



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 8708

Regulasiekoerant

Vol. 505

Pretoria, 6 July 2007

No. 30041



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

CONTENTS

<i>No.</i>		<i>Page No.</i>	<i>Gazette No.</i>
GOVERNMENT NOTICES			
Labour, Department of			
<i>Government Notices</i>			
R. 558	Labour Relations Act, 1995: National Bargaining Council for the Road Freight Industry: Extension of Provident Fund Collective Agreement to Non-Parties	3	30041
R. 559	do.: Road Freight Industry: Extension of Amendment of Main Collective Agreement to Non-Parties	8	30041
R. 560	do.: National Bargaining Council for the Road Freight Industry: Renewal of period of operation of Main Collective Agreement.....	39	30041

INHOUD

<i>No.</i>		<i>Bladsy No.</i>	<i>Koerant No.</i>
GOEWERMENSKENNISGEWINGS			
Arbeid, Departement van			
<i>Goewermentskennisgewings</i>			
R. 558	Wet op Arbeidsverhoudinge, 1995: Padvragnywerheid: Uitbreiding van Voorsorgfonds Kollektiewe Ooreenkoms na Nie-Partye	3	30041
R. 559	do.: do.: Uitbreiding van Wysiging van Hoof Kollektiewe Ooreenkoms na Nie Partye.....	8	30041
R. 560	do.: Nasionale Bedingingsraad vir die Padvragnywerheid: Hernuwing van tydperk van Hoof Kollektiewe Ooreenkoms.	40	30041

GOVERNMENT NOTICES
GOEWERMENSKENNISGEWINGS

DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 558

6 July 2007

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY: EXTENSION OF
PROVIDENT FUND COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, 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 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 9 July 2007 and for the period ending 31 August 2007.

MMS MDLADLANA
MINISTER OF LABOUR

No. R. 558

6 Julie 2007

WET OP ARBEIDSVERHOUDINGE, 1995**PADVRAGNYWERHEID: UITBREIDING VAN VOORSORGFONDS KOLLEKTIEWE
OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hierby verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 9 Julie 2007 en vir die tydperk wat op 31 Augustus 2007 eindig.

MMS MDLADLANA
MINISTER VAN ARBEID

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY
AMENDMENT OF PROVIDENT FUND COLLECTIVE AGREEMENT**

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

Road Freight Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of
the one part, and the

Motor Transport Workers' Union (South Africa)**Professional Transport Workers' Union of South Africa****South African Transport and Allied Workers' Union****South African Allied and Commercial Workers' Union (SAACOWU)
and****Transport and Allied Workers' Union**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Road Freight Industry, to amend the Agreement published under Government Notice No. R.921 of 24 July 1998, as amended and extended by Government Notices Nos. R.210 of 19 February 1999, R.317 of 19 March 1999, R.450 of 16 April 1999, R.1009 of 27 August 1999, R.122 of 11 February 2000, R.143 of 18 February 2000, R.299 of 31 March 2000, R.408 of 20 April 2000, R.641 of 30 June 2000, R.1031 of 27 October 2000, R.206 of 1 March 2001, R.814 of 31 August 2001, R.254 of 1 March 2002, R.536 of 3 May 2002, R.332 of 28 February 2003, R.368 of 14 March 2003, R.251 of 27 February 2004, R.483 of 16 April 2004, R.639 of 28 May 2004, R.770 and R.771 of 25 June 2004, R.8253 of 1 July 2005, and R. 715 of 28 July 2006.

1. SCOPE OF APPLICATION

- (1) With effect from the date upon which Government Notice No. R.216 of 1 July 2005 became binding, the terms of this Agreement shall be observed in the Road Freight Industry in the Republic of South Africa, by all employers who are members of the employers' organization and by all employees who are members of the trade unions, and who are engaged and employed in the said Industry, respectively.
- (2) Notwithstanding the provisions of sub-clause (1), the Mandatory terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in the Main Agreement and to the employers of such employees.
- (3) Notwithstanding the provisions of sub-clause (1), but subject to clause 6(1)(h), the provisions of this Agreement shall not apply to –
 - (a) the owner of only one vehicle who is the permanent driver of such vehicle or to the employees employed by such owner;
 - (b) an employer, the majority of whose Bargaining Unit Employees –
 - (i) do not belong to a trade union or trade unions,
 - (ii) belong to an Occupational Retirement Fund to which the employer contributes;
 - (iii) were not bound by the provisions of the Provident Fund Collective Agreement as it was worded prior to the coming into operation of this Agreement by virtue of the operation of clause 1(3) of Government Notice No. 921 of 24 July 1998, as amended and extended from time to time.
 - (iv) have not agreed with the employer to be bound by the provisions of this Agreement, for so long as all of these

exclusions continue to apply to the employer. If any of these exclusions cease to apply to the employer, the Mandatory terms of this Agreement will apply to the employer and his Bargaining Unit Employees from the date on which the exclusion cease to apply.

