>th</sup> cheque benefit to employees within the existing EBU categories. The findings of such investigation must be presented to Council by not later than 31 March 2018.

3. Upon receipt of the findings and recommendations from the service provider, the parties will convene and deliberate on the service provider's report with the aim to agree on the way forward. Should the parties fail to reach agreement on the way forward by 31 May 2018 a CCMA Facilitator will be appointed to attempt to assist parties on determining the way forward.
4. Should the facilitated process not result in an agreement by 31 August 2018, the following shall apply:
  - (a) By not later than 15 December 2018, a payment equal to one week's basic wage will be made to existing EBU categories up to Patterson Grade B3 or those earning a basic wage of less than R10 000 per month including EBU employees in grades B4 to C1 earning a basic wage of less than R10 000 per month.
  - (b) Subject to the above, such payment will only apply where above mentioned employees do not receive a 13<sup>th</sup> 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 13<sup>th</sup> cheque payment made in 2018."
3. Insert a new clause 78 under Part 11

#### **"CLAUSE 78: OFF-CROP EARNING PROCESS**

A committee will be established under the auspices of the Council to investigate viable alternatives pertaining to off-crop processes. This process shall commence within 30 days of this Agreement becoming effective in terms of the Council's Constitution, clause 20.4, and to be finalised by no later than the expiry date of this Agreement."

### **9. SCHEDULE 4: WELLNESS FUND**

1. Insert a new item 1A.

#### **"1A: WELLNESS**

- (1) The Wellness Committee will engage the current Service Provider on reviewing the existing benefit structure in an attempt to provide alternative options that will address specific needs of those contributing or to investigate any other alternatives in this regard, within the existing contribution rates.

The Wellness Committee will report to EXCO in this regard within 6 months from the Agreement becoming effective in terms of the Council's Constitution, clause 20.4."

## 2. ITEM 8: EXTENSION OF THE WELLNESS FUND

- Number the existing paragraph as (1) and add a new paragraph (2).

"(2) The existing wellness contributions and benefits to be extended from year 2 (1 March 2017), to current EBU categories up to B3, including employees in grades B4 to C1 earning a basic wage of less than R10 000.00 per month, provided that it is optional to aforementioned employees for whom an existing medical / sick benefit is not already a condition of employment."

## 10. SCHEDULE 5: REMUNERATION AND OTHER MONETARY BENEFITS

- Substitute the following for item 1(a)(1):

"(1) From the date of promulgation until 28 February 2017, the minimum rate at which wages in respect of ordinary hours of work shall be paid by an employer to each member of the under mentioned grades of his employees, shall be as follows:

- Weekly Wages:

General Freight and Logistics, Sugar Cane Sector, In-Field Operations, Furniture Removal and CIT:

**TABLE ONE: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:**  
From the date of promulgation until 28 February 2017

1 Category Code	2 Class (As per the categories as defined in schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 New Minimum Wage per Week	6 Across the Board Increase
1 42 3 27	General Worker..... General Worker, repair shop..... Packer/Loader, grade I..... Security Guard.....	1.	A Band A Band A Band A Band	R1 078.35	9%
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1	R1 218.93	9%
7	Medium Motor Vehicle Driver (articulated).....	3.	B2		

8	Medium Motor Vehicle Driver (rigid).....		B2		
44	Artisan Assistant.....		B2		
19	Gantry Crane Operator, grade I.....		B2		
23	Mobile Hoist Operator, grade I.....		B1	R1 502.35	9%
47	Checker, grade II.....		B2		
21	Loader Operator, grade I.....		B2		
20	Gantry Crane Operator, grade II.....		B1		
26	Storeman (workshop).....		B2		
15	Team Leader.....		B2		
10	Heavy Motor Vehicle Driver (articulated).....	4.	B3		
11	Heavy Motor Vehicle Driver (rigid).....		B3		
12	Extra-heavy Motor Vehicle Driver (articulated).....		B3	R1 721.75	9%
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3		
18	Dispatch Clerk.....		B3		
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4		
45	Semi-skilled Artisan.....		B4	R1 996.93	9%
49	Storeman (warehouse).....		B4		
50	Vehicle Guard.....	3.	B2	R2 385.73	9%
41	Security Officer, III.....	6.	B3	R1 988.24	
40	Security Officer, II.....		B3	R2 385.73	9%
39	Security Officer, I.....		B4	R2 385.73	
51	Custodian.....	5.	B4	R2 782.96	9%

(2) Across the board increases of 9% on actual wage shall be awarded to all employees, mentioned in grades 1 to 6 above, who were in the employ of an employer prior to the coming into operation of the above mentioned wage schedule."

