



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 645

15 March
Maart 2019

No. 42312



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"Hard Copies" or "Electronic Files"
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ISSN 1682-5843



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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

NO. 426

15 MARCH 2019

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS INDUSTRY : EXTENSION TO NON-PARTIES OF THE MAIN
COLLECTIVE AMENDING 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 the Second Monday after publication of this Notice and for the period ending 28 February 2022.



**MN OLIPHANT, MP
MINISTER OF LABOUR**

DATE: 13/03/2019

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY :UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI NESICHIBIYELA SELULELWA KULABO ABANGEYONA INGXEYENI YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, lapha ngokwesigaba-32(2) kanye nesigaba 32(8) soMithetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa Emikhandini Kazwelonke Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Emkhakheni Wezokwakhiwa Ngokhuni Namaphepha, futhi ngokwesigaba-31 soMithetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 28 kuNhlolanja 2022.



MN OLIPHANT, MP
UNGQONGQOSHE WEZABASEBENZI

USUKU: 12/03/2019

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS
INDUSTRY****AMENDMENTS TO THE MAIN COLLECTIVE AGREEMENT**

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

ROAD FREIGHT ASSOCIATION (RFA)

NATIONAL EMPLOYERS' ASSOCIATION OF SOUTH AFRICA (NEASA)

(hereinafter referred to in this Agreement as the "employers' organisations")
on one part, and the

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)

MOTOR TRANSPORT WORKERS' UNION OF SOUTH AFRICA (MTWU)

TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH AFRICA (TAWU)

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

**(ACTING JOINTLY WITH TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH
AFRICA IN TERMS OF CLAUSE 6.14 OF THE NBCRFLI CONSTITUTION)**

(hereinafter referred to in this Agreement as the "trade unions"), on the other part,
being the parties to the National Bargaining Council for the Road Freight and Logistics
Industry.

(hereinafter referred to in this Agreement as the "Bargaining Council")

PART 1: APPLICATION AND DURATION OF AGREEMENT

Application of Agreement

- (1) The terms of this Agreement shall be observed by employers and employees in the Road Freight and Logistics Industry as defined hereunder, in the Republic of South Africa:

“Road Freight and Logistics Industry” or **“Industry”** means the industry in which employers and their employees, as defined in Paragraph A hereunder, are associated for carrying on one or more of the following activities for hire or reward:

- (i) The transportation of goods by means of motor transport;
- (ii) The storage of goods, including the receiving, opening, unpacking, packing, despatching and clearing or accounting for of goods where these activities are ancillary or incidental to paragraph (i); and
- (iii) 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 (i) and (ii) of this definition.

The **“transportation of goods”** does not include the undertakings, industries, trades or occupations in respect of which the following bargaining councils are registered:

- (i) Transnet Bargaining Council; and
- (ii) Motor Ferry Industry Bargaining Council of South Africa.

For the purposes hereof-

“Paragraph A” means those employees in the Road Freight and Logistics Industry, as defined above, in the categories as mentioned hereunder:

- (a) **Employees covered by the definition of the Industry as defined above:**
- General workers;
 - Security guards, security officers, custodians, vehicle guards, team leaders;

- Motor vehicle drivers;
- Key Marshalls (Cash in Transit);
- Cage Men (Cash in Transit);
- Artisan assistants, semi-skilled artisans, repair shop workers;
- Operators;
- Dispatch clerks, checkers, packers/loaders;
- Storemen;
- Personal assistants, receptionists, clerks, administrators, data capturers, chemical cleaners;
- Junior controllers, branch administrators, driver trainers;
- Box Room Marshalls (Cash in Transit);
- Radio Controllers (Security Officer III) (Cash in Transit);
- Tactical Support Officers / Team Leaders (Security Officer II) (Cash in Transit);
- Counting House Tellers (Cash in Transit);
- Box Staff (Cash in Transit);
- Client Liaison Officers (Cash in Transit);
- Training Officers (Cash in Transit);
- General Worker: Cleaners (Cash in Transit);
- Receptionist (Cash in Transit).

- (2) Notwithstanding the provisions of sub-clause (1), this Agreement shall apply to:
- (a) Employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;
 - (b) other categories of employees, listed in schedule 7 who qualify for the across the board increases, as well as payments and benefits specified to the employers of such employees; and
 - (c) owner-drivers and their employees only insofar hours of work and limitations on hours of work and registration with the Council is concerned.

-
- (3) 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.

1. INDEX : PART 11 – ADMINISTRATION OF AGREEMENT

- **Substitute the Title in Clause 78 in the index with the following**
Clause 78 – Extension and implementation of the Agreement.
- **Add new Clause 79 to the index as follows:**
Clause 79 – Existing Benefits and Practices in the Agreement.

2. INDEX : PART 12 – EMPLOYMENT EQUITY ACT

- **Add new Clause 80 to the index as follows:**
Clause 80 – Application of the Employment Equity Act.

