

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

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN:

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION

AND

MOTOR TRANSPORT WORKERS UNION

AND

TRANSPORT AND ALLIED WORKERS UNION OF SOUTH AFRICA acting jointly with
PROFESSIONAL TRANSPORT AND ALLIED WORKERS UNION OF SOUTH AFRICA

AND

ROAD FREIGHT ASSOCIATION

AND

NATIONAL EMPLOYERS ASSOCIATION OF SOUTH AFRICA

The above parties being the parties of the National Bargaining Council for the Road Freight and Logistics Industry agree to the following process and amendments/inclusions to the Council's Main Collective Agreement, arising from the wage negotiations conducted in terms of the Constitution, for implementation in 2022 and 2023. The parties record their agreement as follows:

August 2021 – Settlement Agreement


DP
EM
MA
T.S

1. GENERAL PROVISIONS

1.1 PERIOD OF OPERATION

The period of operation of this agreement is two years across all chambers.

The Parties reiterate their in-principle support for a three-year agreement to ensure labour peace and stability in the industry. However, in light of the current unique social and economic circumstances that create unprecedented uncertainties, a two-year agreement will be more suitable for the current negotiations cycle.

The Parties furthermore agree to endeavour to revert back to the existing three-year cycle at the next negotiations.

1.2. WAGES

1.2.1. ATB across all chambers:

2022 – 5% on 1 March 2022 and 1% on 1 September 2022

2023 – 5% on 1 March 2023

EBU increases to apply as per the existing provisions in the agreement, thus up to Patterson B4 to receive the same increase as ATB and Patterson C1 to receive 1% less than ATB.

1.2.2. Minimums

The minimums for all chambers to increase as per the agreed ATB.

1.2.3. Allowances

All allowances to increase as per the agreed ATB.

However, the Hazchem allowance (Clause 60) and the Wellness Fund contributions (Schedule 4) which are calculated at a percentage of the Basic / MIN, whichever is applicable, will remain as specified in the Main Agreement. It follows that the latter will increase by default due to the increase of the ATB and MIN.

1.3 EMPLOYMENT OF FOREIGN NATIONALS

The Parties agree that Government Legislative Framework, in particular the Immigration Act, 13 of 2002 as amended, and the Employment Services Act, 8 of 2014 as amended, must



DP

TS
MB

apply. Furthermore, there will be a process within which the Council Administration must collect data from employers who employ Foreign Nationals within the Industry and report their findings to Council by no later than 1 March 2022. Such report will then be submitted to the Department of Employment and Labour for inspection and enforcement purposes.

1.4 FAMILY RESPONSIBILITY LEAVE

The Parties agree that an Employer must grant an employee, including a part-time employee up to a maximum of 5 (five) working days leave per year on full pay in an event of death or serious illness of an immediate family member in terms of Clause 22 (2) of the Main Collective Agreement. In case of birth of a child of which the employee is the biological father, grant parental leave as per Section 25A of the Basic Conditions of Employment Act.

1.5 ESSENTIAL SERVICES IN COURIER

The Parties agree that an application for essential services for Courier to be declared essential services must be submitted to the Essential Services Committee in terms Section 70 of the Labour Relations Act 65 of 1995.

1.6 VOLUNTARY FUND ADMINISTRATION

The Parties agree that SBV must apply for an exemption as prescribed by Clause 74 of the Main Collective Agreement. The parties further agreed that such application will not be opposed.

1.7 CIT-EBU OVERTIME

The Parties agree to comply with the provisions of the BCEA, and that non-compliance with the BCEA, the BCEA will apply.

2. ADMINISTRATIVE PROVISIONS

2.1 EXTENSION AND IMPLEMENTATION OF THIS AGREEMENT

The provisions of clause 20.3 of the NBCRFLI constitution shall apply in this regard.



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3. PROCESS

The Parties will conclude a collective protocol agreement specifying the process on how the matters in process, as listed below (clause 3.1 to 3.16), will be dealt with. This will include the appointment of independent service provider (s) where applicable, to conduct research and studies on the deferred matters subject to the terms of reference and timelines being agreed upon. This process will be subject to the provisions of the Council Constitution.

The Parties agreed to draft and finalise the collective protocol agreement by not later than 17 September 2021.

3.1 ELECTRONIC LOG SHEETS (Service provider not required):

The Parties agree that both manual and electronic log sheets or attendance registers will be accepted by the NBCRFLI.

