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6 January 2012

**LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICES****NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS  
INDUSTRY: MAIN COLLECTIVE AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice Nos. R 432 and R 433 of 18 February 2011, with effect from 16 January 2012.

MN OLIPHANT  
MINISTER OF LABOUR

No. R3

6 January 2012

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UKUHOXISWA KWEZAZISO ZIKAHULUMENI**

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI BEMBONI YOKUHLELWA KOKUTHUTHWA KANYE NOKUTHUTHWA  
KWEMPAHLA EMGWAQWENI : ISIVUMELWANO ESIYINGQIKITHI SABAQASHI  
NABASEBENZI**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngihoxisa iZaziso zikahulumeni ezinguNombolo R. R 432 no R. 433 zomhla-ka 18 kuNhlolanja 2011 kusukela mhla-ka 16 kuMasingana 2012.

MN OLIPHANT

UNGQONGQOSHE WEZABASEBENZI



**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) 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 16 January 2012 and for the period ending 28 February 2013.

**MN OLIPHANT****MINISTER OF LABOUR**

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI BEMBONI YOKUHLELWA KOKUTHUTHWA KANYE  
NOKUTHUTHWA KWEMPAHLA EMGWAQWENI: UKWELULELWA  
KWESIVUMELWANO ESIYINGQIKITHI SABAQASHI NABASEBENZI  
KULABO ABANGEYONA INGXYENYE YASO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Bemboni Yokuhlelwa Kokuthuthwa Kanye Nokuthuthwa Kwempahla Emgwaqeni, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela mhlaka. 16 kuMasingana 2012 kuze kube ngu 28 kuNhlolanja 2013.

**MN OLIPHANT**

**UNGQONGQOSHE WEZABASEBENZI**

**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY  
(NBCRFLI)**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the -

**ROAD FREIGHT EMPLOYERS' ASSOCIATION (RFEA)**

(referred to in this Agreement as the "employers" or the "employers' organisation")

and the

**MOTOR TRANSPORT WORKERS' UNION (MTWU)**

**PROFESSIONAL TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH AFRICA (PTAWU)**

**SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)**

**TRANSPORT AND ALLIED WORKERS' UNION (TAWU)**

(referred to in this Agreement as the "employees" or the "trade unions").

being the parties to the National Bargaining Council for the Road Freight and Logistics Industry.

**National Bargaining Council for the Road Freight and Logistics Industry (NBCRFLI)  
Main Collective Agreement**

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**PART 1: APPLICATION AND DURATION OF AGREEMENT**

**1. Application of Agreement**

- (1) This Agreement applies in the Road Freight and Logistics Industry in the Republic of South Africa.
- (2) Subject to sub-clause (3), this Agreement is binding on –
  - (a) all employees for whom minimum wages are prescribed in Schedule 5 to this Agreement and who are members of the trade union parties to this Agreement;
  - (b) all employers of employees for whom minimum wages are prescribed in Schedule 5 to this Agreement and who are members of the employers' organisation that is a party to this Agreement;
  - (c) other categories of employees, for whom minimum wages are not prescribed but qualify for the across the board increases as per Schedule 5. Trade union subscriptions prescribed in clause 54 and expenses of the Council prescribed in clause 69 shall be applicable to employees referred to in this sub-clause; and
  - (d) Employees for whom minimum wages are not prescribed and do not qualify for the across the board increases as per Schedule 5 insofar as trade union subscriptions prescribed in clause 54 are 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.

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- (6) The extension of this Agreement to non-parties in terms of Section 32 of the Act will not include the provisions of clause 73 (1) of this Agreement.

**2. Duration of Agreement**

- (1) This Agreement becomes binding on the employers and employees referred to in Clause 1(2) once it is extended by the Minister of Labour in terms Section 32 of the Act from a date determined by the Minister.
- (2) This Agreement will remain in force until 28 February 2013.

**PART 2: HOURS OF WORK**

**3. Ordinary hours of work:**

- (1) The ordinary hours of work of an employee may not exceed 45 in any week.
- (2) Subject to sub-clause (1), ordinary hours of work per day may not exceed –
- (a) nine hours for employees who work a five-day week;
  - (b) eight hours for employees who work a six-day week, provided that an employee's ordinary hours of work may not exceed five hours on a Saturday.
- (3) Ordinary hours of work do not include meal intervals provided for in terms of clause 5.

**4. Working Days**

- (1) Regular daily working day times will be set and regulated by individual employers.
- (2) An employer may only change the commencement time of a regular working day –
- (a) involving non-vehicle crew employees who have been in the employ of the employer on the same working day configuration for 26 weeks or longer, if the employer has notified and consulted the employees, or their union representative, on the change at least seven days in advance; and
  - (b) for all other employees, if the employer has given the affected employees prior verbal notice of the change of at least 12 hours.
- (3) An employer may change the working week commencement day and time of an employee by giving that employee at least 72 hours written notice of the change.

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- (4) Subject to the meal intervals prescribed in clause 5, all hours worked by employees, other than temporary employees of a temporary employment service, on any day must be consecutive and must be regarded as one (1) completed working day.

**5. Meal and rest intervals**

- (1) Subject to sub-clauses (2) and (3), an employer must give an employee who works continuously for more than five hours, a meal interval of not less than one hour. For the purposes of this sub-clause, work is continuous unless it is interrupted by an interval of at least 60 minutes.
- (2) The period of five hours referred to in sub-clause (1) may be extended to not more than seven hours for the purpose of loading or unloading a vehicle.
- (3) The meal interval may be reduced by written agreement between the employer and employee to not less than –
- (a) half an hour; or
  - (b) 15 minutes, in the case of a second meal interval on any day.
- (4) An employee may not be required or permitted to perform any work during a meal interval.
- (5) A meal interval does not form part of the ordinary hours of work or overtime, unless –
- (a) the meal interval is longer than one and a quarter hours in which case all time in excess of one and a quarter hours is deemed to be time worked;
  - (b) by reason of overtime worked, the meal interval is the second meal interval of the day.
- (6) An employer must allow an employee a rest interval of at least ten minutes as near as practicable to the middle of the first work period of each day. An employee may not be required or permitted to perform any work during a rest interval. This interval is deemed to be part of the ordinary hours of work of an employee.
- (7) The provisions of this clause do not apply to security guards. However, any meal interval given to a security guard is deemed to be part of the guard's ordinary hours of work.
- (8) Sub-clause (6) does not apply to a driver or to an employee who accompanies or assists a driver on a vehicle while the vehicle is not at the employer's premises.

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**6. Daily rest period**

- (1) An employer must allow an employee at least nine consecutive hours for rest in any period of 24 hours, calculated from the time the employee commences work on any day.

**7. Emergency services**

Clauses 4(3), 5 and 6 will not apply to the performance of emergency services.

**8. Compressed working week**

- (1) Subject to sub-clauses (2) and (3), and after giving at least 72 hours' written notice to an employee, an employer may require the employee to work up to 15 hours a day, inclusive of meal intervals, without overtime pay.
- (2) An employer may not require an employee to work a compressed working week for more than two consecutive weeks in a five week period.
- (3) An employer may not require or permit an employee to work –
- (a) more than 45 ordinary hours of work in any week;
  - (b) more than 30 hours of overtime in any week; or
  - (c) during the rest intervals specified in clause 6.
- (4) An employer who intends implementing a compressed working week scheme must –
- (a) immediately notify the National Secretary of the Council in writing of the anticipated date of implementation and approximate duration of the scheme; and
  - (b) retain copies of all notices issued to employees in terms of sub-clause (1) for a period of three years.
- (5) In order to calculate the number of working days worked in a compressed week, an employer must take the total number of ordinary hours worked in a week and must credit an employee with one working day for every nine ordinary hours worked, up to a maximum of five (5) working days per week. A part of an hour worked is deemed to be a full hour.

**9. Averaging of hours of work**

- (1) An employer and an employee may conclude a written agreement to average an employees' ordinary hours of work and overtime over a period of up to five weeks.

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- (2) An employer may not require or permit an employee to work more than –
    - (a) an average of 45 ordinary hours of work a week during the period of averaging;
    - (b) an average of 30 hours of overtime a week over the averaged period.
  - (3) An employer must adhere to the rest intervals specified in clause 6.
  - (4) An employer who has entered into an agreement with employees to implement an averaging of hours of work scheme must –
    - (a) immediately notify the National Secretary of the Council in writing of the date of implementation and the duration of the scheme; and
    - (b) retain for a period of three years, copies of all agreements entered into with employees in terms of sub-clause (1).
  - (5) Subject to sub-clause (6), an employer must credit an employee with five (5) working days for each week during which an averaging of hours of work scheme is operative.
  - (6) An employer may deduct one (1) working day for each day that the employee is absent from work for reasons not specified in the proviso to the definition of "working day".

**10. Limitation of overtime work**

- (1) Subject to sub-clause (2), an employer may not require or permit an employee to work overtime for more than –
  - (a) 6 hours on any day, except Saturdays;
  - (b) 30 hours in any week from Monday to Saturday, inclusive.
- (2) With the exception of the performance of emergency services, the maximum hours of work on any day may not exceed 15, including ordinary hours of work, overtime hours and meal intervals specified in this Agreement.

**11. Overtime work**

- (1) If an employee works overtime, an employer must –
  - (a) pay the employee not less than one and a half times the employee's hourly wage in respect of the total period of overtime worked; or
  - (b) grant the employee time off in lieu of overtime payment.

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- (2) If an employee is absent from work without the consent of the employer during any of the ordinary hours of work on a normal working day, the ordinary hours that the employee did not work may be deducted from the overtime hours worked in that week.
- (3) Sub-clause (2) does not apply to an employee who is absent from work due to circumstances beyond the employee's control. However, an employer may request an employee who is absent on account of sickness to produce a medical certificate as proof of the cause of absence.
- (4) An employee from whom a deduction is made in terms of sub-clause (2) may appeal, on good cause shown, to the Council which, after due consideration of all relevant facts, must either uphold or deny the appeal.

**12. Time off in lieu of overtime payment**

- (1) An employer who grants an employee time off in lieu of overtime payment may either –
  - (a) pay the employee at a rate of not less than the ordinary basic wage for the overtime worked and grant the employee at least 30 minutes' paid time off in respect of each hour of overtime worked; or
  - (b) give the employee at least 90 minutes' paid time off for every hour of overtime worked.
- (2) An employer who intends implementing a scheme of paid time off in lieu of payment for overtime worked must –
  - (a) give the affected employees at least 72 hours' written notice;
  - (b) immediately notify the National Secretary of the Council in writing of the anticipated date of implementation and approximate duration of the scheme.
- (3) The paid time off referred to in sub-clause (1) –
  - (a) may not be granted during a compressed working week;
  - (b) must be granted within 30 days of an employee becoming entitled to that paid time off; or
  - (c) with the written agreement of the employee, must be granted within 52 weeks of the employee becoming entitled to that paid time off.
- (4) The employer must, for a period of three years, retain copies of –
  - (a) all notices issued in terms of sub-clause 2 (a); and
  - (b) all agreements entered into in terms of sub-clause (3) (c).

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**13. Calculation of overtime**

- (1) Overtime in respect of a weekly paid employee is calculated on the basis of the weekly total of overtime worked, with a fraction of an hour rounded up or down to the nearest full half-hour: provided that overtime in respect of a relief employee must be calculated on the wage specified in clause 62 read with Schedule 5, including the additional premium of 10%.
- (2) An employer must pay an employee who works overtime on emergency services at a rate of not less than double the employee's weekly wage, divided by 45, in respect of each hour or part of an hour worked.

**14. Sunday work**

- (1) Whenever an employer requires an employee to work on a Sunday, the employer must—
  - (a) pay the employee not less than double the hourly rate prescribed for the employee's class for each hour, or part thereof, worked; or
  - (b) grant the employee paid time off in lieu of payment for Sunday work.
- (2) In calculating the pay due to an employee who is required to work on a Sunday —
  - (a) an employee who works less than six hours is deemed to have worked for six hours;
  - (b) if a working day worked falls partly on a Sunday and partly on another day, the whole day is deemed to have been worked on the Sunday, unless the greater portion of the day was worked on the other day, in which case the whole day is deemed to have been worked on that other day.
- (3) An employer who intends implementing a scheme of paid time off in lieu of Sunday pay must —
  - (a) give the affected employees written notice of 72 hours;
  - (b) notify the National Secretary of the Council in writing of the anticipated date of implementation and approximate duration of the scheme;
  - (c) retain copies of all notices issued to employees in terms of paragraph (a) for a period of three years after issue; and
  - (d) retain copies of all agreements entered into in terms of sub-clause (5) (b) for a period of three years.
- (4) An employer who implements a scheme of paid time off in lieu of Sunday pay must grant an employee who works on a Sunday paid time off equivalent to the difference in value



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between the pay actually received by the employee for working on the Sunday and the pay to which that employee is entitled in terms of sub-clause (1).

- (5) An employer must grant paid time off in terms of sub-clause (4) within –
  - (a) 30 days of the employee becoming entitled to the paid time off; or
  - (b) with the written agreement of the employee, within 52 weeks of the employee becoming entitled to the paid time off.
- (6) Paid time off in lieu of payment for time worked on a Sunday may not be granted during a compressed working week.

**15. Work on public holidays**

- (1) If a public holiday falls on a day on which an employee would ordinarily work, an employer must –
  - (a) pay an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day; and
  - (b) pay an employee who does work on the public holiday –
    - (i) double the wage the employee would ordinarily have received for work on that day; or
    - (ii) if it is greater, the amount the employee would ordinarily have received for work on that day, plus double the amount earned by the employee for each hour, or part thereof, worked on that day; or
  - (c) grant an employee who works on the public holiday paid time off in lieu of public holiday pay, in which case the provisions of sub-clauses (3) – (6) of clause 14 apply, with the necessary changes.
- (2) An employee who works on a public holiday must be credited with one (1) working day.
- (3) An employee may not insist on working on a public holiday.
- (4) If a public holiday falls on a Sunday, the following Monday is regarded as a public holiday and if the Day of Goodwill falls on a Monday, the following Tuesday is regarded as a public holiday.
- (5) An employee's period of annual leave must be extended by one day for each public holiday that falls within the period of leave and the employer must –
  - (a) pay the employee his or her ordinary wage for each public holiday in addition to the leave pay that is due to the employee; and

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(b) credit the employee with one (1) working day in respect of each public holiday for the purposes of calculating the employee's qualifying period for annual leave during the following year.