3. PART 1 : APPLICATION AND DURATION OF AGREEMENT

- **Substitute clause 2 sub-clause 1 as follows:**
This Agreement is binding to employers and employees of the industry effective from 1 March 2019 or date to be determined by the Minister but not earlier than 1 March 2019.
- **Substitute clause 2 sub-clause 2 as follows:**
This Agreement shall become binding on non-party employers and employees once it is extended by the Minister of Labour in terms Section 32 of the Act from a date determined by the Minister until 28 February 2022.

4. PART 2: HOURS OF WORK

- **Substitute clause 13 sub-clause (1) as follows:**

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%. Subject to the provisions of this agreement, all hours worked in excess of ordinary hours per day worked

during a week, will be regarded as overtime, whether the employee has completed the weekly 45 ordinary hours or not.

5. PART 3: LEAVE

- **Substitute clause 19 sub-clause (1) as follows:**

Every employer shall pay contributions to the Sick Leave Fund by not later than the 20th of each month, in respect of each employee employed by him/her, an amount calculated as follows:

$$\frac{\text{Normal weekly basic wage} \times 9}{45} \quad 1$$

- **Substitute clause 19 sub-clause 11 (a) as follows:**

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.

6. PART 5: REMUNERATION

- **Substitute clause 34 sub-clause 1 with the following:**

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. For the purpose of the CIT Custodian duties, as defined in Schedule 2, should such duties become the majority of the employee's functions for a period exceeding 1 (one) month, such employee must be promoted to that higher category.

- **Substitute the heading of clause 36 as follows:**

Clause 36A Subsistence Allowance

Add new sub-clause 36A (e) as follows:

The employer is entitled to recover, any unused portion of such allowance at the next pay date following the employee's return from the trip to his place of residence or employer's establishment. In addition, should an employee complete more trips than planned, the relevant subsistence allowance shall apply and will be paid to the employee at the next pay date.

- **Add new clause 36B as follows:**

Clause 36B Cross Border Allowance

Add the sub-clauses under clause 36B as follows:

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 cross border allowance.
3. A cross border allowance –
 - (a) must be paid to employees who, in the performance of their duties, cross the borders of South Africa and 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.

- (e) The employer is entitled to recover, any unused portion of such allowance at the next pay date following the employee's return from the trip to his place of residence or employer's establishment. In addition, should an employee complete more trips than planned, the relevant cross border allowance shall apply and will be paid to the employee at the next pay date.

- 4. An employee who qualifies for and receives a cross border allowance is not entitled to a night shift allowance or a subsistence allowance.

7. PART 6: TERMINATION OF EMPLOYMENT

- **Substitute clause 43 sub-clause (3)(a) as follows:**

If an employee's employment terminates before that employee has qualified for annual leave in terms of clause 18 –

- (a) the employer must complete an online Pro Rata Accrued Entitlement Advice Voucher in the form specified by the Council for this purpose and –
 - (i) retain an online copy;
 - (ii) submit online within 24 hours of the termination of employment of the employee to the National Secretary of the Council; and
 - (iii) print and hand a copy to the employee for claim purposes;

8. PART 7: EMPLOYERS OBLIGATIONS

- **Substitute clause 46 sub-clause (1) as follows:**

Employers must ensure that they at all times have an adequate stock of the following documents –

- (a) Annexure A3- certificate of service;
- (b) Annexure A6 - annual leave pay payment voucher;

- (c) Annexure A7 - notice of termination of employment;
- (d) Annexure A8 - application for sick leave benefit.

- **Substitute clause 53 sub-clause (1) as follows:**

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.

- **Delete sub-clause 3 in its entirety**

- **Substitute clause 53 sub-clause (5) (a) as follows:**

For the purposes of sub-clause (3), a monthly return is deemed to be defective or incomplete if it –

- (a) Does not conform in all respects with the online monthly return.

- **Old sub-clause (4) is now sub-clause (3)**
- **Old sub-clause (5) is now sub-clause (4)**
- **Old sub-clause (6) is now sub-clause (5)**

(3) PART 8: COLLECTIVE BARGAINING

- **Substitute clause 54 sub-clause (2) (b) as follows:**

transmit the total amount deducted, together with the online monthly return to the National Secretary of the Council, by no later than the 20th day of each month following that to which it relates.

- **Add new clause 56 sub-clause (2) as follows:**

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.

- **Add new clause 56 sub-clause (3) as follows:**

The job categories listed in Schedule 7 of the Main Collective Agreement shall be the only job categories applicable and recognised within the road freight and logistic industry and there shall be no other new job categories introduced without a resolution from the Council.

- **Old sub-clause (5) is now sub-clause (4)**

(4) PART 9: PROHIBITED EMPLOYMENT

- **Substitute clause 58 sub-clause (1) (b) as follows:**

knowingly employ:

- (i) An illegal foreigner;
- (ii) A foreigner whose status does not authorise him or her to be employed by such person; or
- (iii) A foreigner on terms, conditions or in a capacity different from those contemplated in such foreigner's status, as contemplated in the Immigration Act no 13, of 2002.

