

# Amendments to Main Collective Agreement: October 2019 to 2024



## **Government Gazette, 25 October 2019 No. 42788**

### **Clause 56 - Bargaining Unit (Before Amendment)**

- (2) Extended bargaining unit employees shall exclude employees within the traditional bargaining unit. It shall mean employees whose jobs are graded up to the C1 band and/or earning equals to or less than the threshold as stipulated in section 6(3) of the Basic Conditions of Employment Act, No 75 of 1997, as amended from time to time, that are involved in the administration of road freight logistics, warehousing and fleet maintenance and with reference to the categories listed in Schedule 7 of the Main Collective Agreement.

## **Clause 56 - Bargaining Unit (After Amendment)**

- (2) Extended bargaining unit employees shall exclude employees within the traditional bargaining unit. It shall mean employees whose jobs are graded up to the C1 band that are involved in the administration of the operations of road freight logistics, warehousing and fleet maintenance and with reference to the categories listed in Schedule 7 of the Main Collective Agreement.*
- (4) An Agent appointed in terms of clause 73 (1) is empowered to conduct an investigation on job description of an employee who is graded above C1 band but earning less than the minimum of a job category graded at C1 band or below.*
- After conclusion of the investigation, an Agent is entitled to make a determination on the correctness of the job description of such employee whose earning is less than the minimum of a job category graded at C1 band or below. In making such determination, the Agent shall be entitled to review and amend the job grading assigned to such employee. Any party that disputes the determination of the Agent in terms of this clause shall be entitled to refer a dispute to the Council in terms of clause 75.*

## SCHEDULE 7 EXTENDED BARGAINING UNIT EMPLOYEES

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

## **Schedule 5 - Remuneration and Other Benefits**

- Substituted Clause 7(1) - Dual Driver Subsistence

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

- (i) Year 1: R235.44 per day (3 meal allowances of R30.12 each and base portion of R145.08 per shift)
- (ii) Year 2: (from 1 March 2020 until 28 February 2021) R253.10 per day (3 meal allowances of R32.38 each and base portion of R155.96 per shift)
- (iii) Year 3: (From 1 March 2021 until 28 February 2022) R272.08 per day (3 meal allowances of R34.81 each and base portion of R167.66 per shift).

## **Amendments to Clauses 19, 29, and 30**

### Inclusion of Tax-related sub-clauses

- **Amended clause 19 by the insertion of a new subclause 19(13)**

“The contributions referred to in clause 19(1) must be included in each employees’ remuneration by the relevant employer for the purpose of calculating employees’ tax, on a monthly basis. Every employer shall pay over the amount of employees’ tax so withheld to the Commissioner for the South African Revenue Service (SARS) in accordance with the provisions of the Fourth Schedule to the Income Tax Act, 1962, as amended or replaced from time to time.

- **Amended clause 29 by the insertion of the new sub-clause 29(5)**

“The contributions referred to in clause 29(1) must be included in each employees’ remuneration by the relevant employer for the purpose of calculating employees’ tax, on a monthly basis. Every employer shall pay over the amount of employees’ tax so withheld to the Commissioner for the South African Revenue Service (SARS) in accordance with the provisions of the Fourth Schedule to the Income Tax Act, 1962, as amended or replaced from time to time. “

- **Amended Clause 30 by the insertion of the new sub-clause 30(6)**

“The contributions referred to in clause 30(1) must be included in each employees’ remuneration by the relevant employer for the purpose of calculating employees’ tax, on a monthly basis. Every employer shall pay over the amount of employees’ tax so withheld to the Commissioner for the South African Revenue Service (SARS) in accordance with the provisions of the Fourth Schedule to the Income Tax Act, 1962, as amended or replaced from time to time.

## **Government Gazette, 14 September 2021 No. 45158**

### Inclusion of Abnormal Loads Driver Position

- New category code (16)
- Minimum wage for abnormal loads driver R3632.77
- Definition of "abnormal loads" - means a motor vehicle, the gross vehicle mass of which exceeds 150 000kg;



# Government Gazette, 11 February 2022 No. 45905

## Clause 22: Family Responsibility leave

- The amendment now includes a revised clause 22(2) and an added clause 22(3), with the previous subclause 22(3) moved to become subclause 22(4)
- Before amendment: Clause 22 read as follows:
  - (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.*
- *After amendment: Clause 22 (2) and (3) reads as follows:*
  - (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 in the death or serious illness of an immediate family member.*
  - (3) *In case of the birth of a child, an employer must grant an employee parental leave as per Section 25A of the Basic Conditions of Employment Act.*

## Clause 26: General provisions on the administration of benefit funds

- Before amendment: Clause 26(4) read as follows:

“Any contribution paid to a benefit fund, which is not claimed or otherwise legally disposed off within five years of receipt of that contribution will be forfeited to the reserve funds of the benefit fund concerned.
- After amended clause 26(4) reads as follows:

“Any contribution paid to a benefit fund, which is not legally claimed within five years of receipt of that contribution Council will embark on a process of tracing the rightful owner or the beneficiaries as per the tracing policy.”