(6) Sub-clause 1 (a) does not apply to relief employees.

## 16. Night work

- (1) An employer may only require or permit an employee to perform night work, if the employee –
- (a) is paid a night work allowance, specified in Schedule 5; and
  - (b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's working day.
- (2) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must –
- (a) inform the employee in writing, or orally, if the employee is not able to understand a written communication, in a language that the employee understands –
    - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
    - (ii) of the employee's right to undergo a medical examination in terms of paragraph (b);
  - (b) at the request of the employee, enable the employee to undergo a medical examination by a doctor designated and paid for by the employer, concerning possible health and safety hazards –
    - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
    - (ii) at appropriate intervals while the employee continues to perform such work.
  - (c) transfer the employee to suitable day work within a reasonable time if –
    - (i) the employee suffers from a health condition associated with the performance of night work; and
    - (ii) it is practicable for the employer to do so.
- (3) The record of a medical examination performed in terms of this clause must be kept confidential and may be made available only –
- (a) in accordance with the ethics of medical practice;
  - (b) if required by law or court order; or
  - (c) if the employee has in writing consented to the release of that information.

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- (4) For the purposes of sub-clause (2), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.
- (5) An employee who receives a subsistence allowance does not also qualify for a night shift allowance.

**17. Overall limitation of hours of work**

An employer may not require or permit an employee to work more than 90 hours in any week, inclusive of ordinary hours of work, overtime hours and hours worked on a Sunday or public holiday.

**PART 3: LEAVE**

**18. Annual Leave**

- (1) In this clause, the annual leave cycle means the period of 12 months employment with the same employer immediately following -
- (a) the employee's commencement of employment; or
  - (b) the end of the employee's previous annual leave cycle.
- (2) An employee will qualify for leave in accordance with his/her years of service with an individual company in the following manner:
- (a) Less than 5 years completed continuous service 21 consecutive days; or
  - (b) 5 years completed continuous service, but less than 10 years 23 consecutive days; or
  - (c) 10 years and longer completed continuous service 26 consecutive days.
- (3) Every employer shall pay as contributions to the Leave Pay Fund by not later than the 20<sup>th</sup> day of each month, in respect of every employee, employed by him/her during the preceding month, calculated as follows:
- (a) employees with less than 5 years continuous service 25% of the normal basic weekly wage earned;
  - (b) employees with 5 years completed service but less than 10 years continuous service 28.34% of the normal basic weekly wage; and
  - (c) employees with 10 years and longer completed service 33.3% of the normal basic wage.

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- (4) Annual leave must be granted and taken at a time to be fixed by the employer –
    - (a) Within four months after the completion of a leave cycle; or
    - (b) By written agreement between employer and employee, within a further two months after the four months period provided for in paragraph (a).
  
  - (5) Annual leave may be taken up to two months before the completion of the annual leave cycle –
    - (a) By agreement between the employer and the employee; or
    - (b) If the exigencies of the employer's business require that leave be taken early.
  
  - (6) An employer that requires an employee to take leave before an annual leave cycle is completed must –
    - (a) grant the employee the full period of leave that the employee would have been entitled to on completion of the leave cycle; and
    - (b) pay the employee in full for that period of leave.
  
  - (7) If the employment of an employee who is required to take leave in terms of sub-clause (6) terminates before the completion of the annual leave cycle, the employer may set-off any leave granted that had not accrued to the employee at the time of termination against any remuneration due to the employee.
  
  - (8) Annual leave may not run concurrently with any period –
    - (a) of sick leave granted in terms of clause 19; or
    - (b) of notice of termination of employment in terms of clause 40.
  
  - (9) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave granted on full pay to the employee at the employee's written request during the leave cycle; however, an employee must be granted at least two consecutive week's annual leave each year.
  
  - (10) During an employee's annual leave, the employee may not be required or permitted to–
    - (a) perform the employee's normal work; or
    - (b) work elsewhere in the Industry.
  
  - (11) No deductions may be made from leave pay to set-off money owing to an employer by an employee, subject to the provisions of clause 40 (2) (b).

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**19. Sick and Absence Fund**

- (1) Every employer shall pay contributions to the Sick Leave Fund by not later than the 20<sup>th</sup> of each month, in respect of each employee employed by him/her.
- (2) Contributions are payable to the Council irrespective of the number of days that an employee has worked during a specific month, subject to the provisions of clause 24(2) and (3).
- (3) In this clause "sick-leave cycle" means the period of 36 months of employment with the same employer immediately following –
  - (a) an employee's commencement of employment; or
  - (b) the completion of such employee's previous sick-leave cycle.
- (4) During every sick-leave cycle, an employee is entitled to an amount of paid sick leave equal to 36 working days.
- (5) Notwithstanding sub-clause (4), during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- (6) During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause (4) by the number of days of sick leave taken in terms of sub-clause (5).
- (7) Subject to sub-clause (4), the Council must pay an employee a day's sick leave equal to the wage the employee would ordinarily have received for work on that day within 48 hours after receipt of a valid application.
- (8) The Council is not required to pay an employee occasional sick leave in terms of sub-clause (7) if –
  - (a) An employee has been absent from work for more than two consecutive working days or on more than two occasions during an eight-week period; and
  - (b) the employee fails to produce a medical certificate stating that the employee was unable to work for the duration of that period of absence on account of sickness or injury, when requested by the employer to do so.
- (9) The medical certificate referred to sub-clause (8) must be issued and signed by a medical practitioner or any person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

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- (10) If it is not reasonably practical for an employee who lives on the employer's premises to obtain a medical certificate, the Council may not withhold payment in terms of sub-clause (7) unless the employer provides suitable assistance to the employee to obtain the certificate.
- (11) Sick Leave Bonus Payments
- (a) On completion of the three year cycle after commencing employment or from the date that the previous sick leave cycle expires, Council shall pay a sick leave bonus to an employee based on contributions received less sick leave days paid to that employee during the preceding 3 year sick leave cycle.
- (b) An employee who leaves his/her employment shall be entitled to pro rata payment based on contributions received less sick leave days paid to that employee during his/her period of employment.
- (12) Sick leave applications and medical certificates, if applicable, must reach Council within 5 working days after an employee returned to work.

**20. Inability to work due to an occupational accident or disease**

An absence due to an inability to work caused by an accident or occupational disease as defined in the Compensation for Occupational Injuries and Diseases Act, 1993, does not form part of the sick leave to which an employee is entitled in terms of clause 19 except in respect of any period during which no compensation is payable in terms of the Compensation for Occupational Injuries and Diseases Act, 1993.

**21. Study leave**

- (1) An employer must grant employees, other than relief employees and temporary employees of a temporary employment service, paid study leave of not less than two working days per course up to a maximum of four subjects per year. The granting of study leave is subject to the following conditions –
- (a) the course must be approved by the employer;
- (b) the course must be accredited by the Transport Education and Training Authority or any other SETA;
- (c) the study leave granted must include the day on which the examination is written;  
and
- (d) the employee must pass the examination.

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- (2) If the conditions set out in paragraphs (a) and (b) of sub-clause (1) have been met, the employer must provisionally –
  - (a) grant the study leave;
  - (b) credit the employee with one working day for each day of study leave; and
  - (c) pay the employee his or her or his normal wage for the two days on the first pay day following the examination.
- (3) On receipt of the examination results the employee must immediately furnish the employer with a copy thereof.
- (4) If an employee fails the examination, the employer may –
  - (a) recover the provisional payment made in terms of sub-clause (2) from the employee's wage; and
  - (b) deduct working days credited in terms of sub-clause (2).

## **22. Family responsibility leave**

- (1) For the purposes of this clause-
  - (a) an "immediate family member" means an employee's spouse or life partner, child, adopted child, grandchild, parent, adoptive parent, grandparent, sibling or the biological or adoptive parent of an employee's spouse or life partner;
  - (b) "life partner" means a person who is a party to a heterosexual or homosexual relationship with the employee that is intended to be permanent, exclude any other person and involves cohabitation.
- (2) An employer must grant an employee, including a part-time employee, up to a maximum of five working days leave per year on full pay for the following occurrences –
  - (a) the death or serious illness of an immediate family member;
  - (b) the birth of a child of which the employee is the biological father.
- (3) The employee must provide his or her employer with satisfactory proof of each occurrence in the form of a death, medical or birth certificate as the case may be.
- (4) If an employer does not accept proof of an occurrence, the employee may, on good cause, appeal to the Council. After considering all relevant facts, the Council may either uphold or reverse the employer's decision.
- (5) An employee must be credited with one working day for each day of leave granted in terms of sub-clause (2).

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**23. Maternity leave**

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (2) An employee who has completed at least 6 months unbroken service with the employer as a class of employee specified in Schedule 5 in respect of whom minimum wages are prescribed is entitled to be paid 33 per cent of her normal basic wage while on maternity leave. This amount must be paid by the employer weekly on the usual pay day.
- (3) An employee may commence maternity leave –
  - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
  - (b) on a date from which a medical practitioner or midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (4) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (5) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child, is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (6) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
  - (a) commence maternity leave; and
  - (b) return to work after maternity leave.
- (7) Notification in terms of sub-clause (6) must be given –
  - (a) at least four weeks before the employee intends to commence maternity leave; or
  - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (8) An employer may not require or permit an employee to work during maternity leave.
- (9) An employee who returns to work after a period of maternity leave is entitled to resume work in the same capacity and on the same terms and conditions that applied to her immediately prior to taking maternity leave if she –
  - (a) returns to work within five months of the commencement of maternity leave; or



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- (b) furnishes a medical certificate confirming the need for further leave of absence to her employer.

**PART 4 - BENEFIT FUNDS**

**24. Continuation of benefit funds**

- (1) The following funds are hereby continued –
- (a) the Leave Pay Fund established under Government Notice No. R.41 of 15 January 1971;
  - (b) the Holiday Pay Bonus Fund established under the provisions of the Agreement published under Government Notice No. R.41 of 15 January 1971;
  - (c) the Sick Fund established under Government Notice No. R.1238 of 12 June 1953 and continued and renamed as the Sick and Absence Fund under Government Notice No. R.559 appearing in Government Gazette 30041 of 6 July 2007.
- (2) The calculation and payment of benefit funds which includes the Leave Pay Fund, Holiday Pay Bonus Fund and the Sick and Absence Fund will no longer be linked to 252 shifts;
- (3) An employer is required to pay contributions in respect to all benefit funds to the Council as prescribed. An employer is entitled to submit a claim against a portion of contributions of an employee during any specific month as a result of the employee's unauthorised absence, as defined. Such claim must be in writing and accompanied by sufficient proof.

**25. General provisions on contributions to benefit funds and claims from benefit funds**

- (1) In respect of contributions due in terms of the benefit funds listed in clause 24, employers must –
- (a) effect payment by no later than the 20<sup>th</sup> of each month;
  - (b) effect payment to the National Secretary of the Council;
  - (c) submit to the National Secretary of the Council, by no later than the 20th day of the following month, a monthly return prescribed by the Council for this purpose.

**26. General provisions on the administration of benefit funds**

- (1) All money paid into any of the benefit funds referred to in clause 24, must be deposited in a special bank account to be operated for and in the name of that benefit fund.

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- (2) Any money in a benefit fund that is not required for immediate use may be invested by the Council from time to time in terms of section 53 (5) of the Act.
- (3) Income earned on invested money accrues to the Council.
- (4) Any contribution paid to a benefit fund, which is not claimed or otherwise legally disposed of within five years of receipt of that contribution will be forfeited to the general funds of the Council.
- (5) In respect of each benefit fund, the Council must appoint a registered auditor to –
  - (a) audit the accounts of the relevant benefit fund at least once a year; and
  - (b) prepare a statement showing all money received and expenditure incurred under all headings for the financial year to the end of February together with a balance sheet showing the assets and liabilities of the fund as at that date.
- (6) The audited statement and balance sheet of each benefit fund, countersigned by the Chairperson of the Council, together with any reports made thereon by the auditor –
  - (a) must lie for inspection at the offices of the Council; and
  - (b) a certified copy thereof must be transmitted to the Registrar of Labour Relations within three months of the close of the period covered thereby.
- (7) In the event of the dissolution of the Council, or the Council ceasing to function, during the currency of this Agreement, the Registrar of Labour Relations may appoint a committee, or committees, consisting of an equal number of representatives of employers and employees in the Industry for the purpose of administering the benefit funds.
- (8) Any vacancies occurring on the committee or committees referred to in sub-clause (7), may be filled by the Registrar of Labour Relations from among representatives of employers or employees in the Industry, as the case may be. Where the committee is unable or unwilling to discharge its duties, the Registrar may appoint one or more trustees to administer the relevant benefit fund. The committee, or trustee or trustees so appointed must have the powers vested in the Council for the purposes of administering that fund.
- (9) If there is no Council in existence upon the expiration of this Agreement, the benefit funds must either –
  - (a) continue to be administered by the committee or trustee or trustees functioning at the time and any amount remaining to the credit of a particular fund must be

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distributed in terms of section 59 (5) of the Act as if it formed part of the general funds of the Council;

(b) be wound-up in terms of clause 27.

(10) In the event of the Council incorrectly making payment to an employee or an employer from a benefit fund as a result of the employer's failure to comply with any of the provisions of this Agreement, or as a result of an error by any person, the Council may invoke the provisions of the Exemptions and Dispute Resolution Collective Agreement to recover the amount incorrectly paid.

(11) If the incorrect payment referred to in sub-clause (10) was occasioned by a fault or error on the part of the employer, the employer will be liable for all costs incurred by the Council in recovering the amount.

**27. Winding-up of benefit funds**

(1) A benefit fund must be wound up if –

(a) this Agreement, or of any extension or renewal of this Agreement, expires by efflux of time or any other cause; and

(b) within a 12 month period from the date of such expiry –

(i) a subsequent Agreement of the Council providing for the continuation of that benefit fund has not been negotiated; or

(ii) the benefit fund is not transferred by the Council to any other fund established for the same purpose as that benefit fund.