This requires amendment of Clause 51 of the Main Collective Agreement to provide for requirements of both manual and electronic systems, which must be dealt with at MEMCO and concluded for implementation on 1 March 2022.

3.2 DRIVE CAM

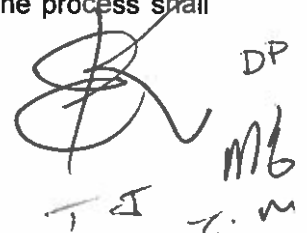
Where vehicles are equipped with a drive cam or similar device/s, employers must ensure that the sleeping berth areas in the cab are obscured in order to provide privacy for employees in the sleeping berth area in the truck.

The Parties agree to delegate this matter to MEMCO for finalization and implementation by no later than 1 March 2022. Failure to reach an agreement and implement by 1 March 2022, either party to the process shall reserve their rights.

3.3 CIT-INDUSTRY INSURANCE

The Parties agree to explore the option for a medical insurance, which will include basic hospital cover and will replace the current Wellness Fund and will not be less favourable than the current Wellness Fund offering.

This is to be implemented by no later than 1 March 2022, subject to a procurement process to acquire service provider/s and to establish a proper implementation process. Failure to reach an agreement and to implement by 1 March 2022, either party to the process shall reserve their rights.



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3.4 TRIBUS

CIT Chamber to address and investigate this issue for finalisation and implementation by 1 March 2022. Failure to reach an agreement and to implement by 1 March 2022, either party to the process shall reserve their rights.

The Parties agreed to finalise TES specific issues for implementation by 1 March 2022.

3.5 TES (Service Provider not required)

The Parties agree that a TES Committee must be established by no later than 1 March 2022 to deal with TES specific issues.

3.6 EXEMPTION CLAUSES (Service Provider not required)

The Parties agree to review Clause 74 of the Main Collective Agreement and that this be delegated to MEMCO to be finalized by no later than 30 November 2021. The Parties will exchange lists of problematic clauses by no later than 1 October 2021. Any amendments to be implemented by 1 March 2022, subject to promulgation and extension of the amended clauses of the Main Collective Agreement.

3.7 OWNER-DRIVER DEFINITION (Service Provider not required)

The Parties agree that the matter must be dealt with at the existing Enterprise Development Committee of the NBCRFLI.

3.8 RIGGER DRIVER POSITION

The Parties agree to delegate this matter to MEMCO for finalisation and implementation by no later than 1 March 2022. Failure to reach an agreement and implement by 1 March 2022, either party to the process shall reserve their rights.

3.9 PETROLEUM DRIVER POSITION

The Parties agree to delegate this matter to MEMCO for finalisation and implementation by

August 2021 – Settlement Agreement

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no later than 1 March 2022. Failure to reach an agreement and implement by 1 March 2022, either party to the process shall reserve their rights.

3.10 CIT -3-MAN TEAM

Parties' last proposals as at 10 August 2021 to be explored further.

Employer proposal:

Parties agree to embark on a process of risk mitigation and appropriate measures to ensure safety and protect the lives of employees, with the objective of setting minimum standards within the sector which may include, but not limited to, the following measures:

- 3-man team,
- Support / follow vehicle
- TSU/TSR, and
- Technology and or a combination of all.

Such process must be completed before the 1st of March 2022, failure in which either parties will reserve their rights.

Labour proposal:

Minimum of three employees per vehicle to be Security Officer I and ii either is a high-risk area or not and such exercise shall be negotiated in a process, be concluded, and implemented on the 1st of March 2022, failure in which either Parties will reserve their rights

3.11 NEW CATEGORY – FURNITURE REMOVAL

The Parties agree that the Trainee Furniture Removalist category must be introduced. However, the position must be graded, and a minimum wage to be determined through a process.

3.12 NEW CATEGORY - COURIER

The Parties agreed that the Priority Courier position must be introduced, subject to a process being concluded with the objective of grading the position and setting a minimum wage. This must be concluded and implemented on the 1st of March 2022, failure in which Parties will reserve their rights.

August 2021 – Settlement Agreement

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3.13 DUAL DRIVER PAYMENTS

Parties' last proposals as at 10 August 2021 to be explored further.

Employer proposal:

In the event that drivers qualify for subsistence during a trip, both drivers will be paid the higher subsistence amount applicable to that specific trip. Both drivers will therefore receive the same amount of subsistence for that specific trip. The increase on the dual driver subsistence allowance proposed, will still apply.

Labour proposal:

Labour demands that both drivers be paid equally at a full 15 hours.