2. Substitute the following for item 1. (b):

"1. (b) For the period 1 March 2017 to 28 February 2018 the minimum weekly rate of which wages in respect of ordinary working hours shall be paid by an employer to his employees who are engaged in the under mentioned grades, shall be as follows:

**TABLE TWO: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:  
For the period ending 28 February 2018**

1 Category Code	2 Class (As per the categories as defined in schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 New Minimum Wage per Week	6 Across the Board Increase
1	General Worker.....	1.	A Band		
42	General Worker, repair shop.....		A Band	R1 170.00	8.5%
3	Packer/Loader, grade I.....		A Band		
27	Security Guard.....		A Band		
5	Motorcycle/Motor Tricycle Driver.....	2.	B1		
6	Light Motor Vehicle Driver.....		B1		
2	Checker, grade I.....		B1	R1 322.53	8.5%
22	Loader Operator, grade II.....		B1		
24	Mobile Hoist Operator, grade II.....		B1		
46	Packer/Loader, grade II.....		B1		

7	Medium Motor Vehicle Driver (articulated).....	3.	B2	R1 630.04	8.5%
8	Medium Motor Vehicle Driver (rigid).....		B2		
44	Artisan Assistant.....		B2		
19	Gantry Crane Operator, grade I.....		B2		
23	Mobile Hoist Operator, grade I.....		B1		
47	Checker, grade II.....		B2		
21	Loader Operator, grade I.....		B2		
20	Gantry Crane Operator, grade II.....		B1		
26	Storeman (workshop).....		B2		
15	Team Leader.....		B2		
10	Heavy Motor Vehicle Driver (articulated).....	4.	B3	R1 868.09	8.5%
11	Heavy Motor Vehicle Driver (rigid).....		B3		
12	Extra-heavy Motor Vehicle Driver (articulated).....		B3		
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3		
18	Dispatch Clerk.....		B3		
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4	R2 166.66	8.5%
45	Semi-skilled Artisan.....		B4		
49	Storeman (warehouse).....		B4		
50	Vehicle Guard.....	3.	B2	R2 588.51	8.5%
41	Security Officer, III.....	6.	B3	R2 157.24	8.5%
40	Security Officer, II.....		B3	R2 588.51	
39	Security Officer, I.....		B4	R2 588.51	
51	Custodian.....	5.	B4	R3 019.51	8.5%

3. Substitute sub-items 1. (b) (1) with the following and delete sub-item (2) in its entirety.

“(1) Across the board increases of 8.5% on actual wage shall be awarded to all employees mentioned in grades 1 to 6 above, who were in the employ of an employer prior to 1 March 2017.”

4. Substitute sub-item 1 (c) with the following:

**TABLE THREE: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:**  
For the period ending 28 February 2019

1 Category Code	2 Class (As per the categories as defined in schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 New Minimum Wage per Week	6 Across the Board Increase
1 42 3 27	General Worker..... General Worker, repair shop..... Packer/Loader, grade I..... Security Guard.....	1.	A Band A Band A Band A Band	R1 269.45	8.5%
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 434.94	8.5%
7 8	Medium Motor Vehicle Driver (articulated)..... Medium Motor Vehicle Driver (rigid).....	3.	B2 B2		

44	Artisan Assistant.....		B2		
19	Gantry Crane Operator, grade I.....		B2		
23	Mobile Hoist Operator, grade I.....		B1	R1 768.59	8.5%
47	Checker, grade II.....		B2		
21	Loader Operator, grade I.....		B2		
20	Gantry Crane Operator, grade II.....		B1		
26	Storeman (workshop).....		B2		
15	Team Leader.....		B2		
10	Heavy Motor Vehicle Driver (articulated).....	4.	B3		
11	Heavy Motor Vehicle Driver (rigid).....		B3		
12	Extra-heavy Motor Vehicle Driver (articulated).....		B3	R2 026.87	8.5%
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3		
18	Dispatch Clerk.....		B3		
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4		
45	Semi-skilled Artisan.....		B4	R2 350.82	8.5%
49	Storeman (warehouse).....		B4		
50	Vehicle Guard	3.	B2	R2 808.53	8.5%
41	Security Officer, III.....	6.	B3	R2 340.60	
40	Security Officer, II.....		B3	R2 808.53	8.5%
39	Security Officer, I.....		B4	R2 808.53	
51	Custodian.....	5.	B4	R3 276.17	8.5%

5. Delete the existing sub-items 1 (c) (1) (2) and (3) in its entirety.
6. Renumber the existing sub-item 1 (d) as sub-item 1 (c) and substitute with the following:

"(c) Extended Bargaining Unit Employees (EBU)

- (1) In accordance with the Main Collective Agreement definition of the Bargaining Unit, as provided for in clause 56, across the board increases shall apply to the following EBU employees as follows:

**TABLE ONE: ACROSS THE BOARD INCREASES**  
For the period ending 28 February 2017

Employees	Across the Board Increase
Current EBU up to Patterson Grading B3	9%
Current EBU Patterson Grading B4 to C1	8%

- (2) The across the board increases in table one shall be calculated on actual wage and shall be awarded to all employees mentioned in the said table, who were in the employ of an employer prior to the coming into operation of the wage schedule.