(2) A benefit fund must be administered by the Council –

(a) in the 12 month period referred to in sub-clause (1) (b); or

(b) in the relevant lesser period if a subsequent Agreement is entered into or the fund is transferred to another fund as envisaged by sub-clause (1) (b).

(3) If there is no Council in existence upon the expiry of this Agreement, the benefit fund must be wound-up immediately.

(4) Upon winding-up of a benefit fund, the money remaining to the credit of that fund must –

(a) first be used to pay all claims against the fund, including administration and winding-up expenses;

(b) if the Council is still in existence, the remainder of the money must be paid into the general funds of the Council;

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- (c) if the Council is no longer in existence, and the affairs of the Council have already been wound up and its assets distributed, any money remaining to the credit of the fund must be distributed in terms of section 59(5) of the Act as if they formed part of the general funds of the Council.

**28. Administrative provisions on payments out of the Leave Pay Fund and the Holiday Pay Bonus Fund**

- (1) An employer must each year, at least 15 days before the completion of an employee's annual leave cycle prescribed in clause 18(1) complete in triplicate a Leave Pay Advice Voucher in the form specified by the Council for this purpose (Annexure A6), and –
- (a) retain one copy;
  - (b) hand one copy to the employee;
  - (c) forward one copy to the National Secretary of the Council together with any Leave Pay Fund contributions in respect of that employee for the relevant annual leave cycle that have not been paid to the Council; and
  - (d) occasional Leave Pay Fund applications must reach Council at least 5 working days before the employee commences on leave.
- (2) Payment of leave pay by the Council, is subject to –
- (a) the employee completing the annual leave cycle referred to in clause 18 (1);
  - (b) the Council holding money to the credit of the employee in the Leave Pay Fund; and
  - (c) the employer lodging an application for payment with the National Secretary of the Council in accordance with sub clause (1).
- (3) On receipt of an application in terms of this clause, the Council must pay an amount equal to the leave pay contributions received by the fund during the annual leave cycle for that employee.
- (4) The payment of leave pay must be made when the employee proceeds on leave, either –
- (a) to the employee directly; or
  - (b) with the agreement of the employee and the employer, to the employer for onward payment to the employee.
- (5) Council must pay a holiday pay bonus (13<sup>th</sup> cheque) to each employee during December of each year, subject to –
- (a) the Council holding money to the credit of the employee in the holiday pay bonus fund.

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**29. Leave Pay Fund**

- (1) Contributions to the Leave Pay Fund –
- (a) must be paid in respect of every employee employed by the employer in grades 1 – 6 during the preceding month;
  - (b) are calculated as follows:
    - (i) employees with less than 5 years continuous service 25% of the normal basic weekly wage earned;
    - (ii) employees with 5 years completed service but less than 10 years continuous service 28.34% of the normal basic weekly wage; and
    - (iii) employees with 10 years and longer completed service 33.3% of the normal basic weekly wage.
  - (c) contributions are payable to the Council irrespective of the number of days that an employee has worked during a specific month, subject to the provisions of clause 24(2) and (3).
- (2) In lieu of the contributions due in terms of sub-clause (1), the following employers may pay each specified employee an amount based on the formula set out in sub-clause (3) –
- (a) a temporary employment service in respect of temporary employees;
  - (b) an employer of part-time employees working less than 15 hours per week; or
  - (c) an employer of relief employees who have been employed for more than 90 days in a 52-week period.
- (3) The formula to be applied for payment in lieu of contributions to the Leave Pay Fund is, in respect of every ordinary hour of work or part of an hour worked in each job category-
- $$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$
- (4) An employer of a part-time employee who works an average of 15 or more ordinary hours per week must, in respect of the contributions due in terms of sub-clause (1), base the calculation on the employee's normal basic weekly wage using the following formula-
- $$\text{Normal basic weekly wage} = \frac{\text{Total basic weekly wage due for month}}{1} \times \frac{3}{13}$$

**30. The Holiday Pay Bonus Fund**

- (1) Subject to this clause all employees in the Industry are entitled to a guaranteed 13<sup>th</sup> cheque equal to 4.33 weeks of annual basic earnings payable after 12 months continuous service with one employer. The 13<sup>th</sup> cheque will be paid directly to employees during December every year and will be prorated during the first year of service. Contributions to the Holiday Pay Bonus Fund –

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- (a) must be paid in respect of every employee employed by the employer in grades 1 – 6 during the preceding month;
- (b) are equivalent to 36.08% of the normal basic weekly wage earned by the employee; and
- (c) must be paid on a monthly basis if an employee has worked during the preceding month.
- (d) must be paid to the Council irrespective of the number of days that an employee has worked during a specific month, subject to the provisions of clause 24 (2) and (3).
- (2) In lieu of the contributions due in terms of sub-clause (1), the following employers may pay each specified employee an amount based on the formula set out in sub-clause (3) –
- (a) a temporary employment service in respect of temporary employees;
- (b) an employer of part-time employees if those employees work less than 15 hours per week; or
- (c) an employer of relief employees who have been employed for more than 90 days in a 52-week period.
- (3) The formula to be applied for payment in lieu of contributions to the Holiday Pay Bonus Fund is in respect of every ordinary hour of work or part of an hour worked in each job category-
- $$\frac{36.08}{100} \times \frac{\text{Total actual wage for week}}{195}$$
- (4) An employer of a part-time employee who works an average of 15 or more ordinary hours per week must, in respect of the contributions due in terms of sub-clause (1), base the calculation on the employee's normal basic weekly wage using the following formula-
- $$\text{Normal actual weekly wage} = \frac{\text{Total actual weekly wage due for month}}{1} \times \frac{3}{13}$$
- (5) No deductions from holiday pay bonus may be made as a set-off against any money that may be owing to an employer by an employee.

**PART 5: REMUNERATION**

**31. Payment of remuneration for employees other than relief employees**

- (1) For the purposes of this clause, remuneration includes an employee's wages, payments for overtime, allowances and all other payments due to an employee.

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- (2) An employer must pay an employee's remuneration –
- (a) in cash weekly during the ordinary hours of work of the employee on the usual pay day of the establishment;
  - (b) with the written consent of the employee
    - (i) monthly in cash or by cheque during the ordinary hours of work of the employee on the usual pay day of the establishment;
    - (ii) whether the employee is weekly paid or monthly paid into that employee's bank account, on or before the usual pay day of the establishment.
  - (c) on termination of employment on the usual pay day.
  - (d) Remuneration payments made in cash or by cheque must be contained in a sealed wage envelope or a sealed container.
- (3) The wage envelope or container referred to in sub-clause (d) must record the following information, or must be accompanied by a statement recording the following information-
- (a) the employer's name;
  - (b) the employee's name or his number on the payroll and his category;
  - (c) the number of ordinary hours of work worked by the employee;
  - (d) the number of overtime hours worked by the employee;
  - (e) the employee's actual wage;
  - (f) details of any other payments arising out of the employee's employment;
  - (g) details of any deductions made;
  - (h) the actual amount paid to the employee; and
  - (i) the period in respect of which payment is made, and the envelope or container on which the said particulars are recorded, or the statement on which such particulars are shown, shall become the property of the employee.
- (4) If an employee's remuneration is paid into that employee's bank account, the employer must provide the employee with –
- (a) a receipt showing proof of payment; and
  - (b) a statement referred to in sub-clause (3).
- (5) The particulars prescribed in sub-clause (3) may be recorded in code provided that the code is fully set out and explained in a notice –
- (a) that accompanies the payment; or
  - (b) is kept posted in a conspicuous place in the establishment accessible to all affected employees.
- (6) If an employee is absent on the usual pay day of the establishment, the employee must be paid within 24 hours of the employee's return to the establishment.

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- (7) Within 14 days of the date of payment, an employee may direct a query to an employer concerning –
- (a) any particulars provided on the employee's wage envelope, container, or accompanying statement;
  - (b) the amount paid to the employee.
- (8) If an employee is not satisfied with an employer's response to a query lodged in terms of sub-clause (7), the employee may direct the query to the Council, which query must be received by the Council within 26 weeks of the date of payment.

**32. Prohibited directives and deductions**

- (1) Subject to any other law, no payment by or on behalf of an employee may be accepted by an employer, either directly or indirectly, in respect of the employment or training of such employee.
- (2) An employer may not require an employee to purchase any goods from the employer or from any business or person nominated by the employer.
- (3) Subject to any other law, an employer may not require an employee to accept accommodation, meals or rations from the employer or from any person or at any place nominated by the employer.
- (4) An employer may not apply set-offs against an employee's remuneration for any reason whatsoever, except in accordance with clauses 37, 38 and 39.

**33. Wages**

- (1) Subject to clause 31(2), all employees who are not relief employees or employees of a temporary employment service must be paid weekly.
- (2) Schedule 5 to this Agreement sets out the weekly wage of employees covered by this Agreement.
- (3) If an employee is paid monthly, that employee's monthly wage will be calculated at four and a third times (4,333) –
- (a) the employee's weekly wage prescribed in Schedule 5; or
  - (b) any higher weekly wage normally paid to the employee.



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- (4) An employee, other than a temporary employee of a temporary employment service, who gets paid a higher wage than that prescribed in this Agreement for an employee of that employee's class must continue to receive such higher wage while employed by the same employer on the same work, unless the employer is exempted under clause 74.
- (5) An employee may not accept lower remuneration than the remuneration prescribed in this Agreement for an employee of his or her class.
- (6) For the purposes of this clause, "Agreement" includes any amendments to the Agreement.

**34. Differential wages**

- (1) Subject to sub-clause (2), an employee, other than a temporary employee of a temporary employment service, who performs work in a class for which a higher wage is prescribed in this Agreement than that employee's usual wage on any day, must be paid the higher wage for the whole of that day.
- (2) A relief employee who performs classes of work for which different wages are prescribed in this Agreement on any day must be paid at the highest wage for that day, plus an additional premium of 10% of the highest wage.

**35. Incentive work**

- (1) An employer may introduce an incentive scheme in terms of which an employee's remuneration is based on the quantity of work done or the employee's output, if –
  - (a) the scheme complies with this clause and has the approval of the Council;
  - (b) the registers prescribed in clauses 50 and 51 of this Agreement are properly kept;
  - (c) an employee who is part of the scheme, is not paid less than the amount that employee would otherwise be entitled to in terms of clauses 11, 14, 15, 16 and 36 and Schedule 5.
- (2) An employer who wishes to introduce an incentive scheme must set up a committee consisting of an equal number of representatives of management and elected representatives of employees to negotiate and agree the terms of the scheme.
- (3) The terms of an incentive scheme –
  - (a) must be reduced to writing and be signed by all the members of the joint representative committee; and

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- (b) may not be varied or terminated by any party to the scheme unless that party—
  - (i) has given all other parties notice in writing as may have been agreed upon by the parties who entered into the scheme;
  - (ii) has complied with any other obligations set out in the scheme for varying or terminating the scheme.

**36. Subsistence and Cross Border Allowance**

- (1) This clause does not apply to employers and employees in Sugar Cane and Forestry In-Field Operations.
- (2) Schedule 5 to this Agreement sets out the minimum amount payable as a subsistence allowance.
- (3) A subsistence allowance —
  - (a) must be paid to employees who, in the performance of their duties, are absent from their place of residence and their employer's establishment for any period extending over the compulsory rest interval of nine consecutive hours prescribed in clause 6 (1);
  - (b) is in addition to any other remuneration due to an employee;
  - (c) is payable within seven days of completion of the journey to which it relates;
  - (d) is payable in advance to an employee who is required to undertake a journey involving an absence of 48 hours or more. In this event, the duration of absence must be estimated and the employee must refund to the employer any overpayment of the allowance on completion of the journey.
- (4) An employee who qualifies for and receives a subsistence allowance is not entitled to a night shift allowance.

**37. Deductions for loss or damage**

- (1) Except where otherwise provided in this Agreement, employees may not agree to any deductions from their wages in respect of loss or damage suffered by their employer, unless —
  - (a) the loss or damage occurred in the course of employment and was due to the fault of the employee;
  - (b) the deduction amounts to less than R1 000,00; and
  - (c) the agreement to the deductions is reduced to writing and the employee signs the document in the presence of a fellow employee of the employee's choice.

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- (2) If an employee does not agree to a deduction, or in the case of any deduction exceeding R1 000,00, the employer may only make the deduction if the employer has found the employee liable for such loss or damage after a fair inquiry at which a fair procedure was followed and the employee has been given a reasonable opportunity to show why the deduction should not be made.
- (3) The total amount of any deductions for loss or damage –
  - (a) may not exceed the actual amount of the loss or damage and no deduction may be made if it would result in an employer being reimbursed twice for the same loss or damage;
  - (b) may not exceed one quarter (25%) of the employee's monetary remuneration.
- (4) In any period of 52 weeks, deductions for loss or damage may not exceed 20% of the annual wage of an employee.

**38. Deductions for debts to third parties**

- (1) In respect of any other debt, an employer may not make any deductions from an employee's remuneration unless –
  - (a) the deduction is required or permitted in terms of any law, collective agreement, court order or arbitration award; or
  - (b) the employee agrees in writing to the deduction in respect of a debt specified in that agreement; or
  - (c) an agreement in respect of any goods purchased by the employee specifies the nature and quantity of such goods.
- (2) An employer who deducts an amount from an employee's remuneration for payment to another person must pay the amount to that other person in accordance with the time period and other requirements specified in the agreement, law, collective agreement, court order or arbitration award.

**39. Other deductions**

- (1) An employer may not require or permit an employee to –
  - (a) repay any remuneration, except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or
  - (b) acknowledge receipt of a greater amount than the remuneration actually received.