- **Add new clause 58 sub-clause (2) as follows:**

An employer shall make a good faith effort to ascertain that no illegal foreigner is employed by him/her and to ascertain the status or citizenship of those whom he/she employs.

(5) PART 10: PROVISIONS APPLICABLE TO PARTICULAR CATEGORIES OF EMPLOYEES

- **Substitute clause 60 sub-clause (1) as follows:**

A danger allowance must be paid to HAZCHEM employees. The allowance shall be 2% 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.

- **Substitute clause 67A sub-clause (4) as follows:**

A Dual Driver Subsistence Allowance, as well as a payment equal to 2 hours calculated at overtime rate, 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, as well as a payment equal to 2 hours calculated at overtime rate.

- **Add new clause 67A sub-clause (5) as follows:**

Clause 79 below is applicable to sub-clause 67A (4) above

- The old sub-clause (5) is now sub-clause (6)
- The old sub-clause (6) is now sub-clause (7)

(6) Part 11 – ADMINISTRATION OF AGREEMENT

- **Delete clause 69 sub-clause (4) in its entirety**
- **Delete clause 74 in its entirety and substitute as follows:**

- (1) The Council hereby established an exemptions body, constituted of persons independent of the Council, to consider all applications for exemption from the provisions of the Council's Collective Agreements.
- (2) In terms of section 32(3)(e) of the Act, the Council establishes an Independent Body to hear and decide, within 30 days of receipt of any appeal, brought against the Exemptions Body's refusal of a non-party's application for exemption from the provisions of a collective agreement or the withdrawal of a non-party exemption by the Exemptions Body of the Council.
 - (a) No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of or participate in the deliberations of the Independent Body.
 - (b) The Council hereby established an exemptions body, constituted of persons independent of the Council, to consider all applications for exemption from the provisions of the Council's Collective Agreements.
 - (c) In terms of section 32(3)(e) of the Act, the Council establishes an Independent Body to hear and decide, within 30 days of receipt of any appeal, brought against the Exemptions Body's refusal of a non-party's application for exemption from the provisions of a collective agreement or the withdrawal of a non-party exemption by the Exemptions Body of the Council.
 - (d) No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of or participate in the deliberations of the Independent Body.

Applications for exemption shall be in writing on the appropriate application form(s) obtainable from any NBCRFLI office. Application forms must be submitted to the applicable NBCRFLI Regional Office and served on all interested parties.

- (3) Applications for exemption shall comply with the following requirements:

- (a) Be fully motivated.
 - (b) Be accompanied by relevant supporting data and financial information.
 - (c) Applications that affect employees' conditions of service shall not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document.
 - (d) If the nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.
 - (e) Indicate the period for which exemption is required.
- (5) Upon receipt of a valid application Council shall refer it to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- (6) In the event of the Exemptions Body refusing to grant an application, the applicant shall have the right to appeal in writing against the decision to the Independent Body. An appeal to the Independent Body must be noted in writing within 1 month of the applicant becoming aware of the Exemptions Body's decision, or such further time as the Independent Body may allow. The notice of appeal must set out the grounds on which the applicant's appeal is based.
- (7) In the event of the Exemptions Body granting an application, the Council or any other interested party shall have the right to appeal against the decision to the Independent Body and the provisions of clause 3 with the necessary changes to its context will apply.
- (8) The Exemptions Committee of Council shall appoint not more than four persons who shall be entitled to attend all meetings of the Exemptions Body at which applications for exemptions, against refusals to grant exemptions, or the withdrawal of such an exemption by the Exemptions Body or the Council, are considered, to make representations to the Body on any of the applications.
- (9) In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:

- (a) The applicant's past record (if applicable) of compliance with the provisions of Council's Collective Agreements and Certificates of Exemption or appeal;
 - (b) any special circumstances that exist;
 - (c) any precedent that might be set;
 - (d) the interests of the Industry as regards –
 - (i) unfair competition;
 - (ii) collective bargaining;
 - (iii) potential for labour unrest;
 - (iv) increased employment;
 - (e) the interests of employees' as regards –
 - (i) exploitation;
 - (ii) job preservation;
 - (iii) sound conditions of employment;
 - (iv) possible financial benefits;
 - (v) health and safety;
 - (vi) infringement of basic rights;
 - (f) the interests of the employer as regards –
 - (i) financial stability;
 - (ii) impact on productivity;
 - (iii) future relationship with employees' trade union;
 - (iv) operational requirements.
- (10) (a) Council's Exemptions Body must consider all exemption applications from non-parties and must comply with the provisions of sub-section 32(dA) of the Act when considering such applications. The Exemption Body must decide an application for an exemption within 30 days of receipt. The Exemptions Body must consider and take into account the requirements prescribed in sub-clauses (3) and (9) above.
- (b) The Independent Body established by Council in terms of section 32 of the Act must consider appeals against the refusal by the Council's Exemption Body to grant exemptions. The Independent Body must comply with the provisions of sub-section 32(3)(e) of the Act in all aspects when dealing with appeals. The Independent Body shall hear, decide and inform the applicant and the Council

as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the Exemptions Body. The Independent Body must consider and take into account the requirements prescribed in sub-clause (9) above.