- (4) The provisions of clause 1(1)(a), 2 and 8(1) of this Agreement shall not apply to employers and employees who are not members of the employers' organization and trade unions, respectively, who entered into this Agreement unless the Minister of Labour, promulgation in the Government Gazette, declares the Agreement binding on such employers and employees in terms of section 32(2) of the Act.
- (5) The exclusion contained in sub-clause (3) above shall not apply in respect of clause 7(4).

2. ANNEXURE A

Substitute the following for the existing Table:

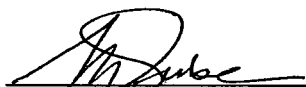
Employees for whom wages are prescribed in the Main Agreement	A Weekly deductions from employee's wages	B Employer's weekly Contribution
	To commence on the date of coming into operation of this Agreement 9% of ordinary wage	To commence on the date of coming into operation of this Agreement 9% of ordinary wage
	To commence on 1 March 2008 9,5% of ordinary wage	To commence on 1 March 2008 9,5 of ordinary wage

Signed at Johannesburg, for and on behalf of the parties to the Council,

this 12th day of February 2007.



T.C. SHORT
Chairman of the Council



J.J. DUBE
Vice-Chairman of the Council



J. LETSWALO
Secretary of the Council

No. R. 559

6 July 2007

LABOUR RELATIONS ACT, 1995**ROAD FREIGHT INDUSTRY: EXTENSION OF AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, 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 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 from9 July 2007..... and for the period ending 31 August 2007.

MINISTER OF LABOUR

No. R. 559

6 Julie 2007

WET OP ARBEIDSVERHOUDINGE, 1995**PADVRAGNYWERHEID: UITBREIDING VAN WYSIGING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hierby verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van9 Julie 2007..... en vir die tydperk wat op 31 Augustus 2007 eindig.

MINISTER VAN ARBEID

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT
INDUSTRY AMENDMENT OF MAIN COLLECTIVE AGREEMENT**

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

Road Freight Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of

the one part, and the

Motor Transport Workers' Union (South Africa)**Professional Transport Workers' Union of South Africa****South African Transport and Allied Workers' Union****South African Allied and Commercial Workers' Union (SAACOWU)**

and

Transport and Allied Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Road Freight Industry to amend the Agreement published under Government Notice R.493, and R.494 of 30 April 2004, R.769 of 25 June 2004, R.173 of 25 February 2005, R.496 of 27 May 2005, R.719 of 22 July 2005 and R. 715 of 28 July 2006.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Road Freight Industry:-

- (a) by all the employers who are member of the employers' organization and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;

- (b) In the A Area, which consists of the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. R. 498 and R. 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R.1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. R. 1105 and R. 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government

Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; and

- (c) in the B Area, which consists of the rest of the Republic of South Africa, excluding the Magisterial Districts specified in paragraph (b) except where otherwise indicated.
- (2) Notwithstanding the provisions of sub-clause (1), this Agreement shall apply only to employees for whom minimum wages are prescribed herein and to the employers of such employees.
- (3) Notwithstanding the provisions of sub-clause (2), this Agreement shall not apply to an owner-driver, as defined, who possesses only one motor vehicle and who is the permanent driver of such vehicle, or to the employees employed by him, except insofar as clauses 3 and 5(4) are applicable.
- (4) The provisions of clauses 1(1)(a) and 1A of this Agreement shall not apply to employers and employees who are not members of the employers' organization and the trade unions, respectively, who entered into this Agreement, unless the Minister of Labour has declared the Agreement binding on such employers and employees in terms of section 32(2) of the Labour Relations Act, 1995.

1A. PERIOD OF OPERATION OF THE AGREEMENT

Substitute the following sub clause 1A:

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2009.