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- (2) Except as otherwise provided in this Agreement, an employer may deduct, from the remuneration of an employee who is absent from work otherwise than at the instance of the employer, an amount –
- (a) proportionate to the period of the employee's absence;
  - (b) calculated on the basis of the employee's basic wage in respect of ordinary hours of work at the time of the absence.
- (3) Subject to the consent of the Council, an employer may deduct from an employee's remuneration –
- (a) an amount advanced to an employee by the employer;
  - (b) the cost of protective clothing, tools or equipment issued to the employee free of charge and not returned to the employer, when requested to do so.
- (4) The Council will only give its consent to a deduction for the loss of tools or equipment that –
- (a) were specifically issued to a driver and which should remain in the driver's possession at all times that the driver is on duty;
  - (b) must be carried on a vehicle and must be fixed to or locked in the vehicle.
- (5) An employee who feels aggrieved by any deduction from remuneration may, on good cause shown, appeal to the Council which must, consider all relevant facts and either uphold or deny such appeal.

**PART 6: TERMINATION OF EMPLOYMENT**

**40. Notice and payment in lieu of notice**

- (1) Subject to sub-clause (2), an employer or an employee, other than a relief employee or a temporary employee of a temporary employment service, may terminate the contract of employment on notice of not less than –
- (a) one week, if the employee has been employed for 26 weeks or less;
  - (b) two weeks, if the employee has been employed for more than 26 weeks but not more than 52 weeks;
  - (c) four weeks, if the employee has been employed for more than 52 weeks.
- (2) In lieu of notice –
- (a) an employer may pay the employee the remuneration the employee would have received if the employee had worked during the notice period;

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- (b) an employee may agree to forfeit or pay the amount the employee would have received had the employee worked during the notice period.
- (3) Notice of termination of employment must be in writing in the form of Annexure A7.
- (4) Nothing contained in this clause affects –
  - (a) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient; or
  - (b) any agreement between an employer and an employee that provides for a longer period of notice than the periods stipulated in sub-clause (1), provided that –
    - (i) the notice required to be given by the employer and the employee must be of equal duration;
    - (ii) payment in lieu of notice must be of equivalent value to the notice period stipulated in the agreement.

**41. Documents to be furnished to an employee on termination**

- (1) An employer must furnish an employee whose employment terminates with a certificate of service in the form of Annexure A3.
- (2) A copy of the certificate of service must be forwarded by the employer to the Council by not later than the 20th day of the month following the termination of the employee's contract of employment.
- (3) This clause does not apply to –
  - (a) an employee who deserts;
  - (b) a relief employee; or
  - (c) a temporary employee of a temporary employment service.

**42. Severance pay**

Severance pay shall be regulated in terms of Section 189 of the Act and Section 41 of the Basic Conditions of Employment Act, 75 of 1997.

**43. Payment for accrued leave not taken**

- (1) On termination of employment, an employee must be paid –
  - (a) for any accrued leave not taken; and
  - (b) in respect of an incomplete leave cycle, an amount of not less than the number of pro-rata days calculated in terms of sub-clause 18 (2).

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- (2) The payment due to an employee in terms of sub-clause (1) –
- (a) must be paid at the wage the employee was receiving immediately before the date of termination;
  - (b) may be reduced if an employee leaves employment without giving the requisite notice prescribed in clause 40, by an amount equivalent to the amount the employee would have received if the employee had worked during the notice period, unless the employer has waived such notice.
- (3) If an employee's employment terminates before that employee has qualified for annual leave in terms of clause 18 –
- (a) the employer must complete in triplicate a Pro Rata Accrued Entitlement Advice Voucher in the form specified by the Council for this purpose (Annexure A5), and –
    - (i) retain a copy;
    - (ii) forward a copy within 24 hours of the termination of employment of the employee to the National Secretary of the Council; and
    - (iii) hand the remaining copy to the employee for claim purposes;
  - (b) the employee may submit a claim to the Council for –
    - (i) accrued leave pay;
    - (ii) accrued holiday pay bonus; and
    - (iii) accrued sick and absence fund bonus.
- (4) In calculating the amount due to an employee in terms of sub-clause (4)(b), the following applies –
- (a) accrued leave pay is calculated in terms of clause 18 (2);
  - (b) accrued leave pay and accrued holiday pay bonus is calculated from –
    - (i) the date of commencing employment with the employer; or
    - (ii) the date of the employee's last annual leave; and/or last holiday pay bonus payment.
  - (c) accrued leave pay and accrued holiday pay bonus is calculated after the employee has been credited with working days pro rata to the period of leave the employee would have been entitled to in terms of sub-clause (1) (b), according to the following formula:  
 Number of working days to be credited =  

$$\frac{X}{12} \times \frac{15}{1}$$
 where X = the number of completed cycles provided in clauses 29 (1) (b) and 30 (1) (c) respectively since commencing employment or commencing the last period of leave and or the payment of holiday pay bonus.

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- (5) Accrued leave pay due to an employee in terms of sub-clause (1) must not be handed to or accepted by the affected employee, but must immediately upon termination of services be remitted to the National Secretary of the Council. Payment by an employer of accrued leave pay, accrued holiday pay bonus or accrued sick and absence fund bonus directly to an employee will not absolve the employer of the obligation to remit the amount to the Council and no set-off will be permitted.
- (6) Accrued leave pay and accrued holiday pay bonus must be paid –
- (a) to the employee four weeks after the termination of the employee's employment or four weeks after the employee leaves other employment in the Industry, as the case may be;
  - (b) immediately, to the employee, if the employee is dismissed for operational reasons or for incapacity; or
  - (c) immediately, to the employee's estate, if the employee has died.

**44. Retrenchment procedure**

- (1) The retrenchment procedures prescribed in the Act applies to any retrenchment of employees.
- (2) A retrenched employee must be provided with –
- (a) a certificate of service in the form of Annexure A3; and
  - (b) a letter confirming that the employee has been retrenched.
- (3) Within 72 hours of notifying an employee that the employee has been selected for retrenchment, the employer must notify the Council in writing of the retrenchment.
- (4) If the employer contemplates a retrenchment that falls within the provisions of section 189A of the Act, the Council must appoint a facilitator to assist the parties engaged in retrenchment consultations, if –
- (a) the employer has requested facilitation in its notice in terms of section 189 (3) of the Act; or
  - (b) consulting parties representing the majority of employees whom the employer contemplates dismissing have requested facilitation and have notified the Council within 15 days of receiving the notice envisaged by section 189 (3) of the Act.
- (5) If the Council is requested to provide a facilitator, it must do so in terms of –
- (a) section 189A of the Act; and
  - (b) any regulations promulgated in terms of section 189A (6) of the Act.

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**PART 7: EMPLOYERS' OBLIGATIONS**

**45. Registration of and particulars to be furnished by employers**

- (1) Every employer, including an owner-driver must, within 30 days of the date of coming into operation of this Agreement or within 30 days of entering the Industry, as the case may be, furnish the Council with a statement for each of its establishments in the form of Annexure A.1, specified for this purpose by the Council, reflecting –
  - (a) the trade name;
  - (b) the company registration number;
  - (c) the VAT registration number;
  - (d) the banking details of the employer;
  - (e) the fax/tel numbers / e-mail particulars;
  - (f) the contact person;
  - (g) the postal address;
  - (h) the physical address of establishment;
  - (i) the magisterial district / province;
  - (j) the employer's full names, identity number and home address, or those of each partner, trustee, director or member if the employer is a partnership, trust or company;
  - (k) the name of the partnership, trust or company;
  - (l) the particulars of own pension / provident fund (if applicable);
  - (m) the registration numbers of vehicles used and the gross vehicle mass;
  - (n) the surname and initials of employees, ID numbers, date engaged, weekly / monthly wage and trade union membership (if applicable).
- (2) Sub-clause (1) does not require an employer to provide information that they have already supplied in terms of a previous Agreement of the Council, unless particulars have changed.
- (3) The Council may require an employer to produce the registration certificate of a vehicle if the Council has reason to believe that the gross vehicle mass is not correctly indicated in the registration form.
- (4) On receipt of the particulars referred to in sub-clause (1), the Council must issue to the employer a Certificate of Registration in the form of Annexure A.2.



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- (5) Every registered employer must notify the Council within 30 days, in writing, of any changes in the particulars furnished by him or her on registration.
- 46. Employers to be in possession of the following documents**
- (1) Employers must ensure that they at all times have an adequate stock of the following documents –
- (a) Annexure A3- certificate of service;
  - (b) Annexure A4 - monthly return of levies and funds to the Council;
  - (c) Annexure A5 - pro rata accrued entitlement advice voucher;
  - (d) Annexure A6 - annual leave pay payment voucher;
  - (e) Annexure A7 - notice of termination of employment;
  - (f) Annexure A8 - application for sick leave benefit.
- 47. Uniforms and protective clothing**
- (1) An employer must supply free of charge any uniform, overall, gumboots, cap or other protective clothing that the employer is required by law to provide to employees or that employees are required by law to wear.
- (2) An employer who, whether explicitly or implicitly, requires employees to wear protective clothing not covered by sub-clause (1) must supply that clothing free of charge.
- (3) Any protective clothing that has been provided to an employee free of charge remains the property of the employer.
- (4) The quality and quantity of uniforms is to be negotiated at plant or establishment level.
- 48. Subcontracting**
- (1) An employer who is considering engaging the services of a subcontractor must adopt the procedure set out in sub-clause (2) if the subcontracting may result in –
- (a) a reduction in employment levels; or
  - (b) material changes in the terms and conditions of employment of employees.
- (2) The following procedure must be followed prior to engaging a subcontractor if the circumstances contemplated in sub-clause (1) may eventuate –
- (a) the employer must give the trade union or unions representing affected employees, or the affected employees themselves in the case of non-unionised

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- employees, at least four weeks' written notice of the employer's intention to subcontract; and
- (b) a meeting between the parties must be convened at a mutually agreed time within seven days of the date of receipt of the notice referred to in paragraph (a);
  - (c) at the meeting, the parties must enter into consultations regarding the need and motivation for the contemplated subcontract.
- (3) An employer who subcontracts work falling within the Council's registered scope will be held jointly and severally liable with the subcontractor, if the subcontractor fails to comply with the provisions of this Agreement.

**49. Employee representative on the Council**

Employee representatives on the Council must be given every reasonable facility by their employers to attend to their duties in connection with the work of the Council.

**50. Registers**

- (1) Every employer must maintain one or more registers containing the information prescribed in terms of this clause and –
  - (a) ensure that all entries in the registers are in non-erasable ink;
  - (b) at all times keep the registers available for inspection at its premises; and
  - (c) retain the completed registers for three years from the date of the last entry in the register.
- (2) On commencement of employment of an employee, an employer must enter the following particulars into a register –
  - (a) the full first names, surname and identification number of the employee;
  - (b) the employee's class of work; and
  - (c) the date of commencement of the employee's employment.
- (3) An employer must maintain –
  - (a) a time and wage register containing the information prescribed in section 31 (1), (2) and (3) of the Basic Conditions of Employment Act, 75 of 1997, and regulations made in terms of that Act, of the earnings paid to and the time worked by each employee;
  - (b) record all periods of leave of an employee in that register or a separate leave register.

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- (4) An employer who implements a scheme of -
- (a) compressed working weeks in terms of clause 8, must record the dates and hours worked by every employee involved in the scheme in a register;
  - (b) paid time off for work on a Sunday or a public holiday, in terms of clauses 14 and 15, or for overtime work in terms of clause 11, must maintain a register detailing –
    - (i) the dates and hours of Sunday, public holiday or overtime work by an employee in terms of the scheme concerned;
    - (ii) the calculation of paid time off due to each employee; and
    - (iii) the dates and periods of time off granted to each employee.
- (5) An employer who has entered into an agreement with employees to implement an averaging of hours of work scheme in terms of clause 9 must maintain a register detailing-
- (a) the dates, ordinary hours of work and overtime worked by every employee involved in the scheme; and
  - (b) a calculation of how the hours were averaged over the period in respect of each employee.

**51. Daily logbook**

- (1) An employer must furnish all drivers who are away from their place of residence and their employer's establishment on a journey extending over the compulsory rest interval of nine consecutive hours prescribed in clause 6(1) with a daily logbook which meets the following specifications –
- (a) the logsheets must be in duplicate folios and be serialised;
  - (b) the Council's name, street address and postal address and the telephone number of the Council's nearest office to the employer's establishment where the employee is employed must appear on the driver's copy of the logsheet;
  - (c) the name of the employer must appear on each logsheet;
  - (d) the following must be recorded on each logsheet –
    - (i) the date;
    - (ii) the name of the driver;
    - (iii) the name of any general worker, security officer or other employee accompanying the vehicle;
    - (iv) the signatures of the driver and the employer or the employer's authorised representative;
    - (v) the registration number of the vehicle and of any trailer;
    - (vi) the odometer readings at the commencement and end of the working day;
    - (vii) the working day commencement and finishing times;

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- (viii) the commencement and finishing times of all meal intervals;
  - (viii) the commencement and finishing times of all rest intervals;
  - (x) the number of ordinary hours worked;
  - (xi) the number of overtime hours worked;
  - (xii) the number of hours worked on Sundays and public holidays; and
  - (xiii) provision must be made for the driver to record general remarks relating to his or her duties and any vehicle or trailer defects.
- (2) A driver must, in respect of each day's work –
- (a) record the details required in terms of sub-clause (1) in the logbook; and
  - (b) at the end of each day's work, or as soon as possible thereafter, deliver the original logsheet to the employer and retain a copy of the logsheet.
- (3) A driver may not record false details in the logbook and an employer may not require or permit a driver to enter details in the logbook that are false.
- (4) If a driver is doing local deliveries and is not away from his or her place of residence and employer's establishment on a journey extending over the compulsory rest interval referred to in sub-clause (1), the employer may utilise an attendance register instead of the daily logbook contemplated in sub-clause (1).
- (5) An attendance register or the completed original folios of the daily logbook must be retained by the employer at the employer's registered business address for a period of three years subsequent to the date to which the register or folio refers.

**52. Exhibition of Agreement and notices**

- (1) A legible copy of this Agreement, in at least two official languages, must be kept by the employer at –
- (a) the premises at which the employer's motor vehicles are normally parked; and
  - (b) the usual place for the payment of wages.
- (2) The copies of this Agreement, referred to in sub-clause (1) must be readily accessible to employees.
- (3) An employer must, at the employer's establishment, keep affixed in a conspicuous place readily accessible to employees, a notice specifying the day of the week, or, subject to the provisions of clause 31 (2) (b), the day of the month, and the time and place at which

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wages will usually be paid. If wages are paid at more than one place, the notice must contain particulars of each place.