- (11) If the application is granted, the Exemptions Body or Independent Body shall issue certificate, signed by its Chairman and Secretary, containing the following particulars:
- (a) The full name of the applicant(s);
 - (b) the trade name;
 - (c) the provisions of the Agreement from which exemption or appeal is granted;
 - (d) the period for which the exemption or appeal shall operate;
 - (e) the date of issue;
 - (f) the condition(s) of the exemption or appeal granted.
- (12) The Exemptions Body or Independent Body shall –
- (a) retain a copy of the certificate and number each certificate consecutively;
 - (b) forward a copy of the certificate to the Secretary of the Council; and
 - (c) forward to the employer a copy of a certificate issued to an employee.
- (13) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.
- **Delete clause 75 in its entirety and substitute as follows:**
- (1) Disputes about the interpretation or application of Council's Collective Agreements (Enforcement):
- (a) In this clause a dispute is any dispute arising out of the interpretation, or application or enforcement of the Council's Collective Agreements and includes a breach or breaches or alleged breach or alleged breaches of those agreements.
 - (b) Any person may refer a dispute about the interpretation, application or enforcement of the Council's Collective Agreements to the Council who may require an agent or designated agent as appointed by the Minister of Labour

- at the request of the Council, to assist in giving effect to the terms of this Agreement and/or to investigate the dispute.
- (c) Any designated agent of the Council must investigate a dispute that comes to his attention in the course of performing his duties.
 - (d) A dispute may be conciliated by:
 - (i) a designated agent in the course of or after an investigation; or
 - (ii) a duly appointed conciliator.
 - (e) Any designated agent of the Council is authorized to issue a Compliance Order requiring any person bound by the Council's Collective Agreements to comply with the Collective Agreements within 14 days.
 - (f) Any dispute envisaged in this clause may be dealt with in accordance with the provisions of Section 33A of the Act.
 - (g) Any arbitrator who has issued an arbitration award or ruling, or any other arbitrator appointed by the Secretary for that purpose may at his own initiative or as a result of an application by an affected party, vary or rescind an award or ruling –
 - (i) erroneously sought or made in the absence of any party affected by the award;
 - (ii) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission;
 - (iii) granted as a result of a mistake common to the parties to the proceedings; or
 - (iv) made in the absence of any party, on good cause shown.
 - (h) If the arbitrator makes an award and a party to the arbitration must pay an arbitration fee, such fee will be determined by the Council from time to time.
- (2) Other disputes referred to Council in terms of the Act:
- (a) All disputes in terms of this clause shall, if required by the Act, be referred to the Council for conciliation and arbitration, in terms of the Council's rules.
 - (b) The Council shall be entitled but not required to investigate any matter referred to it by whatever means it considers appropriate for the purposes of assisting in the determination of the nature, date or complexity of the dispute in order to assist with its administrative functions.

- (c) When a dispute has been referred to the Council, the Council must appoint a conciliator to attempt to resolve through conciliation.
- (d) The appointed conciliator must attempt to resolve the dispute through conciliation within 30 days of the date the Council received the referral; however the parties may agree to extend the 30 day period.
- (e) The conciliator(s) must determine a process to attempt to resolve the dispute, which may include –
 - (i) mediating the dispute;
 - (ii) conducting a fact finding exercise;
 - (iii) making a recommendation to the parties, which may be in the form of an advisory award; and
 - (iv) conducting the conciliation hearing telephonically.
- (f) When conciliation has failed, or at the end of the 30 day period, or any further period agreed between the parties –
 - (i) the conciliator shall issue a certificate as envisaged in Section 135(5) of the Act stating whether or not the dispute has been resolved;
 - (ii) the conciliator shall serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
 - (iii) the conciliator shall file the original of that certificate with the Council.
- (g) If a dispute remains unresolved after conciliation in terms of this sub-clause the Council shall arrange for arbitration of the dispute if –
 - (i) the Act requires arbitration and any party to the dispute has requested in writing that it be resolved through arbitration;
 - (ii) the written request to Council for arbitration is accompanied by proof that a copy of the request has been served on the other party;
 - (iii) a conciliator has issued a certificate stating that the dispute remains unresolved; and
 - (iv) the written request referred to in (i) above is made within 90 days after the date on which the certificate referred to in (iii) above was issued: however, the Council, on good cause shown, may condone a party's non-observance of this time frame and allow a request for arbitration filed by the party after the expiry of the 90 day period.