2. DEFINITIONS

- (1) Insert the following new definition of "forestry in – field operations":
"forestry in – field operations" means from the point of felling trees to the mill;"
- (2) Insert the following new definition of "furniture removal sector":
"furniture removal sector" means all transport employers within the scope of the Council that exclusively transport and store furniture that is new and or used furniture and or appliances for household and or business;"
- (3) Substitute the following for the existing definition of "night shift allowance"
"night work" means work performed after 18h00 and before 06h00 the next day;"
- (4) Substitute the following for the existing definition of "short time" with the"
"short time" is only applicable to the furniture removal sector;"
- (5) Insert the following new definition of "sugar cane in – field operations":
"sugar cane in – field operations" means operations between the point of harvesting sugar cane and the mill;"
- (6) Substitute the following for the existing definition of "temporary employee of a temporary employment service":
"temporary employee of a temporary employment service" means a temporary employee of a temporary employment service referred to in clause 18(1) of the Main Agreement and who renders services to a client

- that operates in the Road Freight Industry and who falls within the registered scope of the Council;”
- (7) Substitute the following for the existing definition of “temporary employment service”:
- “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 perform work for the client; and
 - (b) are remunerated by the temporary employment service;”
- (8) Insert new definition of “Vehicle Guard”:
- “Means an employee who is engaged to provide a protective, armed service to the security officer II, in securing an area, guarding of cash and valuables, securities and negotiable documents in transit.”
- (9) Insert new definition of “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, in addition the employee will be required to replenish Automated Teller Machines.”
- (10) Insert new definition of “In-Laws”
- “Means biological parents related to employee by means of his lawful marriage”

3. CLAUSE 4: CONTRACT OF EMPLOYMENT

- (1) Insert the following as sub clause 4(6):

In the event that an employer's client, in the fuel transport sector, restricts a driver's maximum daily working hours from 15 (fifteen) to less than 12 (twelve) hours per shift, a driver will be paid his ordinary hours of work plus overtime in terms of this Agreement and will be deemed to have worked the full shift as described in the definition of "*hours of work*". In addition the driver will be paid an allowance of R70.00 in lieu of the daily hours lost due to the restriction provided that:

- (a) the allowance is offset against existing practices where any amount or allowance is already paid to compensate for a similar purpose; and
- (b) entitlement to the allowance is limited to instances when a driver is utilised in fuel transport operations and working hours are restricted as indicated above; and
- (c) a driver does not refuse to be transferred between different operations for the reason of forfeiting the allowance."

4. CLAUSE 5: HOURS OF WORK

- (1) Substitute (1)(b)(i)(aa) with the following:

"in the case of an employee who works a five day week, nine and a half hours provided that the ordinary hours of work may not exceed four hours on a Saturday, except where the hours of work do not exceed nine hours per day and the employee does not work on a day between Monday and Friday the ordinary hours of work may not exceed eight hours on a Saturday."

- (2) Substitute sub clause (1)(b)(i)(ab) with the following:

“in the case of an employee who works a six day week, nine: provided that the ordinary hours of work may not exceed four on a Saturday and”.

(3) Substitute (1)(b)(ii)(aa) with the following:

“in the case of an employee who works not more than five days in a week, nine hours per day provided that:

- the ordinary hours of work may not exceed four hours on a Saturday, except where the hours of work do not exceed nine hours per day; and
- the employee does not work on a day between Monday and Friday then the ordinary hours of work may not exceed eight hours on a Saturday.

(4) Insert the following sub clause (6)(a)(iii)

(iii) A written agreement must be entered into between the employer and the affected employees at the time of introducing such averaging.

Insert the following new sub clause (9)

(5) Drivers: Fuel Transport operations

In the event that an employer's client, in the fuel transport sector, restricts a driver's maximum daily working hours from 15 (fifteen) to 12 (twelve) hours or less per shift, a driver will be paid his ordinary hours of work plus overtime in terms of the Council's Main Agreement and will be deemed to have worked the full shift as described in the definition of “*hours of work*”. In addition the driver will be paid an allowance of R70.00 in lieu of the daily hours lost due to the restriction provided that:

- (i) the allowance is offset against existing practices where any amount or allowance is already paid to compensate for a similar purpose; and
- (ii) entitlement to the allowance is limited to instances when a driver is utilised in fuel transport operations and working hours are restricted as indicated above; and
- (iii) a driver does not refuse to be transferred between different operations for the reason of forfeiting the allowance.

5. CLAUSE 7: WAGES

- (1) Substitute the following sub clause 7(1)(a):

“(1) For the period until 29 February 2008, the minimum rate at which wages in respect of ordinary working hours 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:

Category Code	Class	Grade	Patter-son Grade	New Minimum Wage	Across the board Increase p.w.
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	R536.26	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	R598.89	9%
7	Medium motor vehicle driver	3.			