**TABLE TWO: ACROSS THE BOARD INCREASES**  
For the period ending 28 February 2018

Employees	Across the Board Increase
Current EBU up to Patterson Grading B3	8.5%
Current EBU Patterson Grading B4 to C1	7.5%

- (3) The across the board increases referred to in table 2 shall be granted as from 1 March 2017 on actual wage.

**TABLE THREE: ACROSS THE BOARD INCREASES**  
For the period ending 28 February 2019

Employees	Across the Board Increase
Current EBU up to Patterson Grading B3	8.5%
Current EBU Patterson Grading B4 to C1	7.5%

- (4) The across the board increases referred to in table three above shall be granted as from 1 March 2018 on actual wage."

7. Remember the existing sub-item 1 (e) as 1 (d) and substitute with the following:

"(d) Extended Bargaining Unit employees engaged in the Cash-in-Transit Sector

- (1) Across the board increases
- (a) Year one: Period ending 28 February 2017: 8% in respect of all EBU employees up to Paterson Grade C1.
  - (b) Year two: Period ending 28 February 2018:
    - (i) 8% in respect of all EBU employees up to Paterson Grading B3.
    - (ii) 7.5% in respect of all EBU employees between Paterson Grading B4 to C1.
  - (c) Year three: Period ending 28 February 2019:
    - (i) 8.5% in respect of all EBU employees up to Paterson Grading B3.
    - (ii) 7.5% in respect of all EBU employees between Paterson Grading B4 to C1.
- (2) Across the board increases shall be granted on actual wages."

8. Delete the existing sub-item 1 (f) in its entirety.

9. Insert a new sub-item 1 (e):

“(e) The only provisions of this Agreement that shall apply to extended bargaining unit employees shall be the increases referred to above, the provisions of clause 77 only as from December 2018, clause 54, and schedule 4 item 8 (Wellness Fund).”

10. Substitute the following for item 2, Night-shift Allowance:

“(1) The following night-shift allowances shall be payable to employees for whom minimum wages are prescribed:

Category of employee	Period: from date of promulgation to 28 February 2017	Period: from 1 March 2017 to 28 February 2018	Period: from 1 March 2018 to 28 February 2019
Employees who perform more than one hour of night work	An allowance of R8.11 beyond one hour and R1.63 for every hour in excess thereof; or by a reduction of ordinary hours of work	An allowance of R9.01 beyond one hour and R1.81 for every hour in excess thereof; or by a reduction of ordinary hours of work	An allowance of R10.00 beyond one hour and R2.01 for every hour in excess thereof; or by a reduction of ordinary hours of work

11. Substitute the following for item 4: Subsistence and Cross Border Allowance:

“(1) The cross border and subsistence allowance payable in terms of clause 36 of this Agreement must be at least the amount reflected in the table hereunder:

Cross Border Allowance: Period: From date of promulgation until 28 February 2017	Cross Border Allowance: Period: 1 March 2017 to 28 February 2018	Cross Border Allowance: Period: 1 March 2018 to 28 February 2019
(a) R42.03 for each period of absence outside the borders of the Republic of South Africa (b) R25.99 for each of the three daily meal intervals during such absence	(a) R46.94 for each period of absence outside the borders of the Republic of South Africa. (b) R29.02 for each of the three daily meal intervals during such absence.	(a) R52.22 for each period of absence outside the borders of the Republic of South Africa. (b) R32.26 for each of the three daily meal intervals during such absence.
Subsistence Allowance: Period: From date of	Subsistence Allowance: Period: 1 March 2017 to	Subsistence Allowance: Period: 1 March 2018 to 28



promulgation until 28 February 2017	28 February 2018	February 2019
(a) R30.59 for each period of absence within the borders of the Republic of South Africa. (b) R26.47 for each of the three daily meal intervals during such absence.	(a) R33.11. for each period of absence within the borders of the Republic of South Africa. (b) R28.63 for each of the three daily meal intervals during such absence.	(a) R36.19 for each period of absence within the borders of the Republic of South Africa. (b) R31.27 for each of the three daily meal intervals during such absence.