**53. Monthly returns**

- (1) Every employer must comply with clauses 19, 29, 30, 54, 69, the Wellness Fund as provided for in Schedule 4 of this Agreement and the Agency Shop Agreement (Notice R.1323 appearing in Government Gazette 31681 of 12 December 2008) by completing and submitting, the monthly return in the form of Annexure A4 and paying to the Council the total amount due for such return by the due date.
- (2) An employer will only be deemed to have complied with the provisions of sub-clause (1) above on receipt by the Council of the monthly return and payment by the due date.
- (3) With the prior written consent of the National Secretary of the Council, an employer may reproduce its own monthly return which must conform in all respects with Annexure A4.
- (4) If an employer submits a monthly return that is defective or incomplete, the National Secretary of the Council, or an official designated by the National Secretary, may return it and the accompanying payment to the employer and –
  - (a) the employer will be deemed not to have complied with the provisions of the relevant clause or clauses referred to in sub-clause (1);
  - (b) the loss of time caused by having to return the monthly return and payment to the employer and by the resubmission thereof to the Council, is deemed to be the fault of the employer.
- (5) For the purposes of sub-clause (4), a monthly return is deemed to be defective or incomplete if it –
  - (a) does not conform in all respects with Annexure A4;
  - (b) is not sufficiently legible, in the opinion of the National Secretary of the Council;
  - (c) does not correctly reflect the full particulars of the employer and the employer's employees as required therein;
  - (d) does not correctly reflect or explain, where required, all other data required therein;
  - (e) reflects one or more incorrect contributions due in terms of the provisions referred to in sub-clause (1);
  - (f) does not cross cast; or
  - (g) does not tally with the accompanying payment or any other remittance received by the Council in respect of the return.

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- (6) From the date of promulgation of this Agreement all employers in the Industry must submit monthly returns on Council's on-line system.

**PART 8: COLLECTIVE BARGAINING**

**54. Trade union subscriptions**

- (1) Trade union subscriptions to be deducted from the wages of employees must be approved by the Registrar of Labour Relations and be circulated from time to time to all employers by the National Secretary of the Council.
- (2) Each week or month an employer must –
  - (a) deduct from the wages of employees who are members of a trade union that is a party to this Agreement, the current union subscriptions referred to in sub-clause (1); and
  - (b) transmit the total amount deducted, together with a monthly return (Annexure A4) in the form specified by the Council for this purpose, to the National Secretary of the Council, by no later than the 20th day of each month following that to which it relates.
- (3) The National Secretary of the Council must, by no later than the 10th day of each month, transmit to the trade unions the total union subscriptions received by the Council in terms of sub-clause (2) (b) during the preceding month.

**55. Employers' organisation subscriptions**

- (1) Subscriptions due to the employers' organisation must be approved by the Registrar of Labour Relations.
- (2) Should an Employer's Organization request the Secretary of the Council in writing to collect its subscriptions on its behalf, then employers who are members of the employers' organisation party to this Agreement must, by the 20<sup>th</sup> of each month, transmit their monthly subscription due to the employers' organisation to the National Secretary of the Council.
- (3) The National Secretary of the Council must, by no later than the 10<sup>th</sup> of each month, transmit to the employers' organisation the total subscriptions received by the Council in terms of sub-clause (2) during the preceding month.

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**56. Bargaining unit**

- (1) The bargaining unit means all employees employed in operations, warehousing, fleet maintenance and administration, 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) 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 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.

**57. Levels of bargaining**

- (1) The Council is the exclusive forum for the negotiation and conclusion of agreements on substantive issues between employers and employers' organisations, on the one hand, and trade unions on the other hand.
  
- (2) Despite sub-clause (1), employee representatives or representative trade unions may negotiate with an employer at company level on non-substantive conditions of employment, operational procedures, bonuses or incentive schemes that are directly related to profit or productivity, or both. A matter contemplated in this sub-clause may not be negotiated in the Council.
  
- (3) In the event of a deadlock in negotiations on an issue contemplated by sub-clause (2), the provisions of the Council's Exemption and Dispute Resolution Agreement may be invoked.

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- (4) No trade union or employers' organisation may call a strike or lock-out or in any other way seek to induce or compel negotiations on the issues referred to in sub-clause (1) at any level other than the Council.
- (5) Any collective procedural agreement between an employer who is a member of the employers' organisation and a party trade union which contains provisions that are inconsistent with this Agreement –
  - (a) must be regarded by the parties to the agreement as having been amended to create consistency with this clause; and
  - (b) is not binding to the extent that its provisions are inconsistent with this clause.

**PART 9: PROHIBITED EMPLOYMENT**

**58. Prohibition of employment**

- (1) An employer may not –
  - (a) employ any person under the age of 15 years; and
  - (b) knowingly employ a person who is an illegal immigrant.

**PART 10: PROVISIONS APPLICABLE TO PARTICULAR CATEGORIES OF EMPLOYEES**

**59. Drivers**

- (1) Unless the context indicates otherwise, drivers are bound by this clause and the remainder of this Agreement.
- (2) In addition to any other requirements prescribed by this Agreement or by law, drivers engaged in the transportation of either hazardous substances, or perishable products, may participate in industrial action only after –
  - (a) the safe discharge of their loads and the return of the vehicles to the employers' establishments; or
  - (b) having given their employers written notice of at least seven days of their intention to participate in industrial action if the industrial action will occur during a period when they are required to undertake a trip involving the transportation of hazardous substances or perishable products.
- (3) If an employer's client restricts a dangerous good driver's maximum daily working hours from 15 hours to a lesser number of hours per working day, the driver must be deemed to have worked the full working day and must be paid; –



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- (a) for the ordinary hours of work plus overtime in terms of this Agreement;
  - (b) an allowance specified in Schedule 5.
- (4) Payment to a driver in terms of sub-clause (3) is conditional on –
- (a) the allowance being offset against existing practices where any amount or allowance is already paid to compensate for a similar purpose; and
  - (b) a driver not refusing to be transferred between different operations.
- (5) For the purposes of this clause, a "dangerous goods driver" means a driver who has qualified as a dangerous goods driver and holds the appropriate Professional Driving Permit and hazardous goods certificate and has been specifically employed to transport goods by a company that is registered to operate as a transporter of dangerous goods.
- (6) Drivers must ensure that they have valid and current Professional Driving Permits.
- (7) The employer of a driver –
- (a) must refund the driver, on submission of proof of payment, the costs of the prescribed fee for the renewal of a Professional Driving Permit and the costs of a medical certificate and fingerprinting, if these were officially required;
  - (b) may recover a pro rata amount of any amount paid as a refund in terms of this sub-clause, by means of a deduction from the driver's wage, if the driver resigns within six months of the date of renewal of his or her Professional Driving Permit.
- (8) Clause 5 (6) of this Agreement does not apply to a driver or to an employee who accompanies or assists a driver on the vehicle while such vehicle is not at the employer's establishment.

**60. HAZCHEM employees**

- (1) A danger allowance must be paid to HAZCHEM employees. The allowance shall be 0,5% based on determined minimum wages for HAZCHEM employees calculated on either the weekly minimum wage in respect of weekly paid employees or on the monthly minimum wage in respect of monthly paid employees.
- (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.

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**61. Part-time employees**

- (1) Unless the context indicates otherwise, part-time employees are bound by this clause and the remainder of this Agreement. If there is a contradiction between this clause and another clause in the Agreement, this clause prevails.
- (2) The written contract of employment of a part-time employee must specify the hours the employee is required to work each day, week or month.
- (3) The minimum wage of a part-time employee is calculated as a proportion of the wage prescribed in Schedule 5 for the class of work performed by that employee.
- (4) The number of part-time employees employed by an employer may, on average, not exceed 30% of the employer's average monthly workforce over a 12-month period.
- (5) An employer must credit a part-time employee with a full working day for every day worked, irrespective of the number of hours worked, unless the employee is absent for reasons not specified in in the definition of "working day" on any day which the employee is required to work.
- (6) For the purposes of calculating the contributions payable to the benefit funds referred to in Part 4 of this Agreement and Council expense contributions prescribed in clause 69 of this Agreement, the normal basic weekly wage of a part-time employee who works an average of 15 or more ordinary hours per week, is calculated as follows –  
 Normal basic weekly wage =  $\frac{\text{Total basic wage due for month}}{1} \times \frac{3}{13}$

**62. Relief employees**

- (1) Unless the context indicates otherwise, relief employees are bound by this clause and the remainder of this Agreement. If there is a contradiction between this clause and another clause in the Agreement, this clause prevails.
- (2) The number of relief employees employed by an employer may, on average, not exceed 30% of the employer's average monthly workforce over a 12-month period.
- (3) Relief employees must be paid –
  - (a) not less than one-fifth of the weekly wage prescribed for employees of their class for every day on which they work for six hours or more; or
  - (b) for six hours work if they work for less than six hours on any day; and

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- (c) an additional premium of 10% of any wage paid in terms of paragraphs (a) or (b).
- (4) A relief employee who performs classes of work for which different wages are prescribed in Schedule 5 on any day must be paid at the highest wage for that day, plus an additional premium of 10% of such highest wage.
- (5) A relief employee who works more than 90 days in a 52 week period –
- (a) is no longer entitled to the 10% premium on wages prescribed in sub-clause (3)(c), but is entitled to the benefits prescribed in terms of clause 24 of this Agreement and clause 7 (1) (d) (iii) of the Provident Fund Agreement;
  - (b) must be credited with a working day for any day on which the employee works, irrespective of the number of hours worked;
  - (c) must be paid in lieu of annual leave, an amount calculated using the following formula for every ordinary hour, or part of an hour, worked:  
$$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$
- (6) A relief employee who is employed for more than 144 days in a 52 week period must be offered a permanent position and must be remunerated accordingly.
- (7) A relief employee must be paid in cash –
- (a) on the last day of the employee's employment if the employee has worked for two days or less; or
  - (b) on the normal weekly pay-day of the establishment, if the employee has worked for more than two days.
- (8) A relief employee may not work more than nine ordinary hours on any day.
- (9) A relief employee who works on a public holiday must be paid in terms of clause 15, calculated on–
- (a) the hourly rate prescribed for the employee's class, for each hour or part of an hour worked, with a fraction of an hour rounded up or down to the nearest full half-hour;
  - (b) the wage specified in sub-clause (3), including the additional premium of 10%.
- (10) A relief employee who works on a Sunday must be paid in terms of clause 14.
- (11) A relief employee who works overtime must be paid in terms of clause 11, calculated on–
- (a) the daily total of overtime worked, with a fraction of an hour rounded up or down to the nearest full half-hour; and

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(b) the wage specified in sub-clause (3), including the additional premium of 10%.

(12) Payment for overtime must be made to relief employees on the day that the overtime was performed.

**63. Seasonal workers (sugar transport sector)**

- (1) Unless the context indicates otherwise, seasonal workers (sugar transport sector) are bound by this clause and the remainder of this Agreement.
- (2) Seasonal workers (sugar transport sector) must be paid a retainer throughout the off-crop period, equal to –
  - (a) 66,6% of their normal basic wage for the first 15 weeks; and thereafter 40% of their normal basic wage.
- (3) A retainer payable in terms of sub-clause (2) is not payable in any period in which the employee takes annual leave.
- (4) Seasonal workers who have been paid a retainer in terms of this clause –
  - (a) are not required to report for normal duty; but
  - (b) must hold themselves in readiness to report for normal duty on reasonable notice.
- (5) Seasonal workers (sugar transport sector) who are recalled for normal duty during the off-crop period and who fail to report for duty forfeit the retainer prescribed in sub-clause (2) for the period during which they are absent without permission.
- (6) Seasonal workers (sugar transport sector) who are employed in the Sugar Cane Sector, and who perform night work –
  - (a) must be paid the night-shift allowance specified in Schedule 5, for every night-shift worked, except that if two different shifts qualify for a night-shift allowance during a 24-hour period commencing at midnight, only those employees who worked the first shift will receive payment of the night-shift allowance;
  - (b) do not qualify to receive a night-shift allowance if they receive a subsistence allowance.
- (7) Employees must be paid the monthly consolidated allowance, specified in Schedule 5, payable monthly in arrears, offset against any night-shift, accommodation, housing, rations or other allowances of a subsistence nature paid to such employees. Where

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employment commences or terminates during a month, the consolidated allowance must be paid pro rata for service performed during such month.

- (8) If the total night-shift allowance earned by an employee during a month exceeds the amount of the consolidated allowance, the employee must be paid the consolidated allowance plus the excess amount.

**64. Short-time in the Furniture Removal Sector**

- (1) This clause applies to employees in the Furniture Removal Sector but does not apply to relief employees or temporary employees of a temporary employment service.
- (2) For the purposes of this clause, short-time means a temporary reduction in the number of ordinary hours of work owing to vagaries of the weather, a slackness of trade, a shortage of goods to be transported, a breakdown of vehicles, plant or machinery or a breakdown or threatened breakdown of buildings.
- (3) If the ordinary hours of work of an employee are reduced because of short time, an employer may make a deduction not exceeding an amount equal to the lesser of –
- (a) employee's hourly wage in respect of each hour of short time; or
  - (b) one-third of the employee's weekly wage, irrespective of the number of hours of short-time.
- (4) Unless the employer gives employees notice on the previous working day that short-time will be implemented, no deduction may be made for –
- (a) short time arising from slackness of trade or shortage of goods; or
  - (b) for the first hour of short time due to the vagaries of the weather or a breakdown of vehicles, plant or machinery, or a breakdown or threatened breakdown of buildings.

**65. Provisions applicable to the CIT sector**

- (1) An employee's hours of work may be averaged in terms of clause 9 with the written consent of the employee.
- (2) Employees who have full attendance during their allocated ordinary hours of work in a calendar month qualify for a paid day off in the following month on a working day agreed between an employee and his employer. The employees' overtime continues to commence after the employee has worked 45 ordinary hours of work.