8	(articulated).....		B2		
	Medium motor vehicle driver (rigid)		B2		
44	Artisan assistant.....		B2		
19	Gantry crane operator, grade I.....		B1		
23	Mobile hoist operator, grade I.....		B2		
47	Checker, grade II.....		B2		
21	Loader operator, grade I.....		B1		
20	Gantry crane operator, grade II.....		B2		
26	Storeman (workshop).....		B2		
15	Team leader.....		B2	R738.14	
50	Vehicle Guard.....		B2	R807.75	9%
10	Heavy motor vehicle driver (articulated).....	4.	B3		
11	Heavy motor vehicle driver (rigid).		B3		
12	Extra-heavy motor vehicle driver (articulated).....		B3		
13	Extra-heavy motor vehicle driver (rigid).....		B3		
18	Dispatch clerk.....		B3	R818.41	9%
14	Ultra-heavy motor vehicle driver....	5.	B4		
45	Semi-skilled artisan.....		B4		
49	Storeman (warehouse).....		B4	R935.72	
51	Custodian.....		B4	R1385.68	9%
41	Security officer, III.....	6.	B3	R966.00	9%
40	Security officer, II.....		B3	R1185.31	9%
39	Security officer, I.....		B4	R1185.31	9%

(2) Delete sub clause 7(1)(a)(ii)

(3) Insert the following for sub clause 7(1)(b):

(b) Across-the-board increase: Employees who were in the employ of an employer prior to the 1 March 2007 shall be awarded a wage increase of 9% on actual wage.

Insert the following sub clause 7(1)(c):

(c) For the period 1 March 2008 to 28 February 2009, the minimum rate at which wages in respect of ordinary working hours shall be paid by an employer to each member of the under mentioned grades of his employees, shall be as follows:

Category Code	Class	Grade	Patter-son Grade	New Minimum Wage	Across the board Increase p.w.
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	R579.16	8%
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	R646.80	8%
7 8 44 19 23 47 21 20 26 15 50	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..... Vehicle Guard.....	3.	B2 B2 B2 B1 B2 B2 B1 B2 B2 B2	R797.19 R872.37	8%
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	R883.88	8%
14 45 49 51	Ultra-heavy motor vehicle driver.... Semi-skilled artisan..... Storeman (warehouse)..... Custodian.....	5.	B4 B4 B4 B4	R1010.58 R1 496.53	8%
41 40 39	Security officer, III..... Security officer, II..... Security officer, I.....	6.	B3 B3 B4	R1043.28 R1280.13 R1280.13	8% 8% 8%

Note: Vehicle guard can stay in, not subject to anything and custodian to be included after grading and adoption by Council:

6. CLAUSE 13: SHORT TIME

- (1) Substitute the following for clause 13:

“13: SHORT TIME

Short time is only applicable to the furniture removal sector.”

7. CLAUSE 16: SUBSISTENCE ALLOWANCE

- (1) Substitute the following for sub clause (1)(a), (b) and (c):

“(1) An employer, excluding employers in the Cash in Transit Sector and Sugar Cane and Forestry In – Field Operations shall in addition to any other remuneration due, pay an employee who on any journey undertaken in the performance of his duties is absent from his place of residence and his employer’s establishment for any period extending over the compulsory rest interval of nine consecutive hours prescribed in clause 5(3)(i), a subsistence allowance of not less than –

- (a) R17.17 to the end of February 2008 for each period of absence within the borders of the Republic of South Africa and R18.54 to the end of February 2009;
- (b) R24.04 to the end of February 2008 if such period of absence is outside the borders of the Republic of South Africa and R25.96 to the end of February 2009;
- (c) R14.88 to the end of February 2008 for each of the three daily meal intervals due in terms of sub-clause (2) during such absence and R16.07 to the end of February 2009.

8. CLAUSE 17: NIGHT – SHIFT ALLOWANCE

- (1) Substitute the following clause 17:

“17. NIGHT WORK

- (1) An employer may only require or permit an employee to perform night work, if –
- (a) the employee is compensated by the payment of an allowance of R5.00 for any amount of time beyond one hour of night work and R1.00 for every hour thereafter or by the reduction of working hours; and
 - (b) transportation is available between the employee’s place of residence and the workplace at the commencement and conclusion of the employee’s shift.
- (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 sub clause (2)(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 those 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; and
 - (iii) the record of such medical examination performed in terms of this clause must be kept confidential and may be made available only –
 - (aa) in accordance with the ethics of the medical practice;
 - (ab) if required by law or court order; or
 - (ac) if the employee has in writing consented to the release of that information.
- (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) 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.”
- (4) An employee who qualifies for and receives a subsistence allowance shall not be entitled to a night shift allowance.

9. CLAUSE 18: TEMPORARY EMPLOYMENT SERVICES

- (1) Insert the following as sub clause (20):

“(20) An employer who continues to utilise the services of an employee referred to in sub clause (1) for any period after the expiration of the initial two months period must comply with the provisions of sub clause (21) below.”