- (h) The categories of disputes that the Council is required to resolve through arbitration, are those set out in the Act.
- (i) The Secretary or a designated official of the Council, shall –
 - (i) appoint an arbitrator from the Council's accredited panel in respect of the dispute;
 - (ii) schedule the time and place for the hearing and notify the parties;
 - (iii) if necessary, arrange for witnesses to be subpoenaed to attend the hearing.
- (j) If any party to a dispute objects to the arbitration of the dispute by an arbitrator appointed by the Secretary of the Council, the objecting party may request arbitration by an arbitrator selected from an independent panel providing arbitration services which, where required, complies with the provisions of the Act.
- (k) The arbitrator shall conduct the arbitration in a manner that he considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.
- (l) Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
- (m) An arbitrator appointed in terms of this clause has the powers set out in Section 142(1) of the Act.
- (n) The arbitrator shall take into account any code of good practice that has been issued by NEDLAC, in accordance with the provisions of the Act, relevant to the matter being considered in the arbitration proceedings.
- (o) The arbitrator may make any appropriate arbitration award, in terms of the Act, including, but not limited to, an award –
 - (i) that give effect to the provisions and primary objects of the Act;
 - (ii) that gives effect to the applicable Collective Agreements;
 - (iii) that includes, or is in the form of, a declaratory order.
- (p) If the arbitrator finds that a dismissal or unfair labour practice is procedurally unfair, the arbitrator may charge the employer an arbitration fee to be determined by the Council from time to time.

- (q) Within 14 days of the conclusion of the arbitration proceedings –
 - (i) the arbitrator shall issue an arbitration award, signed by that arbitrator;
 - (ii) the arbitrator shall serve a copy of that award on each party to the dispute or the person who represented a party in the arbitration proceedings; and
 - (iii) the arbitrator shall file the original of that award with the Secretary of the Council.
 - (r) Within 30 days of the conclusion of the arbitration proceedings, the arbitrator shall, at the written request of either party, furnish reasons for the award if such reasons were not given in the award itself.
 - (s) On good cause shown, the Secretary may extend the period within which the arbitration award and the reasons are to be served and filed.
- (3) General
- (a) The Secretary may apply to the Labour Court to make any arbitration award issued in terms of this agreement an order of the Labour Court in terms of Section 158(1) of the Act.
 - (b) The Council may issue rules not inconsistent with the provisions of this agreement further regulating the practice and procedures for the conduct of exemption or dispute proceedings. Once issued a copy of such rules must be kept by and may be obtained from the offices of the Council.
 - (c) The provisions of this agreement stand in addition to any other legal remedy through which the Council may enforce its Collective Agreements.
 - (d) This agreement recognizes the applicability of Sections 33A, 51 and 191 of the Act and the Sections of the Act referred to in those Sections to proceedings conducted in terms of this clause.

• **Delete clause 77 and substitute as follows:**

- (1) By the 15th of December of each year, as of 15 December 2018, a payment equal to one week's basic wage will be made to existing EBU categories up to Patterson Grade B3 or those earning a basic wage of less than R10 000 per month including EBU employees in grades B4 to C1 earning a basic wage of less than R10 000 per month.

- (2) Subject to the above, such payment will only apply where above-mentioned employees do not receive a 13th cheque or similar payment in terms of their conditions of service. On the whole no employee, in terms of their existing benefits, will be prejudiced as a result of this provision and such payment will be off-set against any other similar payments made in lieu of a 13th cheque payment made.

- **Delete clause 78 in its entirety and substitute it as follows:**

Extension and implementation of the Agreement

The provisions of clause 20.3 of the NBCRFLI Constitution shall apply in this regard. Should an employer elect to implement this agreement or parts thereof, (as per clause 20.3.3 of said Constitution), prior to extension by the Minister of Labour to non-parties, such employer will be deemed to already be in compliance with the published agreement insofar as the applicable provisions that have already been implemented by such employer. For the purposes of these negotiations, the aforementioned items constitute the amendments required to the Main Collective Agreement.

- **Add new Clause 79 as follows:**

Existing Benefits and Practices in the Agreement

Any existing practices and/or benefits in the industry which are more than the agreed minimums in this agreement must not be reduced.

- **Add new Part 12 and Clause 80 as follows:**

Part 12 - EMPLOYMENT EQUITY ACT

- **Add new Clause 80 as follows:**

Industry must promote compliance with the Employment Equity Act 55 of 1998, as amended from time to time.

- **SCHEDULE 3: MONTHLY RETURN**

- **Delete the heading "NOTES FOR COMPLETING ANNEXURE A4" and substitute as follows:**

"NOTES FOR COMPLETING ONLINE MONTHLY RETURNS"

- **Delete the following sentence:**

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

Substitute with the following sentence:

The online monthly return submitted to the Council in terms of the provisions of this agreement must comply with the following-

- **Substitute SCHEDULE 4 WELLNESS FUND clause 2 sub-clause (2)(b) as follows:**

submit to the National Secretary of the Council an online monthly return, for each of the employer's establishments. The return must be submitted online to 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 online monthly return by inserting a "P" or an "R", respectively, before the job category in the "Category" column.

- **Substitute SCHEDULE 4 WELLNESS FUND clause 2 sub-clause (3)(b) as follows:**

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 online monthly return.