## Clause 51: Daily Logbook

- Inclusion of electronic logbooks
- Before amendment: Clause 51(1) read as follows:

“(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 manual logbook which meets the following specifications – “
- After amended clause 51(1) reads as follows:

“(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 manual or electronic logbook which meets the following specifications-”

## **Clause 53: Monthly returns**

- Before amendment: Clause 53(1) read as follows:

“(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 online monthly return and paying to the Council the total amount due for such return by the due date.”

- After amended clause 51(1) reads as follows:

“(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 by completing and submitting, the online monthly return and paying to the Council the total amount due for such return by the due date.”

## **Amendment to Clause 58: Prohibition of employment**

The amendment includes the addition of sub-clause 58(3)

"An employer who employs foreign nationals must comply with the Government Legislative Framework, in particular the Immigration Act, 13 of 2002 as amended, and the Employment Services Act, 8 of 2014 as amended. 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."

## Clause 62 Relief Employees

- Before amendment: Clause 62(5)(a) read as follows:

“(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;”

- After amended clause 62(5)(a) reads as follows:

“(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; “

## Clause 65A: Extended Bargaining Unit (EBU) Employees in the CIT

- Before amendment: Clause 65A read as follows:

- (1) EBU Process

- (a) Parties agree to the following process on all existing CIT EBU categories:

- (i) The CIT Chamber will, under the auspices of the Outstanding Wage issues Standing Committee, convene within 30 days of this Agreement becoming effective in terms of the Council's Constitution, clause 20.4, to appoint an independent service provider to:

- (a) grade aforementioned positions and provide generic job descriptions for same.

- (b) establish the existing earning range for the aforementioned with the aim of identifying the applicable MIN at the 25th percentile (minimum level) of such ranges.

- (ii) The outcome of such exercise must be reported to the same committee within 6 months of the commencement of the aforementioned process, with the aim of parties making an agreed recommendation to Council on the outcome.

- (b) BOXROOM MARSHALL GRADING

To be graded within 3 months from 3 September 2015. Within 6 months of the commencement of the aforementioned, parties will report to Council of the outcome. Should any party not agree on such outcome, any party may invoke any process in terms of the Council's Constitution and/or the Labour Relations Act.

- (c) TSO GRADING

To be graded as part of the process agreed above and in the interim, overtime to be paid after completion of 195 normal hours.

(d) Non-CPC Cross pavement 3rd man

- (i) The parties agree to a process to be convened within 30 days of this Agreement becoming effective in terms of the Council's Constitution, clause 20.4, in which a committee consisting of employer and employee representatives be established at each CIT company, to attempt to identify relevant criteria, including safety and security considerations. In order to determine the relevant operational requirements for the assignment of a 3rd man to an armoured vehicle.
- (ii) Within 6 months of the commencement of the aforementioned, parties will report to Council on the outcome. Should any party not agree on such outcome, any party may invoke any process in terms of the Council Constitution and/or the Labour Relations Act. In March 2022 to 28 February 2023, there was an increase across the board, on minimum wages, allowances of 5% from 1 March 2022 to 31 August 2022 and a further 1% increase on 1 September 2022 to 28 February 2023. Any for EBU employees patterson grading C1 the increase was 4% from 1 March 2022 to 31 August 2022. There was also a change in the clause number of the clause that deals with Provident Fund. Before amendment the clause was clause 10 after amendment it was clause 7.



After amended clause 65A reads as follows:

- (1) In applying overtime, the employer must comply with the provisions of the Basic Conditions of Employment Act (BCEA), in the case of non-compliance with the BCEA, the provisions of BCEA will apply.
- (2) EBU Process
  - (a) Parties agree to the process on outstanding EBU categories as delegated to the Outstanding Wage Matters Committee, with the intention of implementation as per Clause 2 of this Agreement:
    - (i) The CIT chamber will, under the auspices of the Outstanding Wage Matters Committee, appoint an independent service provider to:
      - (a) grade aforementioned positions and provide generic job descriptions for same.
      - (b) establish the existing earning range for the aforementioned with the aim of identifying the applicable MIN at the 25th percentile (minimum level) of such ranges.
    - (ii) The outcome of such exercise must be reported to the same committee within 6 months of the commencement of the aforementioned process, with the aim of parties making an agreed recommendation to Council on the outcome.