- (2) Insert the following as sub clause (21):

“(21) No employer may use the services of a temporary employment service unless the temporary employment service provides satisfactory proof to the employer that it is registered with Council subject to compliance with:

21.1 the Unemployment Insurance Fund Act, 63 of 2001.

21.2 the Compensation for Occupational Injuries and Diseases Act, 85 of 1995; and

21.3 the South African Revenue Services and in possession of an IT 30 Tax Certificate.”

- (3) Insert the following as sub clause (22):

“(22) When a temporary employment services supplies one or more workers to an employer, the employer must notify the Council in writing on the prescribed forms, of employees so utilised, which notification must be submitted to Council in the month following the date of utilising such employees.”

- (4) Insert the following as sub clause (23):

“(23) The number of employees supplied by a temporary employment service or services to an employer shall on average not exceed 30% of

the employers' average workforce over any retrospective period of 12 (twelve) months from the date of an inspection."

- (5) Insert the following as sub clause (24):

"(24) Any employer who exceeds the 30% average as of the date of implementation of this agreement shall notify the Council in writing within 60 (sixty) days and shall have a period of 12 (twelve) months from the date of implementation to comply with the agreement."

- (6) Insert the following as sub clause (25):

"(25) In the event that a temporary employment service defaults on any obligation provided for in terms of this agreement, the employee shall hold the employer to whom that employee was supplied, liable for complying with the obligation referred to above."

- (7) Insert the following as sub clause (26):

"(26) Employers may only utilise the services of temporary employment service companies which are registered with Council."

10. CLAUSE 19: LEAVE PAY FUND

- (1) Substitute the following sub clause (1)(a):

"In the A and B Area

(1)(a) The Leave Pay Fund established under Government Notice No. R.41 of 15 January 1971 is hereby continued. Every employer shall pay as contributions to the Leave Pay Fund by not later than the 20th of each month, in respect of every employee employed by him during the preceding month, for each completed 21-shift cycle worked or accrued, an amount equivalent to 25 per cent of the normal basic weekly wage earned

by the employee at the time when the 21st shift was completed or accrued.”

- (2) Substitute the following for sub clause (8)(b):

“(b) The Council shall, subject to the availability of funds to the credit of an employee, on application pay to such employee (or to the employer for onward payment to the employee if so agreed) who has completed the annual leave – qualifying period prescribed in sub clause 2(a), an amount equal to the Leave Pay contributions received by the Fund during the said qualifying period for such employee for his class of work.”

- (3) Substitute the following for sub clause (10):

(10) *Banking account:* All moneys paid into the Leave Pay Fund shall be deposited in a special bank account to be operated for and in the name of the Leave Pay Fund.

- (4) Substitute the following for sub clause (11):

(11) *Investments of funds:* Any money that belongs to the Leave Pay Fund and that are not required for immediate use may be invested by the Council from time to time in terms of section 53 (5) of the Act.

- (5) Substitute the following for sub clause (12):

(12) Income earned on invested moneys shall accrue directly to the Council in reimbursement of expenses incurred by the Council on behalf of the Fund administered by the general funds of the Council.

- (6) Substitute the following for sub clause (13):

(13) *Forfeiture of unclaimed Leave Pay Fund contributions:* Five years after the date of receipt thereof, all contributions paid to the Council for an

employee in terms of sub-clause (1) (a) shall, if not claimed or otherwise legally disposed of, be forfeited to the general funds of the Council.

11. CLAUSE 21: HOLIDAY PAY BONUS FUND

- (1) Substitute the following for sub clause (1)(a):

“(1)(a) The Holiday Pay Bonus Fund, established by the Council under the provisions of the Agreement published under Government Notice No. R.41 of 15 January 1971 is hereby continued, and for the purposes of this clause “employee” means an employee categorized in clause 7(1)(a). Every employer shall pay into the Holiday Pay Bonus Fund by no later than the 20th day of each month in respect of each employee employed by him in grades 1 – 6 during the preceding month an amount equivalent to 36.08% per cent of the normal basic weekly wage earned by the employee at the time when the 21st shift was completed or accrued.

Provided that where an employer, prior to the date of coming into operation of this Agreement, has of his own accord paid an annual or holiday bonus to any class of employee, he may reduce such annual or holiday bonus by the equivalent of the sum of the monthly contributions remitted to the Council in terms of this sub clause in respect of that class of employee for the corresponding period.

- (i) A temporary employment service may, in lieu of the contributions due in terms of paragraph (1)(a), pay to each of its temporary employees an amount calculated using the following formula for every ordinary hour worked in each job category.