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- (3) If an employee works on the day off as agreed in sub clause (1) the employer may:
  - (a) give the employee an additional day off the following month; or
  - (b) pay the employee for that day at the ordinary hourly rate
  
- (4) Overtime of employees employed in the CIT sector –
  - (a) must be calculated on weekly overtime worked with due regard to daily and weekly overtime limits in clause 10;
  - (b) may only be set off against a shortage of ordinary hours of work if the employee consents in writing or if the absence is not an authorised absence as provided for in the definition of "working day".

**66. Employees of temporary employment services**

- (1) An employee of a temporary employment service who is provided to one or more clients within the Industry for a period –
  - (a) in excess of two months is deemed to be an ordinary employee and all relevant provisions of this Agreement are applicable to that employee;
  - (b) of less than two months, is deemed to be a temporary employee of that temporary employment service, and only the provisions of this clause, and clause 69 and clause 2 (1) (a) of Schedule 4 of this Agreement apply to those employees.
  
- (2) The contract of employment of an employee of a temporary employment service is deemed to be a weekly contract, unless the employee is a temporary employee of such temporary employment service, in which case the contract is deemed to be a daily contract.
  
- (3) If a temporary employment service contravenes the provisions of this Agreement or defaults on any obligation provided for in terms of this Agreement, the employee may hold the employer to whom that employee was supplied, liable for complying with that obligation.
  
- (4) No employer may use the services of a temporary employment service unless the temporary employment service –
  - (a) is registered with the Council;
  - (b) provides satisfactory proof to the employer that it has complied with all its obligations in terms of the Unemployment Insurance Act, and the Compensation for Occupational Injuries and Diseases Act;

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- (c) provides satisfactory proof that it has complied with its obligations to the South African Revenue Services and is in possession of an IT 30 Tax Certificate.
  
- (5) When a temporary employment service supplies one or more workers to an employer, the employer must notify the Council in writing on the prescribed forms. The notification must be submitted to the Council in the month following the date of utilising the employees.
  
- (6) The number of employees supplied by a temporary employment service or services to an employer shall at any time not exceed 30% of the employers' workforce covered by the Agreement.

**67. Temporary employees of temporary employment services**

- (1) Nothing in this Agreement precludes a temporary employment service from requiring a temporary employee to perform work of different classes for which different wages are prescribed.
  
- (2) Subject to sub-clause (9), a temporary employee of a temporary employment service who works overtime must be paid in terms of clause 11.
  
- (3) If a temporary employee of a temporary employment service works overtime in two or more job categories during a pay week, the employee must be paid overtime at the rate for each category, calculated on the total number of hours worked in each category, with a fraction of an hour rounded up or down to the nearest full half-hour.
  
- (4) Payment for overtime must be made to temporary employees of a temporary employment service, on the day that the overtime was performed.
  
- (5) A temporary employee of a temporary employment service who is required to work on a Sunday or public holiday must be paid in accordance with the provisions of clauses 14 and 15 respectively.
  
- (6) A temporary employee of a temporary employment service will accrue a working day if one or more ordinary hours are worked during that day.
  
- (7) The hours of work of a temporary employee of a temporary employment service do not have to be consecutive.

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- (8) In lieu of annual leave, a temporary employment service must pay to each of its temporary employees an amount calculated using the following formula for every ordinary hour of work worked in each job category:

$$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$

- (9) A temporary employee of a temporary employment service who works in two or more job categories during a pay week must be paid at not less than the minimum wage prescribed in Schedule 5 for the hours actually worked in each category.
- (10) The termination of the contract of employment of a temporary employee of a temporary employment service must be regulated in a document handed to the employee when that employee is assigned to a client.

**PART 11: ADMINISTRATION OF AGREEMENT**

**68. Administration of Agreement**

The Council administers this Agreement and may, for the guidance of employers and employees, issue rulings, provided those rulings are consistent with the provisions of this Agreement and the Act.

**69. Expenses of the Council**

- (1) The expenses of the Council must be defrayed from money obtained in terms of this clause.
- (2) Employees for whom minimum wages are prescribed an amount equivalent to 0,4 per cent per week of an employee's normal basic weekly wage shall be deducted by an employer from the wage of every employee, including a part-time employee, a relief employee and a temporary employee of a temporary employment service, in his or its employ who works one or more days in a week. To the amount so deducted the employer shall add a like amount and pay the total by not later than the 20<sup>th</sup> day of each month following that to which it relates, at the Head Office of the Council at Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.
- (3) Other employees in the bargaining unit for whom minimum wages are not prescribed, but who qualify for the across the board increases as per Schedule 5, an amount equivalent to 0,075 per cent per week of an employee's normal basic weekly wage shall be



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deducted by an employer from the wage of every employee, including a part-time employee, a relief employee and a temporary employee of a temporary employment service, in his or its employ who works one or more days in a week. To the amount so deducted the employer shall add a like amount and pay the total by not later than the 20<sup>th</sup> day of each month following that to which it relates, at the Head Office of the Council at Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.

- (4) An employer may render a computer generated monthly return, provided the format of that return complies with Annexure A4, failing which the National Secretary of the Council is authorised to reject the form at his or her discretion.

**70. Dishonoured cheques**

- (1) Whenever an employer pays an amount due to the Council in terms of this Agreement in any manner other than in cash and such payment is dishonoured for any reason whatsoever, the Council may impose on that employer a penalty equal to 1,5% of that amount. Any penalty due to the Council in terms of this sub-clause is payable on demand.
- (2) If an employer's banker dishonours a cheque drawn by that employer in favour of the Council for any payment due in terms of this Agreement, in addition to imposing a penalty in terms of sub-clause (1), the National Secretary of the Council may rule that all future payments to the Council by that employer be effected in cash or by means of a bank-guaranteed cheque, postal orders or electronic fund transfer.

**71. Enforcement of Agreement**

- (1) Whenever it is necessary or expedient for the Council to institute proceedings in any competent forum for the recovery of money due to the Council by an employer, the employer is liable for all costs incurred by the Council in recovering the amount due, including costs on an attorney-and-client scale in the event of a legal practitioner having being instructed by the Council to collect the amount.
- (2) Sub-clause (1) applies to –
- (a) any amount of money deducted by an employer from any money due to an employee that is not paid over to the Council;
  - (b) any amount of money due to be deducted from employees and paid over to the Council by an employer that is not deducted;

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- (c) any other money which an employer is required to pay to the Council on behalf of employees, but fails to do so.

**72. Interest**

- (1) Interest will be payable on any amount payable to the Council in terms of this Agreement and not paid on the due date.
- (2) Interest is calculated from the due date to the final date of payment at a rate of 2% per month or part of a month.

**73. Agents to the Council**

- (1) One or more persons must be appointed by the Council as agents to assist it in enforcing the provisions of its collective agreements.
- (2) The Council may request the Minister of Labour to appoint any person to be a designated agent of the Council in terms of section 33 of the Act.
- (3) A designated agent has all the powers conferred on designated agents by Schedule 10 of the Act.

**74. Exemptions by the Council**

- (1) Applications for exemption from any or all of the provisions of this Agreement must comply with the requirements prescribed in the Council's Exemptions and Dispute Resolution Collective Agreement published under Government Notice R.1143 appearing in Government Gazette of 7 December 2007, as amended and extended from time to time.
- (2) The Independent Body established by the Council in terms of Section 32 of the Act must consider appeals against the refusal by the Council's Exemption Body to grant exemptions.

**75. Resolution of disputes**

Disputes about the interpretation, application or enforcement of this Agreement must be resolved in accordance with the procedure prescribed in the Council's Exemptions and Dispute Resolution Collective Agreement published under Government Notice R.1143 appearing in Government Gazette of 7 December 2007, as amended and extended from time to time.


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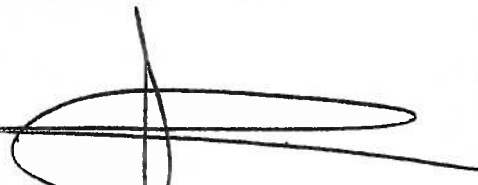
Signed at Johannesburg, for and on behalf of the parties to the Council this 25 day of August 2011.



**T.C. SHORT**  
Chairman of the Council



**M. GWEDASHE**  
Vice-Chairman of the Council



**J. LETSWALO**  
Secretary of the Council

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**SCHEDULES**

**SCHEDULE 1: THE GEOGRAPHICAL SCOPE OF THE MAIN AGREEMENT**

1. The Republic of South Africa

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**SCHEDULE 2: DEFINITIONS**

**1. Key terms**

Unless inconsistent with the context, any word or term used in the Main Agreement which is defined in the Labour Relations Act, 66 of 1995, has the same meaning as in that Act, and -

"Act" means the Labour Relations Act, 66 of 1995;

"compressed working week" means a compressed working week referred to in clause 8;

"Council" means the National Bargaining Council for the Road Freight and Logistics Industry;

"day" for the purposes of calculating a night-shift allowance, means a period of 24 hours from midnight to midnight, and in the case of a normal working day or of an employee who works shifts, it means a period of 24 hours reckoned from the time work commences;

"drive" includes -

- (a) all periods of driving
- (b) all periods during which the driver of a motor vehicle is obliged to remain at his or her post in readiness to drive; and
- (c) any time spent by the driver in connection with the vehicle or its load;

'emergency services' means any work which, owing to unforeseen causes such as fire, storm, accident, acts of violence or theft, must be done without delay and includes -

- (a) work essential for the maintenance of light, power or water supplies or sanitary and telephone services;
- (b) the transportation of machinery or any other thing to prevent any serious disruption in any undertaking, sector, trade or occupation, including transportation for the SA Police Service or for purposes of national defence;
- (c) completing the en route transportation and unloading of perishable products to prevent spoilage;

"employer" means any person (excluding an owner driver) -

- (a) who employs or provides work for any other person and who remunerates or expressly or tacitly undertakes to remunerate that person;
- (b) who permits any person to assist them in carrying on or conducting their business; and "employ" and "employment" have a similar meaning;

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**"establishment"** means any premises on or in connection with which one or more employees are employed in the Road Freight and Logistics Industry;

**"extra-heavy motor vehicle (articulated)"** means a motor vehicle (articulated), the gross combination mass of which exceeds 16 000 kg but not 25 000 kg;

**"extra-heavy motor vehicle (rigid)"** means a motor vehicle (rigid), the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg;

**"forestry in-field operations"** means from the point of felling trees to the mill;

**"furniture removal sector"** means all transport employers within the scope of the Council that exclusively transport and store new or used furniture or appliances for households or businesses;

**"goods"** means any movable property, including but not limited to any article, commodity or substance such as sand, soil, gravel, stone, coal, water or other liquid, gaseous or solid matter and includes containers or containerised goods;

**"gross combination mass"** in relation to a motor vehicle (articulated) that is used to draw another motor vehicle, means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and its load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned;

**"gross vehicle mass"** in relation to a motor vehicle (rigid), means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned;

**"hazardous substances"** means substances defined in the regulations for the transportation of hazardous substances under the Hazardous Substances Act, 15 of 1973;

**"heavy motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg;

**"heavy motor vehicle (rigid)"** means a motor vehicle (rigid), the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg;

**"hourly wage rate"** means the weekly wage divided by the number of ordinary hours of work worked by an employee in a week;

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"hours of work" includes all periods of driving and any time spent by a driver, security officer or any other employee on other work connected with the vehicle or the load and all periods during which the employee is obliged to remain at his or her post in readiness to work when required to do so, but does not include any meal interval prescribed in terms of clause 5 or any period in respect of which a subsistence allowance is payable to an employee in terms of clause 36, if during such interval or period the employee does no work other than remaining in charge of the vehicle and its load, if any, or guarding the vehicle and its load, if any;

"internal motor vehicle" means a motor vehicle used on the premises of or inside an establishment;

"law" includes the common law;

"light motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg;

"medium motor vehicle (articulated)" means a motor vehicle (articulated), the gross combination mass of which exceeds 3 500 kg but not 9 000 kg;

"medium motor vehicle (rigid)" means a motor vehicle (rigid), the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg;

"month" means a calendar month;

"monthly wage" means an employee's weekly wage multiplied by four and a third (4,333);

"motor vehicle" means any self-propelled vehicle used for conveying goods or containers and includes a truck-tractor, a motorcycle, a motor tricycle and a tractor, but does not include a mobile hoist;

"motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer or trailers;

"motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated);

"night work" means work performed after 18h00 and before 06h00 the next day;

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"ordinary hours of work" means the hours of work prescribed in clause 3 (2) or, if by agreement between an employer and employee, the employee works a lesser number of ordinary hours, those lesser hours;

"overtime" means, subject to the provisions of clause 11(2), all hours worked in excess of the ordinary hours of work prescribed in clause 3(1), other than on a Sunday or public holiday;

"public holiday" means a public holiday specified in Schedule 1 of the Public Holidays Act, 36 of 1994 and any other day declared as such under Section 2A thereof;

"Road Freight and Logistics Industry" or "Industry" means the sector in which employers and employees are associated for carrying on one or more of the following activities for hire or reward:

- (a) the transportation of goods by means of motor transport;
- (b) the storage of goods, including the receiving, opening, unpacking, packing, despatching and clearing, or accounting for, of goods if these activities are ancillary or incidental to paragraph (a); and
- (c) 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 (a) and (b) of this definition;

"running repairs" means repairs to a vehicle and its component parts that can be effected by the driver, a security officer, grade I, or a general worker with tools normally supplied by the manufacturer of such vehicle, which includes normal tools required to change or pump a wheel, screwdrivers, pliers, spare globes and adjustable spanners;

"semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor;

"substantive issues" means all issues involving cost and affecting the wage packets of employees;

"sugar cane sector" means that portion of the sugar transport sector in which employers and employees are primarily associated for the handling and transportation of sugar cane and associated products between the fields and mills for hire or reward;

"sugar cane in-field operations" means operations between the point of harvesting sugar cane and the mill;



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**"team leader"** means an employee who, under general supervision, is in charge of a group of general workers and who may keep records of the work they do and engage in the same work;

**"temporary employee of a temporary employment service"** means a temporary employee of a temporary employment service referred to in clause 66 of the Agreement and who renders services to a client that operates in the Industry and falls within the registered scope of the Council;

**"temporary employment service"** means any person or labour broker who, for reward, procures for or provides to a client other persons who –

- (a) render services to, or performs work for, the client; and
- (b) are remunerated by the temporary employment service;

**"tractor"** means a motor vehicle designed or adapted mainly for drawing other vehicles and not for carrying any load;

**"trailer"** means a vehicle that is not self-propelled, but is designed or adapted to be drawn by a motor vehicle;

**"truck-tractor"** means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than in the form of a trailer, semi-trailer or ballast resting on it and does not include a tractor;

**"ultra-heavy motor vehicle"** means a motor vehicle, the gross vehicle mass or gross combination mass of which exceeds 25 000 kg;

**"unauthorised absence"** means absence without leave (AWOL), unpaid leave or unpaid sick leave;

**"wage"** means –

- (a) the amount of money payable to an employee as a basic wage in terms of Schedule 5 in respect of the employee's ordinary hours of work; or
- (b) a larger amount than that prescribed in Schedule 5 that an employer regularly pays an employee in respect of ordinary hours of work;

but excludes any bonus;

**"wage register"** means the record required to be kept by an employer in terms of clause 50(3);

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**"working day"** means any consecutive period of work in the course of a working day, that has been set by an employer for an employee, but does not include any period of overtime and the following shall be computed as one (1) working day:

- (a) each Sunday on which an employee is required to work,
- (b) each Saturday on which an employee works at least nine overtime hours;
- (c) each working day on which an employee is absent on leave, sick leave, family responsibility leave, study leave or on the instruction or with the consent of the employer;

**"year"**, in respect of an employee, means any period of employment in the Industry extending over a period of 12 consecutive months.