- **Substitute SCHEDULE 4 WELLNESS FUND clause 8 sub-clause (2) as follows:**

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

SCHEDULE 5: REMUNERATION AND OTHER MONETARY BENEFITS

- *Substitute Clause 1.(a) sub-clause 1a (i), sub-clause 2,1(b) ii (1) , sub-clause 1(c) (1) in its entirety and replace it as follows:*

1.(a) Minimum Wages

- (1) From the date of implementation for 2019 being 1 March 2019 for employers and employees of the industry or date to be determined by the Minister of Labour but not earlier than 1 March 2019 until 29 February 2020, 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, Courier, Furniture Removal and CIT:

(i) **TABLE ONE A: MINIMUM WAGES: GRADES 1 TO 5: (except where otherwise indicated for specific grades i.e. in Courier and CIT)**

For the period 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020

2.1 Grade 1

- R400.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.
- R400.00 per month as per schedule below to be applied to the MIN 6 months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.

2.2 Grade 2 & 3

- R605.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.

- R100.00 per month as per schedule below to be applied to the MIN 6 months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.

2.3 Grade 4

- R605.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.

2.4 Grade 5

- R1 000.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending 28 February 2019 as published in Notice 726 of 28 October 2016 under GG No 40385	6 Adjusted Minimum Wage per week from 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019	7 Adjusted Minimum Wage per week Six Months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 269.45	R1 361.77	R1 454.08
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 434.94	R1 574.57	R1 597.65
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	R1 768.59	R1 908.22	R1 931.30
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 (rigid).....	4.	B3 B3 B3 B3	R2 026.87	R2 166.50	N/A

18	Dispatch Clerk.....		B3			
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4			
45	Semi-skilled Artisan.....		B4	R2 350.82	R2 581.61	N/A
49	Storeman (warehouse).....		B4			

**(3) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2019
FOR EMPLOYERS AND EMPLOYEES OF THE INDUSTRY OR DATE TO BE
DETERMINED BY THE MINISTER BUT NOT EARLIER THAN 1 MARCH 2019
ENDING 29 FEBRUARY 2020 FOR GRADES 1 – 5**

- a) Across the board increases of 8% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to the coming into operation of the above mentioned wage schedule.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

TABLE ONE B: COURIER CHAMBER MINIMUM WAGES: GRADES 1 TO 5:

(except where otherwise indicated for specific grades i.e. in CIT)

**From 1 March 2019 for employers and employees of the industry or date to be
determined by the Minister but not earlier than 1 March 2019 until 29 February
2020**

4.1 Grade 1

- R400.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.
- R400.00 per month as per schedule below to be applied to the MIN 6 months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.

4.2 Grade 2 & 3

- R605.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.
- R50.00 per month as per schedule below to be applied to the MIN 6 months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.

4.3 Grade 4

- R605.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.

4.4 Grade 5

- R1 000.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for parties and for non-parties from date as determined by the Minister but not earlier than 1 March 2019.

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending 28 February 2019 as published in Notice 726 of 28 October 2016 under GG No 40385	6 Adjusted Minimum Wage per week from 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019	7 Adjusted Minimum Wage per week Six Months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 269.45	R1 361.77	R1 454.08
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 434.94	R1 574.57	R1 586.11
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	R1 768.59	R1 908.22	R1 919.76
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	R2 026.87	R2 166.50	N/A
14 45 49	Ultra-heavy Motor Vehicle Driver..... Semi-skilled Artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R2 350.82	R2 581.61	N/A

**(5) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2019
FOR EMPLOYERS AND EMPLOYEES OF THE INDUSTRY OR DATE TO BE
DETERMINED BY THE MINISTER BUT NOT EARLIER THAN 1 MARCH 2019
ENDING 29 FEBRUARY 2020 FOR GRADES 1 – 5**

(a) Across the board increases of 8% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to the coming into operation of the above mentioned wage schedule.

(b) The across the board increase must apply on the current wages before the adjustment of the minimums.

- 1.(b) For the period 1 March 2020 to 28 February 2021 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:

(ii) **TABLE TWO A: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 5:**
(except where otherwise indicated for specific grades i.e. in Courier and CIT)
From 1 March 2020 until 28 February 2021

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week from 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020	6 Across the board increase	7 Adjusted Minimum Wage per week from (1 March 2020)
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 454.08	7.5%	R1 563.14
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 597.65	7.5%	R1 717.48
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	R1 931.30	7.5%	R2 076.15
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	R2 166.50	7.5%	R2 328.99
14 45 49	Ultra-heavy Motor Vehicle Driver..... Semi-skilled Artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R2 581.61	7.5%	R2 775.23

(2) APPLICATION OF WAGE INCREASES FROM 1 MARCH 2020 UNTIL 28 FEBRUARY 2021 FOR GRADES 1 - 5

- a) Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2020.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

(ii) TABLE TWO B: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 5:
(except where otherwise indicated for specific grades i.e. in CIT)
From 1 March 2020 until 28 February 2021