$\frac{36.08}{100} \times \text{Total actual wage for week}$

100 195

- (ii) An employer of –
- (aa) a part-time employee who works less than 15 ordinary hours per week; or
- (ab) a relief employee who has been employed for more than 90 days in a 52-week period, shall, in lieu of the contributions due in terms of paragraph (aa), pay to such employee an amount based on the formula in subparagraph (i) for every hour, or part thereof, worked.
- (i) An employer of a part-time employee who works an average of 15 or more ordinary hours per week shall, in respect of the contributions due in terms of paragraph (a), base the calculation on the employee's normal actual weekly wage using the following formula:

$$\text{Normal actual weekly wage} = \frac{\text{Total actual weekly wage due for month}}{1} \times \frac{3}{13}$$

- (2) Substitute the following for sub clause (3):

“(3) *Holiday Pay Bonus Fund payment:* Holiday pay bonus due to an employee shall be payable to him, (or to the employer for onward payment to the employee if so agreed) by the Council when he proceeds on annual leave: Provided that –

- (i) he has completed the qualifying leave pay entitlement period prescribed in clause 19(2)(a) or 20(1), as the case may be;

-
- (ii) the Council holds Holiday Pay Bonus Fund moneys to his credit;
and
 - (iii) application for payment (Annexure F) is lodged with the Secretary of the Council at least 15 days before his annual leave is due to begin.”
- (3) Substitute the following for sub clause (11)(b):
- “(b) the Council incorrectly paying a holiday bonus to an employee as a result of an error, the Council may invoke the provisions of the Exemptions and Dispute Resolution Collective Agreement to recover the amount incorrectly paid.”
- (4) Insert the following new sub clause as sub clause 21(12):
- “(12) *Exemption*
- (a) For a 1 (one) year trial period, the Exemptions Committee, assisted by a person with financial expertise and who is acceptable to the Executive committee as defined in the Council Constitution, shall grant an employer a 1 (one) year exemption to pay holiday bonuses direct to its employees in the event that:
 - (i) the employer provides, on a annual basis, a guarantee from a banking institution that the employer has the funding available to cover the accrued holiday bonus liability failing which the bank will make good the liability; or

- (ii) the employer provides a certificate from its auditors that it has made adequate provision in its accounts to cover the accrued holiday bonus liability; and
 - (iii) the employer has conducted business for at least 3 (three) years; and
 - (aa) the employer has an acceptable record of payment compliance to the Council; and
 - (ab) the Exemptions Committee is satisfied that the employer is financially stable; and
 - (ac) the Exemptions Committee is satisfied that the employer has consulted appropriately with its employees on the direct payment.
 - (b) Any employer who is granted exemption to pay holiday bonus pay directly to employees shall do so on or before 15 December.”
- (5) Substitute the following for sub clause (6):
 - (6) *Banking account:* All moneys paid into the Holiday Pay Bonus Fund shall be deposited in a special bank account to be operated for the in the name of the Holiday Pay Bonus Fund.
- (6) Substitute the following for sub clause (7):
 - (7) *Investments of funds:* Any money that belongs to the Holiday Pay Bonus Fund and that are not required for immediate use may be invested by the Council from time to time in terms of section 53 (5) of the Act.
- (7) Substitute the following for sub clause (8):

(8) Income earned on invested moneys shall accrue directly to the Council in reimbursement of expenses incurred by the Council on behalf of the Fund administered by the general funds of the Council.

(8) Substitute the following for sub clause (10):

(10) *Forfeiture of unclaimed Holiday Pay Bonus Fund contributions:* Five years after the date of receipt thereof, all contributions paid to the Council for an employee in terms of sub-clause (1) (a) shall, if not claimed or otherwise legally disposed of, be forfeited to the general funds of the Council.

12. CLAUSE 22: SICK FUND

(1) Substitute the following for the heading "**SICK AND ABSENCE FUND**".

(2) Substitute the following for sub clause (2)(a)(ii):

"(ii) he produces a medical certificate or any other suitable medical evidence, in respect of his absence from work through illness or accident for more than one day."

(3) Insert the following sub clauses:

"(14)(i) The Sick and Absence Fund in the A area shall be extended to the B area and phased in over a period of four years. Employers in the B area shall, for the duration of this agreement, contribute 6 (six) days sick leave to the Sick and Absence Fund and the employee's sick leave entitlement shall be reduced pro rata by 6 (six) days for the duration of this agreement.

(ii) An employee shall, at the end of his or her sick leave cycle, be entitled to payment of the balance of the sick leave days contributed by the employer after sick leave and unauthorized days of absence taken by the employee have been deducted.