**2. Job categories**

Unless the context indicates otherwise, the following definitions apply to the following job categories -

**"artisan assistant"** means an employee who assists an artisan by working on basic tasks such as removing covers, taking motors apart and doing repairs, under supervision, on basic equipment, using limited tools and manual equipment and also assisting in cleaning the work area and workshop;

**"checker, grade I"** means an employee who checks the assembling, packing, unpacking, weighing, stacking, loading, unloading, marking or addressing of goods or containers and who checks, enters or records particulars of such goods or containers manually to a written or electronic statement;

**"checker, grade II"** means an employee who checks the assembling, packing, unpacking, weighing, stacking, loading, unloading, marking or addressing of goods or containers and who checks, enters or records particulars of such goods or containers manually to a written or electronic statement and who supervises and checks the work of a general worker;

**"custodian"** means an employee who drives a motor vehicle and is engaged in the guarding and handling of cash, valuables, securities and negotiable documents in transit and who may be required to carry firearms and to replenish Automated Teller Machines."

**"despatch clerk"** means an employee who -

- (a) is responsible for the receipt, packing or despatch of goods or containers from a store, warehouse or storage place;
- (b) may supervise and check the work of a checker, grade I or II or a general worker; and
- (c) utilises information and data stored manually, or electronically on a computer system;

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"driver" means an employee who is engaged in driving a motor vehicle;

"gantry crane operator, grade I" means an employee who is engaged in driving a gantry crane with a lifting capacity exceeding 6 000 kg, or in operating or controlling it from the floor of an establishment;

"gantry crane operator, grade II" means an employee who is engaged in driving a gantry crane with a lifting capacity not exceeding 6 000 kg, or in operating or controlling it from the floor of an establishment;

"general worker" means an employee who is engaged in one or more of the following duties:

- (a) Opening, closing, nailing up, sewing up, marking, tying, filling or emptying bales, vats, packing cases, boxes, tins, cartons, drums, bags or containers;
- (b) assisting in the loading or unloading of containers;
- (c) throwing over or removing tarpaulins or plastic coverings;
- (d) sealing or opening messages, packages, letters or goods and delivering or transporting them on foot, by pedal cycle or tricycle, or by hand-operated vehicle;
- (e) carrying, lifting, pulling, pushing, dragging, packing, unpacking, repacking, stacking, rolling up, shifting, loading or unloading any goods, containers, packages or vehicles, wheelbarrows, trolleys or other hand-operated vehicles, other than by using power-driven equipment;
- (f) pasting labels on goods or marking, branding, stamping or stencilling goods, or perforating labels;
- (g) parcelling, wrapping or tying goods;
- (h) replacing towels, soap or toilet paper;
- (i) cleaning goods or containers;
- (j) setting up or taking apart ready-made cardboard or fibreboard boxes or similar containers by hand;
- (k) shovelling or scattering stone, gravel, soil, clay, sand or other raw materials with a shovel;
- (l) boring, scraping down or sandpapering by hand;
- (m) guarding motor vehicles, goods or the loads on motor vehicles;
- (n) operating a hand-operated crane, hoist, pump, duplicating machine, jack or winch;
- (o) assisting an artisan in ways other than by using the tools of his trade independently;
- (p) washing overalls, uniforms, protective clothing, packing material or blankets;
- (q) working on a motor vehicle, trailer or semi-trailer, or accompanying it on trips;
- (r) repairing packing cases, cases, crates or pallets by hand;
- (s) cleaning premises, pallets, vehicles or machinery;

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- (t) preparing rations or making or serving tea or similar beverages for employees or making or
- (u) serving tea or other refreshments for the employer or his guests;
- (v) using rubber or other stamps where selection or discretion is not needed;
- (w) opening or shutting railway trucks or containers;
- (x) applying paint or anti-rust agents to goods, trailers or semi-trailers by hand;
- (y) removing, replacing, changing or pumping wheels, tyres or tubes of motor vehicles, front-end loaders, mobile hoists, trailers, semi-trailers, cycles, wheelbarrows, trolleys or other hand-driven vehicles, or repairing tubes; or
- (z) any other manual labour;

**"general worker, repair shop"** means an employee who assists an artisan by doing manual and physical tasks, which may include carrying tools, cleaning parts, cleaning the work area, packing away tools and helping where needed;

**"loader operator, grade I"** means an employee who operates a power-driven front-end loader with a lifting capacity exceeding 6 000 kg, used in the loading, shifting or unloading of soil, sand, stones, gravel or any other raw materials, goods or containers;

**"loader operator, grade II"** means an employee who operates a power-driven front-end loader with a lifting capacity not exceeding 6 000 kg, used in the loading, shifting or unloading of soil, sand, stones, gravel or any other raw materials, goods or containers;

**"mobile hoist operator, grade I"** means an employee who is engaged in operating a power-driven mobile hoist or fork-lift truck with a lifting capacity exceeding 6 000 kg used in the loading, unloading, moving or stacking of goods or containers, but does not include an internal motor vehicle;

**"mobile hoist operator, grade II"** means an employee who is engaged in operating a power-driven mobile hoist or fork-lift truck with a lifting capacity not exceeding 6 000 kg used in the loading, unloading, moving or stacking of goods or containers, but does not include an internal motor vehicle;

**"other categories of employees"** means all employees employed in operations, warehousing, fleet maintenance and administration, but excluding management that take decisions to recruit or discipline employees, but including supervisors and controllers regardless of whether or not they may make decisions to recruit or discipline;

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**"owner-driver"** means an employer who is the owner or part-owner or leaseholder or renter of one or more motor vehicles used in transporting goods for hire or reward and who drives any such motor vehicle for the purposes of transporting goods;

**"packer/loader, grade I"** means an employee who is responsible for packing or loading furniture into any container or into or out of a vehicle or unloading or unpacking furniture;

**"packer/loader, grade II"** means an employee who is responsible for packing or loading furniture into any container or into or out of a vehicle or unloading or unpacking furniture and who supervises the activities of a general worker;

**"part-time employee"** means an employee who does not work full-time, but who is employed on a permanent basis and who is only required to work a fixed and limited number of hours per day, per week or per month;

**"relief employee"** means an employee, other than a temporary employee of a temporary employment service, who is employed by the same employer for not more than 16 days in a 30-day period and not more than 144 days in a 52-week period;

**"seasonal worker (Sugar Transport Sector)"** means an employee who is in the permanent employ of an employer transporting sugar cane and who, owing to the seasonal nature of the Sugar Sector, is required to report for duty only as and when required by the employer;

**"security guard"** means an employee, other than a security officer, who is engaged in one or more of the following duties: guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property, whether or not the employee handles or controls dogs in the performance of any or all of these duties;

**"security officer, I"** means an employee who drives a motor vehicle and is engaged in the guarding of cash and valuables and the guarding and handling of securities and negotiable documents in transit and who may be required to carry firearms;

**"security officer, II"** means an employee who is engaged in the guarding and handling of cash, valuables, securities and negotiable documents in transit and who may be required to carry firearms;

**"security officer, III"** means an employee who receives, issues, moves and controls cash-carrying containers conveyed between security officers, I or II, and bank officials and who may be required to carry firearms;

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**"semi-skilled artisan"** means an employee who, although still under the supervision of an artisan, works independently on jobs but is not held fully responsible for final checking and who-

- (a) does more complex repairs, uses fault-finding equipment, chooses alternative ways of carrying out tasks, operates electrical and mechanical equipment or may be required to do jobs such as basic welding, and
- (b) is not fully qualified as an artisan but could in the future do a trade test and qualify as an artisan;

**"storeman (workshop)"** means an employee who is engaged in receiving, recording, storing, unpacking and issuing spares for the repair and maintenance of vehicles;

**"storeman (warehouse)"** means an employee who is in charge of stocks of incoming goods or containers and who is responsible for receiving, recording, storing, packing or unpacking goods or containers in a store or a warehouse or a storage place and for delivering goods or containers from a store, warehouse or storage place for despatch;

**"vehicle guard"** means an employee who is engaged to provide a protective armed service to the security officer II in securing an area or guarding cash, valuables, securities and negotiable documents in transit.

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**SCHEDULE 3: MONTHLY RETURN**

**NOTES FOR COMPLETING ANNEXURE A4**

The monthly return submitted to the Council in terms of the provisions of this Agreement must comply with the following –

1. The wage column of the monthly return must reflect –
  - (a) the normal basic weekly wage of a part-time employee, calculated in terms of clause 61(3);
  - (b) the total basic weekly wage earned by a relief employee during a month, including the additional premium of 10%; and
  - (c) the total actual basic wage earned by temporary employees of temporary employment agencies during a month.
  
2. The "working days worked" column of the monthly return must reflect –
  - (a) the total number of working days worked by relief employees during a month;
  - (b) the total working days accrued by temporary employees of a temporary employment service during a month.
  
3. In respect of the category column of the monthly return -
  - (a) part-time employees must be identified by the insertion of a "P";
  - (b) relief employees must be identified by the insertion of an "R";
  - (c) temporary employees of a temporary employment service must be identified by insertion of a "T".

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**SCHEDULE 4: WELLNESS FUND**

**1. Comprehensive HIV/AIDS awareness strategy**

**(1) The Council has –**

- (a) conducted an investigation, research, negotiation and consultation and has concluded that no existing social security, health, pension or medical scheme functioning within parameters of current legislation has the means, potential, scope or ability to provide comprehensively for the various services required by the Industry, and in particular to deal with the challenges of the effects of the HIV/AIDS pandemic on the Industry;
- (b) as a result of the processes conducted in paragraph (a), devised a comprehensive strategy to promote awareness for the provision of facilities, services and substantive and procedural rights and benefits for employees in the Industry who are diagnosed HIV positive, or who suffer from the effects of AIDS;
- (c) developed an implementation plan for implementing the comprehensive awareness strategy;

**2. Employer and employee contributions to implementation of strategy**

**(1) The expenses involved in implementing and maintaining the implementation plan and any amendments to the plan, will be defrayed from money collected in the following manner:**

- (a) an amount equivalent to 0.5% per week of an employee's normal basic weekly wage must be deducted by an employer from the wage of every employee who works for the employer on one or more days in a week, including part-time employees, relief employees and temporary employees of a temporary employment service;
- (b) an amount paid by the employer, equivalent to 1% of the total monthly basic wage bill.

**(2) The employer must –**

- (a) pay the amounts referred to in sub-item (1) to the Council by no later than the 20<sup>th</sup> day of each month following the month when the money was deducted;
- (b) submit to the National Secretary of the Council a separate monthly return (Annexure A4), for each of the employer's establishments. The return must be on a form prescribed by the Council for this purpose, and must include each employee's full names, surname and identification number. Part-time employees and relief employees must be identified as such on the Annexure by inserting a "P"



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or an "R", respectively, before the job category in the "Category" column. In the event of an employer rendering a computer generated monthly return, the format thereof must comply with Annexure A4, failing which the National Secretary of the Council has the discretion to reject the form.

- (3) For the purposes of calculating the amount to be deducted in terms of paragraph (a) of sub-item (2) –
- (a) the basic wage of a relief employee is deemed to not include the premium of 10%;
  - (b) the basic wage of a part-time employee is calculated in accordance with the formula in clause 61(6) of the Agreement and as reflected in the wage column of the monthly return (Annexure A4).

**3. Exemption from provisions of this clause**

- (1) Any employer who has implemented or intends implementing a scheme or programme which provides the following benefits, or substantially similar benefits, may apply in terms of clause 74 of the Agreement to be exempted from some or all the provisions of this clause –
- (a) HIV education and behavioural change interventions;
  - (b) confidential voluntary counselling and testing;
  - (c) treatment and support;
  - (d) basic medical insurance.
- (2) An employer who is granted an exemption may not deduct more than the percentage specified in item 2(1) of this Schedule from the wage of any employee for the purpose of operating a scheme or programme.

**4. The Wellness Fund**

- (1) The management and administration of the Fund is vested in a Wellness Committee appointed by Council in terms of clause 17 of Council's Constitution. The committee must consist of at least ten representatives, of whom five must be employer representatives and five must be employee representatives. For each representative, an alternate must be appointed by the Council from amongst its members.
- (2) Representatives and alternates will hold office for a period of twelve months and will be eligible for re-appointment.

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- (3) In performing its function and duties and exercising its powers, the Committee may contract with service providers for the provision of services, facilities, publications, support, training, counselling, presentations and any other service necessary for the implementation and continuance of the plan, including but not limited to, a self-insured contingency policy with any institution registered with the Registrar of Short-term Insurance.
- (4) The Committee must, subject to the approval of the Council, direct the policy of the Fund and administer the general business and activities of the Fund in accordance with the Rules.
- (5) If a dispute arises at any time as to the administration of the Fund and the members of the Committee are equally divided, the matter must be referred to the Council for a decision.
- (6) If the Committee is unable to perform its duties for any reason, the Council must perform the duties and exercise the powers of the committee.