(b) TSO GRADING

To be graded as part of the process agreed above and in the interim, overtime to be paid after completion of 195 normal hours.

## **Wage Increases and Provident Fund Changes**

- From 1 March 2022 to 31 August 2022, there was a 5% increase across the board, in minimum wages and allowances. For EBU employees with Patterson grading C1, the increase was 4% between 1 March 2022 and 31 August 2022.
- Additionally, there was a further 1% increase from 1 September 2022 to 28 February 2023.
- The clause number dealing with the Provident Fund was also changed from Clause 10 to Clause 7 after an amendment.

## **Government Gazette, 25 November 2022 No. 47559**

- Before amendment: Clause 67A(3) and (4) read as follows:

“(3) Each driver will be paid for his/her ordinary and overtime hours worked in terms of clause 3 and clause 10 and as defined in Schedule 2 of the Main Agreement, up to a maximum of 15 hours in any 24 hours period.

(4) A Dual Driver Subsistence Allowance will be payable, in terms of item 7 Schedule 5 to each driver for the shift worked in accordance with the dual driver system. This allowance will be paid instead of the standard Subsistence allowance. A driver who does not qualify for the standing Subsistence allowance as per clause 36 of the Main Agreement, will receive the difference between the Dual Driver Subsistence allowance and the standard Subsistence allowance as specified in clause 36 of the Main Agreement.”

- After amended clause 62(5)(a) reads as follows:

“(3) Each driver will be paid 9 hours of ordinary work and 6 hours of overtime in any 24 hours period in terms of clause 3 and clause 10 of the Main Collective Agreement and as defined in Schedule 2 of the Main Collective Agreement.

(4) Each driver will be paid 15 hours, which comprises of 9 ordinary working hours and 6 hours for overtime as well as the normal subsistence allowance as stipulated under clause 36 of the Main Collective Agreement for the shift worked in accordance with the dual driver system. In this regard, the Dual Drivers’ subsistence allowance and payment equal to 2 hours calculated at the overtime rate falls away, however, the drivers will still be entitled to the normal subsistence allowance.”

## **Government Gazette, 23 March 2023 No. 48279**

- Inclusion of minimum wage for Petroleum Tanker Driver
- Introduction of new category code (53)
- minimum wage R3 355.28 (effective from 1 April 2023)

## **Government Gazette, 2 June 2023 No. 48696**

- Scope Variation
- Addition of Basic Rigger Driver to industry definition

## **Government Gazette, 28 July 2023 No. 49029**

- The parties to the Council agreed to extend
  - the Main Collective Agreement by a year effective from 1st of March 2024 to end of February 2025
  - agreed on 7% increase across the board, on minimum wages, and allowances. Employees in patterson Grade C1 received 6% increased.
- The Provident fund clause has been changed from clause 7 to clause 6.
- Additionally, we have included the Basic Rigger Driver minimum wage R3322.06, category code (52) and added a definition for Basic Rigger Driver: A driver who is responsible for basic rigging, lifting, and landing of loads or machines on-site or from one location to another. Also drive a truck-mounted crane. Specifically, the responsibilities include:
  - Report to operations/ management and is issued a job card with the job requirements for the day or weeks.
  - Report to the job or client site with a safety file with all the safety documentation and certification required.

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- Check the site for safety parameters by following occupational health and standards (safety toolbox talk).
- Together with the crew, discuss the job requirements for lifting and moving the load.
- Ensure ongoing communication with the client and operations.
- Assess the load type, size and weight, centre of gravity, sling angles and slinging capabilities, including checking where to handle safely, and attach slings to lift the load.
- Decide on the relevant tools (e.g., Ropes, slings, and other equipment) to secure, lift and move the load.
- Install lifting equipment to raise the “load” off the ground using pulleys/slings/ wheels/jacks.
- Make use forklifts and cranes to lift and move the load.
- Obtain sign off job card or timesheet from the client site manager.
- Oversee and supervise the crew in carrying out the work and ensure ongoing training.
- Inform operations/ management of any deviation from the original scope of work.

THANK  
YOU