(15) The amount deducted from the employee's Sick and Absence Fund payout in respect of unauthorized days of absence shall be refunded to the employer by the Fund at the time of the payout to the employee. If an employee disputes the amount of the payout, a designated agent shall investigate the dispute and the Council shall act upon the designated agent's recommendation."

(4) Substitute the following for sub clause (4):

(4) *Banking account:* All moneys paid into the Sick Fund shall be deposited in a special bank account to be operated for and in the name of the Sick Fund.

(5) Substitute the following for sub clause (5):

(5) *Investments of funds:* Any money that belongs to the Sick Fund and that are not required for immediate use may be invested by the Council from time to time in terms of section 53 (5) of the Act.

Income earned on invested moneys shall accrue directly to the Council in reimbursement of expenses incurred by the Council on behalf of the Funds administered by Council.

(6) Substitute the following for sub clause (11):

(11) *Forfeiture:* Five years after the date of receipt thereof, all contributions paid to the Council as sick leave contributions in terms of this Agreement

or any other wage-regulating measure shall, if not claimed or otherwise legally disposed of, be forfeited and used for the purpose specified in sub-clause (6) (a)

(7) Substitute 6 (a) with the following:

To the Sick Fund Reserve Fund on the Balance Sheet of the Fund.

13. CLAUSE 23: SICK LEAVE

Substitute the following for sub clause (2)(ii):

“(ii) The medical certificate shall 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.”

14. CLAUSE 25: FAMILY RESPONSIBILITY LEAVE

Substitute the following for sub clause (1)(a) and (b):

- (a) Death of an immediate family member which includes, in-laws and grandparents, as specified in clause 2 Definitions; or
- (b) Serious illness of an immediate family member, which includes in-laws and grandparents, as specified in clause 2 Definitions.”

15. CLAUSE 29: SEVERANCE PAY

(1) Delete current clause and insert:

“Severance pay will be regulated in terms of the LRA, Section 189, 66 of 1995 and the BCEA, Section 41(2), 75 of 1997 (as amended).”

16. CLAUSE 34: UNIFORMS

Insert the following sub clause (4):

"Quality and quantity to be negotiated at plant level and or establishment."

17. CLAUSE 30: AGENCY SHOP AGREEMENT

Insert the following sub clause (19):

"This clause remain in full force until such time as the Agency Shop Collective Agreement has come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act 66 of 1995."

18. CLAUSE 57: WELLNESS FUND

Insert the following new clause after clause 56 as Clause 57:

- (1) The Council has:
 - (a) conducted 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 in the industry.
 - (b) 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:

-
- (2) As a result of procedures and processes conducted in terms of sub-clause (1), Council has devised a strategy which will be incorporated in an implementation plan.
- (3) The expenses involved in implementing and maintaining the plan and any subsequent amendments, will be defrayed from moneys collected in the following manner:
- (a) An amount equivalent to 0.5 (half) 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. In addition, a further amount equivalent to 0.5 (half) percent of an employees normal basic weekly wage of every employee shall be deducted and added to the employees provident fund contribution in accordance with clause 7 annexure "A" of the Provident Fund Agreement, as amended.
- To the amount so deducted the employer shall add 1 (one) percent of basic wage bill and pay the total by not later than the 20th day of each month following what to which it relates, at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.
- (b) For the purposes of calculating the amount to be deducted in terms of paragraph (a) in respect of a relief employee or a temporary employment service, the wage of such employee on which the calculation will be based shall be the total wage earned during the

week, excluding the additional premium of 10 per cent in the case of a relief employee.

- (c) The wage on which the deduction in terms of paragraph (a) for a part-time employee is to be based, shall be calculated in accordance with the formula in clause 11(5) and be reflected in the wage column of the monthly return (Annexure D).
- (4) An employer shall, when remitting the amount payable in terms of sub-clause (3)(a), also submit to the Secretary of the Council a separate monthly return (Annexure D), for each of his establishments, with the particulars in the form specified by the Council for this purpose, including each employee's full names, surname, date of birth and identification number. Part-time employees and relief employees shall be identified as such on the Annexure by inserting a "P" 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 shall comply with annexure D, failing which the Secretary of the Council is authorized to reject the form at his discretion.
- (5) Any employer who has implemented or intends implementing a scheme or program which provides the following or substantially similar benefits or facilities, may apply in terms of clause 46 to be exempted from some or all the provisions of this clause:
 - (a) HIV education and behavioral change interventions;
 - (b) Confidential voluntary counseling and testing;
 - (c) Treatment and support.