**5. Financial control of the Wellness Fund**

- (1) The Executive Committee of the Council must collect all revenue of the Fund and deposit all money so received in a banking account opened in the name of the Fund.
- (2) Withdrawals from the Fund must be by cheque and the Executive Committee must designate people as authorised signatories for this purpose.
- (3) The Council must appoint a registered auditor annually and must determine the fees of that auditor.
- (4) The appointed auditor must –
  - (a) audit the accounts of the Fund at least once a year; and
  - (b) prepare a statement showing all money received and expenditure incurred under all headings during the 12 months ended 28/29 February of the preceding year, together with a balance sheet showing the assets and liabilities of the fund as at that date.
- (5) The audited statement and balance sheet of the Fund, countersigned by the Chairperson of the Council, together with any reports made thereon by the auditor –
  - (a) must lie for inspection at the offices of the Council; and

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- 
- (b) a certified copy thereof must be transmitted to the Registrar of Labour Relations within three months of the close of the period covered thereby.
  - (6) Any money not required to meet current payments and expenses of the Fund must be invested in –
    - (a) savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;
    - (b) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);
    - (c) a registered unit trust; or
    - (d) any other manner approved by the Registrar of Labour Relations.
  - (7) Income earned on invested money accrues to the Council in reimbursement of expenses incurred by the Council on behalf of the Fund.

**6. Rules of the Wellness Fund**

The Executive Committee has the power, subject to the approval of the Council, to make, amend and withdraw rules governing the administration of the Fund, provided that such rules and any amendment thereof must be consistent with the provisions of this Agreement and with the provisions of any law. A copy of the rules must be forwarded to the Director-General of Labour.

**7. Access to establishments**

- (1) Upon request by the Council or by a trade union party that represents the majority of employees in a workplace, the employer must permit duly authorized representatives, agents, officers, trainers or presenters of service providers, access to the premises for the purposes of conducting awareness and education programmes.
- (2) An employer may make any access subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or prevent undue disruption of work.

**8. Extension of the Wellness Fund**

The wellness fund is hereby extended to include a basic medical insurance for a period of 2 years at no extra cost to employers and employees.

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**SCHEDULE 5: REMUNERATION AND OTHER MONETARY BENEFITS**

**1.(a) Minimum Wages**

- (1) For the period until 29 February 2012, 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:

(a) Weekly Wages:

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

**TABLE ONE: MINIMUM WAGES AND WAGE INCREASES; GRADES 1 TO 6 :  
For the period ending 29 February 2012**

1 Category Code	2 Class	3 Grade	4 Patter- son 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	R747.76	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 B1	R845.24	9%
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium motor vehicle driver (rigid) Artisan assistant..... Gantry crane operator, grade I..... Mobile hoist operator, grade I..... Checker, grade II..... Loader operator, grade I..... Gantry crane operator, grade II..... Storeman (workshop)..... Team leader.....	3.	B2  B2 B2 B1 B2 B2 B1 B2 B2	R1041.77	9%
50	Vehicle Guard.....	3.	B2	R1646.70	9%
10 11 12 13 18	Heavy motor vehicle driver (articulated)..... Heavy motor vehicle driver (rigid)..... Extra-heavy motor vehicle driver (articulated)..... Extra-heavy motor vehicle driver (rigid)..... Dispatch clerk.....	4.	B3 B3 B3 B3 B3	R1193.90	9% (subject to clause 1 (2) below)
14 45 49	Ultra-heavy motor vehicle driver..... Semi-skilled artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R1384.73	9% (subject to clause 1 (2))

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51	Custodian.....	5.	B4	R1921.15	below 9%
41	Security officer, III.....	6.	B3	R1372.25	9%
40	Security officer, II.....		B3	R1646.70	
39	Security officer, I.....		B4	R1646.70	

(2) In respect of grades 4 and 5 employees who received up to 3% increase as a result of minimum wages as of 28 February 2011, an offset to the maximum of 2% on the ATB shall apply.

(3) Across the board increase for employees who were in the employ of an employer prior to the publication of the above mentioned wage schedule shall be awarded a wage increase of 9% on actual wage.

1.(b) For the period 1 March 2012 to 28 February 2013 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:

1 Cate- gory Code	2 Class	3 Grade	4 Patter- son 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	R807.58	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	R912.86	8.5%
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium motor vehicle driver (rigid) Artisan assistant..... Gantry crane operator, grade I..... Mobile hoist operator, grade I..... Checker, grade II..... Loader operator, grade I..... Gantry crane operator, grade II..... Storeman (workshop)..... Team leader.....	3.	B2 B2 B2 B1 B2 B2 B1 B2 B2	R1125.11	8.5%
50	Vehicle Guard.....	3.	B2	R1786.67	8.5%
10 11 12 13	Heavy motor vehicle driver (articulated)..... Heavy motor vehicle driver (rigid)..... Extra-heavy motor vehicle driver (articulated)..... Extra-heavy motor vehicle driver	4.	B3 B3 B3	R1289.41	8.5%

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18	(rigid)..... Dispatch clerk.....		B3 B3		
14	Ultra-heavy motor vehicle driver.....	5.	B4		
45	Semi-skilled artisan.....		B4	R1495.50	8.5%
49	Storeman (warehouse).....		B4		
51	Custodian.....	5.	B4	R2084.15	8.5%
41	Security officer, III.....	6.	B3	R1488.99	
40	Security officer, II.....		B3	R1786.67	8.5%
39	Security officer, I.....		B4	R1786.67	

1.(c) Across the board increases for employees in other categories:

For the period ending 29 February 2012 and 28 February 2013 respectively, the following increases will be applicable to employees whose minimum wages are not prescribed but fall within the definition of the bargaining unit in terms of clause 56 of the Collective Agreement.

(i) General Freight and Logistics, Sugar Cane Sector, In-Field Operations and Furniture Removal Operations:

Bands	Period ending 29/02/2012	Period ending 28/02/2013
(i) Employees earning less than R6000.00 pm	100% of 7%	100% of 7%
(ii) Employees earning between R6001.00 and R8000.00 pm	87.5% of 7%	87.5% of 7%
(iii) Employees earning between R8001.00 and R10000.00 pm	80% of 7%	80% of 7%

(ii) Cash-in-Transit:

Bands	Period ending 29/02/2012	Period ending 28/02/2013
Other categories for example (Box Room Marshall, Radio Controller, Tactical Support Officer, Team Leader and Counting House [Tellers])	7%	7%

(iii) The increases in (i) and (ii) above are to be off-set against any company paid increases over the last 12 months. The off-set is only in respect of the 2011 across the board increases. In the event that an employee in the extended bargaining unit received an increase greater than reflected in (i) and (ii) above, the employer will not be entitled to recover such difference from such employee.

(iv) The increases in (i) and (ii) above shall only be effective for the duration of this Collective Agreement and no other provisions of the Collective Agreement shall apply to the other categories of employees except for the provisions of clauses 54 and 69 of the Collective Agreement.

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**2. Night-shift allowance**

- (1) The night shift allowance for seasonal workers in the Sugar Transport Sector is R11.50 per night shift worked.
- (2) An employee, excluding an employee referred to in sub-item (1), who performs more than one hour of night work must be compensated by –
  - (a) an allowance of R6.08 beyond 1 hour and R1.22 for every hour in excess thereof; or
  - (b) by a reduction of ordinary working hours.

**3. Consolidated allowance**

The consolidated allowance payable in terms of clause 63 (7) is R100 per month.

**4. Subsistence and Cross Border allowance**

The subsistence allowance payable in terms of clause 36 of the Main Agreement, must be at least -

- (a) R22.54 for each period of absence within the borders of the Republic of South Africa;
- (b) R31.56 for each period of absence outside the borders of the Republic of South Africa;
- (c) R19.53 for each of the three daily meal intervals during such absence.

**5. Mortality and special grants**

The mortality and special grants that employees are entitled to receive for each completed year of service, up to a maximum of 30 years, during which contributions have been received is as follows –

- (a) Drivers and security officers, grade I and grade II: R150,00 per completed contribution service year; and
- (b) all other employees: R100,00 per completed contribution service year.

**6. Dangerous Goods Driver Limitation of Hours Allowance**

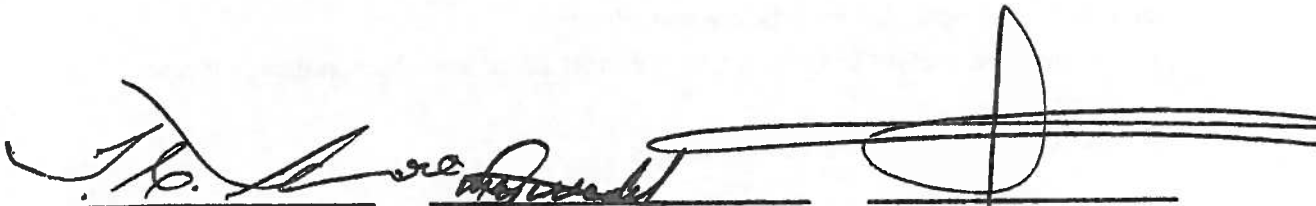
The allowance that must be paid to Dangerous Goods Drivers in terms of clause 60 of the Main Agreement is –

- (a) R76.65 if the client restricts the driver's hours of work to 12 hours or less;
- (b) R49.28 if the client restricts the driver's hours of work to 13 hours or less but not less than 12;

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- (c) R27.38 if the client restricts the driver's hours of work to 14 hours or less but not less than 13.

Signed at Johannesburg, for and on behalf of the parties to the Council this 25 day of August 2011.



**T.C. SHORT**  
Chairman of the Council

**M. GWEDASHE**  
Vice-Chairman of the Council

**J. LETSWALO**  
Secretary of the Council



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**SCHEDULE 6****PRESCRIBED FORMS**

1. ANNEXURE A.1 - STATEMENT OF REGISTRATION WITH COUNCIL
2. ANNEXURE A.2 - CERTIFICATE OF REGISTRATION
3. ANNEXURE A.3 - CERTIFICATE OF SERVICE
4. ANNEXURE A.4 - MONTHLY RETURN OF LEVIES AND FUNDS TO COUNCIL
5. ANNEXURE A.5 - PRO-RATA ENTITLEMENT ADVICE VOUCHER
6. ANNEXURE A.6 - ANNUAL PAYMENT VOUCHER
7. ANNEXURE A.7 - NOTICE OF TERMINATION OF EMPLOYMENT
8. ANNEXURE A.8 - APPLICATION FOR SICK LEAVE BENEFIT

office

For completion use only	
Levy No.	
Magisterial No.	
Province	
Chamber Code	



A.1  
Ver. 06/11

**ANNEXURE A.1  
STATEMENT RE REGISTRATION WITH THE NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT  
AND LOGISTICS INDUSTRY**

Private Bag X69, BRAAMFONTEIN, 2017  
Tel. No.: (011) 703-7000 / Fax No.: (011) 339-1380  
E-mail: [payouts@nbcfrfi.co.za](mailto:payouts@nbcfrfi.co.za) / Website: [www.nbcfrfi.org.za](http://www.nbcfrfi.org.za)

Trade name			
Name of company/trust			
Company registration no.		Fax no.	( )
Vat registration no.		Tel. no.	( )
Banking Details		Contact person	
Bank		Account no.	
Branch		Type	
Account holders name			
E-mail			
Postal address			Code
Physical address of establishment			
Magisterial district		Province	
Full name(s)/partner/trustees/directors/members			Residential address
1.		Id. no.	Tel. no.
			Cell no.
2.		Id. no.	Tel. no.
			Cell no.
3.		Id. no.	Tel. no.
			Cell no.
4.		Id. no.	Tel. no.
			Cell no.

PARTICULARS OF OWN PENSION/PROVIDENT FUND (IF APPLICABLE)					
Name of fund					
Name of fund administrators				Tel/Fax	
Date of inception			Registration no. of fund		
S.A.R.S. registration no. of fund					
Waiting period if any before employee may join the fund					
Contribution rate employer		<input type="text"/> %	Contribution rate employees		<input type="text"/> %
Registration no. of vehicles used			Gross vehicle mass		
Surname & initials of employees	I.d. no's	Date engaged	Category code	Weekly / monthly wage	Trade Union membership
<i>Business commenced on</i>					<b>OFFICE USE</b>
<i>I hereby certify the above information to be correct</i>			1. Date of first contact 2. First Return-Month 3. Provident Fund 4. Employer Classification		
Signature of employer			Date		



**A.8**  
Ver. 06/11

**ANNEXURE A.8**  
**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY**  
**APPLICATION FOR SICK LEAVE BENEFIT**

31 De Korte Street  
Braamfontein, Johannesburg, 2001  
Tel. No. (011) 703-7000 / Fax No. (011) 339-1380

Private Bag X69  
Braamfontein, 2017  
E-mail: [payouts@nbcrfi.co.za](mailto:payouts@nbcrfi.co.za)  
Website: [www.nbcrfi.org.za](http://www.nbcrfi.org.za)

- 1. Full names of employee .....
- 2. Identity No. ....
- 3. Clock No. ....
- 4. Computer No. ....
- 5. Period of absence from work ..... to ..... Inclusive
- 6. Period of absence by doctor as per sick note ..... to ..... Inclusive
- 7. Did injury occur on duty? Yes   
 No

If to be paid directly into bank account in employee's own name, please supply details:

Bank Name	<input style="width: 100%;" type="text"/>		
Type of Account	Current <input type="checkbox"/> 1	Savings <input type="checkbox"/> 2	Transmission <input type="checkbox"/> 3
Branch Name	<input style="width: 100%;" type="text"/>		
Branch Code	<input style="width: 20%;" type="text"/>	Account No.	<input style="width: 60%;" type="text"/>

I / We certify that the above mentioned details are true and correct.

Date .....

Place .....

.....  
Signature

Stamp of Company

**N.B**  
Original doctor's note **must** be attached to this application.



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