12. Substitute the following for the existing wording in item 6: Dangerous Goods Limitation of Hours Allowance:

"6. The allowance must be paid to Dangerous Goods Drivers in terms of clause 60 of the Main Collective Agreement is

- (a) R76.65 if the client restricts the driver's hours of work to 12 hours or less. This amount to be increases as follows:
- Year 1: (Period ending 28 February 2017)  
R83.54
- Year 2: (Period ending 28 February 2018)  
R90.64
- Year 3: (Period ending 28 February 2019)  
R98.34
- (b) R49.28 if the client restricts the driver's hours of work to 13 hours or less, but not less than 12. This amount to be increases as follows:
- Year 1: (Period ending 28 February 2017)  
R53.71
- Year 2: (Period ending 28 February 2018)  
R58.27
- Year 3: (Period ending 28 February 2019)  
R63.22
- (c) R27.38 if the client restricts the driver's hours of work to 14 hours or less, but not less than 13. This amount to be increased as follows:
- Year 1: (Period ending 28 February 2017)  
R29.85
- Year 2: (Period ending 28 February 2018)  
R32.38
- Year 3: (Period ending 28 February 2019)  
R35.13"

13. Insert a new item 7: Dual Driver Subsistence:

"7. Dual Driver Subsistence

(1) The dual driver subsistence shall be as follows:

Year 1: (Period 28 February 2017)

R190.00 per day (3 meal allowances of R23.48 each and base portion of R120.00 per shift).

Year 2: (Period 28 February 2018)

R204.00 per day (3 meal allowances of R25.83 each and base portion of R126.51 per shift).

Year 3: (Period 28 February 2019)

R218.00 per day (3 meal allowances of R27.89 each and base portion of R134.33 per shift)."

(A driver who does not qualify for the standard subsistence allowance as per clause 36 of the Main Collective Agreement, will receive the difference between the Dual Driver Subsistence Allowance and the standard subsistence allowance as specified in clause 36 of the Main Collective Agreement).

14. Insert a new item 8 under schedule 5: Abnormal Loads in excess of 150 000 kg grading:

"8. Abnormal loads in excess of 150 000 kg grading

(1) The parties will appoint and brief an independent company other than PE Corporate Services within 30 days after the signing of this agreement, in order to review the grading outcome of the driver category which relates to operating vehicles with a gross vehicle mass of 150 000 kg or more. This process must be concluded prior to 1 March 2016.

(2) The appointed company's grading outcome will be accepted by the parties.

(3) Should the aforementioned outcome confirm PE Corporate's grading outcome of B5, this will become effective upon implementation of this Agreement.

(4) Should the appointed company's review conclude that the applicable driver positions should be at a higher grade than found by PE Corporate the parties will:

(a) Implement the higher grade upon implementation of this agreement.

(b) The minimum of this new grade will be set at the 25<sup>th</sup> percentile minimum reflected in the applicable range."

15. Insert a new Item 9 under schedule 5: Petroleum Driver Grading:

The parties will appoint and brief an independent service provider within 30 days after this Agreement becoming effective in terms of the NBCRFLI Constitution, clause 20.4, to grade the Petroleum Driver job and must be completed by no later than the expiry of this Agreement.

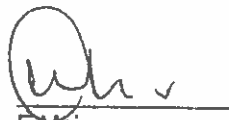
16. Insert a new Schedule 7: Extended Bargaining Unit Employees:

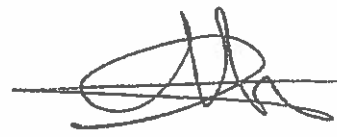
**"SCHEDULE 7: EXTENDED BARGAINING UNIT EMPLOYEES**

Class	Grade	Class	Grade
Receptionist .....	B1	Assistant / Junior Controller...	B3/4
Chemical Cleaners .....	B1		
Administration/Clerk Grade 1 .....	B1		
Storage Co-ordinators / Administrator.....	B2	Personal Assistant.....	B4
Data Capturer.....	B2	H/R Clerk / Administrator.....	B4
Administrator / Clerk Grade II.....	B2	Operations Administrator.....	B4
		Fleet/Transport Administrator.	B4
		IT Administrator / Help Desk...	B4
		Team Leaders Generic, supervising B3 and lower positions .....	B4
		Administrator/Clerk Grade 4...	B4
Debrief / DC / POD Clerk.....	B3	Branch Administrator .....	C1
Financial Clerk / Administrators, including Debtors, Creditors, General Ledger and Cashbook Clerks.....	B3	Driver Trainer .....	C1
Payroll Clerk/Administrator .....	B3		
Planning Clerk/Workshop/Technical Administrator.....	B3		
Administrator: Tracking.....	B3		
Warehouse Clerk/Administrator.....	B3		
Administrator/Clerk Grade III.....	B3		

Signed at Johannesburg for and on behalf of the parties to the Council on this 10<sup>th</sup> day of December 2015.

  
Z Manlala  
Chairperson of the  
Council

  
F Meier  
Deputy-Chairperson of  
the Council

  
M Ndlovu  
National Secretary  
of the Council