-
- (6) An employer who is granted an exemption may not deduct more than the percentage specified in sub-clause (3)(a) from the wage of any employee for the purpose of operating a scheme or program.
 - (7) The management and administration of the Fund shall be vested in a committee appointed by Council in terms of clause 18 of Council's Constitution, and shall consist of at least ten representatives, of whom five shall be employer representatives and five employee representatives. For each representative an alternate shall be appointed by the Council from amongst its members.
 - (8) Representatives and alternates shall hold office for a period of twelve months and shall be eligible for re-appointment.
 - (9) In performing its function and duties and exercising its powers, the AIDS Committee may contract with service providers for the provision of services, facilities, publications, support, training, counseling, presentations and all other forms of services 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.
 - (10) The AIDS Committee shall, 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.
 - (11) Should a dispute arise at any time as to the administration of the fund in regard to which members of the AIDS Committee are equally divided, the matter shall be referred to Council for a decision.

- (12) If the AIDS Committee is unable to perform its duties for any reason, the Council shall perform such duties and exercise the powers of the committee.
- (13) Financial Control
- (a) The Management Committee shall collect all revenue of the fund and shall deposit all money so received in a banking account opened in the name of the Fund.
 - (b) Withdrawals from the Fund shall be by cheque signed by such persons as have been authorized by the Management Committee.
 - (c) As soon as possible after February in each year the Management Committee shall cause a statement of the income and expenditure of the fund for the 12 months ended February, and a balance sheet showing the assets and liabilities as at the date, to be prepared, which shall be certified by the auditor and countersigned by the Chairperson.
 - (d) The audited statement and balance sheet and any report made by the auditor shall thereafter be open for inspection at the offices of the Council and copies thereof shall be sent to the Director-General of Labour within three months of the close of the period covered thereby.
 - (e) Any moneys not required to meet current payments and expenses shall be invested in –
 - (i) savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;

- (ii) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);
- (iii) a registered unit trust; or
- (iv) any other manner approved by the Registrar of Labour Relations.

(f) All expenses incurred in the administration of the fund shall be charge against the Fund.

(14) Rules

The Management Committee shall have 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 shall not be inconsistent with the provisions of this Agreement or with the provisions of any law. A copy of the rules must be forwarded to the Director-General of Labour.

(15) Access to establishments

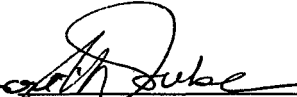
In the event of a request by the Council or by a party union representing the majority of employees in a workplace, the employer shall, subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or prevent undue disruption of work, permit duly authorized representatives, agents, officers, trainers or presenters of service providers, access to the premises for the purposes of conducting awareness and education programs.

Signed at Johannesburg, for and on behalf of the parties to the Council,

this 12th day of February 2007.



T.C. SHORT
Chairman of the Council



J.J. DUBE
Vice-Chairman of the Council



J. LETSWALO
Secretary of the Council

No. R. 560

6 July 2007

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT
INDUSTRY RENEWAL OF PERIOD OF OPERATION OF MAIN
COLLECTIVE AGREEMENT**

I, THEMBINKOSI MKALIPI, Senior Executive Manager: Labour Relations, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices R.493 and R. 494 of 30 April 2004, R. 769 of 25 June 2004, R. 496 of 27 May 2005, R. 719 of 22 July 2005, R. 715 of 28 July 2006 and R. 559 of 6 July 2007 to be effective from 1 September 2007 and for the period ending 28 February 2009.

T MKALIPI
SENIOR EXECUTIVE MANAGER: LABOUR RELATIONS

No. R. 560

6 Julie 2007

WET OP ARBEIDSVERHOUDINGE, 1995**NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID
HERNUWING VAN TYDPERK VAN HOOF KOLLEKTIEWE
OOREENKOMS**

Ek, THEMBINKOSI MKALIPI, Senior Uitvoerende Bestuurder: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32(6)(a)(ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewings R.493 en R. 494 van 30 April 2004, R. 769 van 25 Junie 2004, R. 496 van 27 Mei 2005, R. 719 van 22 Julie 2005, R. 715 van 28 Julie 2006 en R...559.... van 6 Julie 2007, van krag is met ingang van 1 September 2007 en vir die tydperk wat op 28 Februarie 2009 eindig.

T MKALIPI**SENIOR UITVOERENDE BESTURDER: ARBEIDSVERHOUDINGE**

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Publications: Tel: (012) 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737
Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001
Publikasies: Tel: (012) 334-4508, 334-4509, 334-4510
Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504
Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737
Kaapstad-tak: Tel: (021) 465-7531