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week from 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020	6 Across the board increase	7 Adjusted Minimum Wage per week 1 March 2020
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 454.08	7.5%	R1 563.14
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 586.11	7.5%	R1 705.07
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	R1 919.76	7.5%	R2 063.75
10 11	Heavy Motor Vehicle Driver (articulated)..... Heavy Motor Vehicle Driver (rigid)....	4.	B3 B3	R2 166.50	7.5%	R2 328.99

12	Extra-heavy Motor Vehicle Driver (articulated).....		B3			
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3			
18	Dispatch Clerk.....		B3			
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4			
45	Semi-skilled Artisan.....		B4	R2 581.61	7.5%	R2 775.23
49	Storeman (warehouse).....		B4			

(3) APPLICATION OF WAGE INCREASES FROM 1 MARCH 2020 UNTIL 28 FEBRUARY 2021 FOR GRADES 1 - 5

- Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2020.
- The across the board increase must apply on the current wages before the adjustment of the minimums.
- For the period 1 March 2021 to 28 February 2022 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:

(iii) TABLE THREE A: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 5: (except where otherwise indicated for specific grades i.e. In Courier and CIT)
From 1 March 2021 until 28 February 2022

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week from 1 March 2020 until 28 February 2021	6 Across the board increase	7 Adjusted Minimum Wage per week from 1 March 2021
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 563.14	7.5%	R1 680.38
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 717.48	7.5%	R1 846.30
7 8 44 19 23	Medium motor vehicle driver (articulated)..... Medium Motor Vehicle Driver (rigid).. Artisan Assistant..... Gantry Crane Operator, grade I..... Mobile Hoist Operator, grade I.....	3.	B2 B2 B2 B1	R2 076.15	7.5%	R2 231.87

47	Checker, grade II.....		B2			
21	Loader Operator, grade I.....		B2			
20	Gantry Crane Operator, grade II.....		B1			
26	Storeman (workshop).....		B2			
15	Team Leader.....		B2			
10	Heavy Motor Vehicle Driver (articulated).....	4.	B3			
11	Heavy Motor Vehicle Driver (rigid).....		B3			
12	Extra-heavy Motor Vehicle Driver (articulated).....		B3	R2 328.99	7.5%	R2 503.67
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3			
18	Dispatch Clerk.....		B3			
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4			
45	Semi-skilled Artisan.....		B4	R2 775.23	7.5%	R2 983.38
49	Storeman (warehouse).....		B4			

**(2) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2021
UNTIL 28 FEBRUARY 2022 FOR GRADES 1 - 5**

- a) Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2021.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

**(iii) TABLE THREE B: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO
5: (except where otherwise indicated for specific grades i.e. in CIT)
From 1 March 2021 until 28 February 2022**

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week from 1 March 2020 until 28 February 2021	6 Across the board increase	7 Adjusted Minimum Wage per week from 1 March 2021
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 563.14	7.5%	R1 680.38
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 705.07	7.5%	R1 832.95
7 8 44 19 23 47	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.....	3.	B2 B2 B2 B1 B2	R2 063.75	7.5%	R2 218.54

21	Loader Operator, grade I.....		B2			
20	Gantry Crane Operator, grade II.....		B1			
26	Storeman (workshop).....		B2			
15	Team Leader.....		B2			
10	Heavy Motor Vehicle Driver (articulated).....	4.	B3			
11	Heavy Motor Vehicle Driver (rigid).....		B3	R2 328.99	7.5%	R2 503.67
12	Extra-heavy Motor Vehicle Driver (articulated).....		B3			
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3			
18	Dispatch Clerk.....		B3			
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4			
45	Semi-skilled Artisan.....		B4	R2 775.23	7.5%	R2 983.38
49	Storeman (warehouse).....		B4			

(3) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2021 UNTIL 28 FEBRUARY 2022 FOR GRADES 1 - 5

- a) Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2021.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

• **Add a new clause as follows:**

- 1.(d) For the period 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 28 February 2022 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:

**(iv) TABLE FOUR: CASH IN TRANSIT CHAMBER MINIMUM WAGES: GRADES 3 TO 6: (except where otherwise indicated for specific grades i.e. in Courier)
From 1 March 2019 until 28 February 2022**

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending 28 February 2019 as published in the Notice 726 of 28 October	6 Adjusted Minimum Wage per week 1 March 2019 for employers and employees of the industry or date to be determined	7 Adjusted Minimum Wage per week from 1 March 2020	8 Adjusted Minimum Wage per week from 1 March 2021
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				2016 under GG No 40385	by the Minister but not earlier than 1 March 2019		
50	Vehicle Guard.....	3.	B2	R2 808.53	R3 057.93	R3 270.32	R3 499.24
51	Custodian.....	5.	B4	R3 276.17	R3 505.50	R3 750.89	R4 013.45
41	Security Officer, III.....	6.	B3	R2 340.60	R2 538.89	R2 716.81	R2 906.77
40	Security Officer, II.....		B3	R2 808.53	R3 057.93	R3 270.32	R3 499.24
39	Security Officer, I.....		B4	R2 808.53	R3 057.93	R3 270.32	R3 499.24

2. APPLICATION OF WAGE INCREASES FROM 1 MARCH 2019 UNTIL 28 FEBRUARY 2022 FOR GRADES 3, 5 and 6

- Across the board increases of 8% on actual wage shall be awarded to all employees, mentioned in grades 3, 5 and 6 above, who were in the employ of an employer prior to 1 March 2019.
- Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 3, 5 and 6 above, who were in the employ of an employer prior to 1 March 2020.
- Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 3, 5 and 6 above, who were in the employ of an employer prior to 1 March 2021.
- The across the board increase must apply on the current wages before the adjustment of the minimums.