3.14 EBU 13TH CHEQUE

Parties' last proposals as at 10 August 2021 to be explored further.

Employer proposal:

The current threshold of R10 000 or less that applies to the 1-week payment in December to be increased to R11 000. Thus, the current "R10 000" to be substituted with "R11 000". The rest of the clause to remain the same. Courier to confirm mandate.

Labour proposal:

Labour demands that 1 week should apply to those who earn above R10 000.00 and 2 weeks to apply to those earning below R10 000.00.

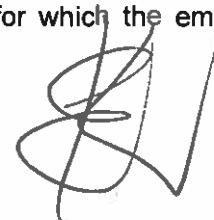
3.15 COURIER WAREHOUSE DEFINITION

Parties' last proposals as at 10 August to be explored further.

Employer proposal:

Definition:

Enterprises whose core function is the storage of goods, including the receiving, opening, unpacking, packing, dispatch and clearing or accounting of good on behalf of clients are not included in the scope of application of the NBCRFLI. This will apply to stand-alone warehouse operations or warehouse facilities whose core function is not the transportation of goods for gain by motor transport. Any transportation relating to the handling of goods would be ancillary to the warehouse. The common purpose for which the employees associate will have as purpose the operating of the warehouse.



ME DP
TJ 2.11

The above definition excludes:

Where an enterprise operates a warehouse or multiple warehouses on behalf of one or multiple principals / customers in the same facility for gain:

(a) where some principals / customers make use of a transport function only;

or

(b) where other principals / customers make use of both warehousing and transport services,

in a particular warehouse regardless of warehousing and transport service ratio, such facility will be deemed as a warehouse and distribution facility and thus falling within the scope of NBCRFLI.

Labour proposal:

Definition:

If the majority of the goods which are stored in the Warehouse are for road transportation for gain, such Warehouse shall be under the auspice and scope of the NBCRFLI, irrespective of whether is a stand-alone or not.

3.16 ABOLISHMENT OF INCENTIVE SCHEME

Parties' last proposals as at 10 August 2021 to be explored further.

Employer proposal:

Status quo to remain.

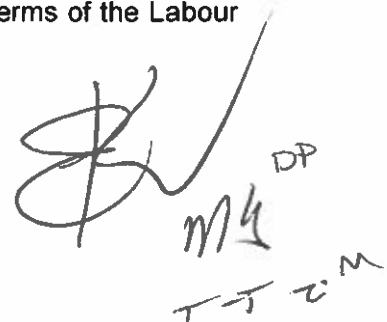
Labour proposal:

Standardize Overtime System to be introduce and shall be in the process in order to be concluded and be implemented on the 1st of March 2022, failure in which Parties will reserve their rights

3.17 GRADING IN CIT (UBU)

The Parties agreed that the grading for EBU in CIT to be completed by no later than 31 October 2021 for implementation in 1 March 2022.

The Parties agreed that failure to reach an agreement on the matters which have been referred to a process, namely: 3.1 to 3.16 above, either party reserve their rights in terms of the Labour Relations Act.




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SIGNATURES OF PARTIES TO THE WAGE AGREEMENT

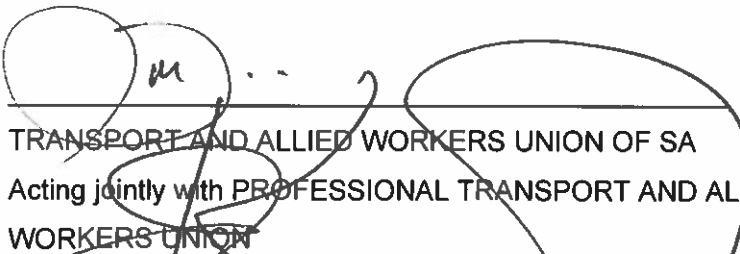
SIGNED ON THE UNDERMENTIONED DATES:




 SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION DATE 18/08 2021



 MOTOR TRANSPORT WORKERS UNION (S.A.) DATE 18/08/2021




 TRANSPORT AND ALLIED WORKERS UNION OF SA DATE 18/08/2021 2021
 Acting jointly with PROFESSIONAL TRANSPORT AND ALLIED
 WORKERS UNION



 ROAD FREIGHT ASSOCIATION DATE 18/8/ 2021



 NATIONAL EMPLOYERS ASSOCIATION OF SOUTH AFRICA DATE 18/8/ 2021

~~(Courier Chamber Only)~~ 
 (Inclusive of all the chambers)