Add new sub-clause 1(e) as follows:

- Sub-clause 1(e) - Extended Bargaining Unit Employees (EBU)
- Substitute 1(d) (1) with a new sub-clause 1(e) (1)
- Substitute 1 (d) (iv) with a new sub-clause 1 (e) 1 (iv) as follows:

(iv) TABLE ONE: ACROSS THE BOARD INCREASES

From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020

Employees	Across the Board Increase
Current EBU up to Patterson Grading B4	8%
Current EBU Patterson Grading C1	7%

- **Substitute 1(d) (2) with a new sub-clause 1(e) (2) as follows:**

(2) The across the board increases in table one shall be calculated on actual wage and shall be awarded to all employees mentioned in the said table, who were in the employ of an employer prior to the coming into operation of the wage schedule.
- **Substitute 1 (d) (2) (v) with a new sub-clause 1 (e) (2) (v) as follows:**

TABLE TWO: ACROSS THE BOARD INCREASES

From 1 March 2020 until 28 February 2021

Employees	Across the Board Increase
Current EBU up to Patterson Grading B4	7.5%
Current EBU Patterson Grading C1	6.5%

- **Substitute 1(d) (3) with a new sub-clause 1(e) (3) as follows:**

(3) The across the board increases referred to in table two shall be granted as from 1 March 2020 on actual wage.
- **Substitute 1 (d) (3) (vi) with a new sub-clause 1 (e) (3) (vi) as follows:**

(vi) TABLE THREE: ACROSS THE BOARD INCREASES

From 1 March 2021 until 28 February 2022

Employees	Across the Board Increase
Current EBU up to Patterson Grading B4	7.5%
Current EBU Patterson Grading C1	6.5%

- **Substitute 1(d) (4) with a new sub-clause 1(e) (4) as follows:**
 - (4) The across the board increases referred to in table three above shall be granted as from 1 March 2021 on actual wage.
- **Substitute 1(e) (1) with a new sub-clause 1(f) (1) as follows:**
- Across the board increases
 - (a) Year one: From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020:
 - (i) 8% in respect of all EBU employees up to Paterson Grade B4.
 - (ii) 7% in respect of all EBU employees in Paterson Grade C1.
 - (b) Year two: From 1 March 2020 until 28 February 2021:
 - (i) 7.5% in respect of all EBU employees up to Paterson Grading B4.
 - (ii) 6.5% in respect of all EBU employees in Paterson Grading C1.
 - (c) Year three: From 1 March 2021 until 28 February 2022:
 - (i) 7.5% in respect of all EBU employees up to Paterson Grading B4.
 - (ii) 6.5% in respect of all EBU employees in Paterson Grading C1.
- **Substitute 1(f) with a new sub-clause 1(g) as follows:**

The only provisions of this Agreement that shall apply to extended bargaining unit employees shall be the increases referred to above, the provisions of clause 77, clause 54, clause 69 and schedule 4 item 8 (Wellness Fund).

- **Substitute 1(f) (2) with a new sub-clause 1(g) (2) as follows:**

Across the board increases shall be granted on actual wages.

- **Substitute Clause 2 (1) (a) Night-shift allowance as follows :**

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

- (a)

Category of Employee	Period: From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020
Employees who perform more than one hour of night work	An allowance of R12,00 beyond one hour and R2,17 for every hour in excess thereof; or by a reduction of ordinary hours of work

- (b)

Category of Employee	Period: From 1 March 2020 to 28 February 2021
Employees who perform more than one hour of night work	An allowance of R12,90 beyond one hour and R2,33 for every hour in excess thereof; or by a reduction of ordinary hours of work

- (c)

Category of Employee	Period: From 1 March 2021 to 28 February 2022
Employees who perform more than one hour of night work	An allowance of R13,86 beyond one hour and R2,50 for every hour in excess thereof; or by a reduction of ordinary hours of work

- **Substitute Clause 4 (a) , (b) and (c) Subsistence and Cross-Border allowance as follows:**

Clause 4 (a) - Subsistence allowance

The Subsistence allowance payable in terms of clause 36A of the Main Agreement, must be paid as per the schedule hereunder:

Subsistence Allowance: Period: From 01 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020
(a) R43.43 for each period of absence within the borders of the Republic of South Africa

(b) R37.52 for each of the three daily meal intervals during such absence. Total R112.57
Subsistence Allowance: Period: From 01 March 2020 until 28 February 2021
(a) R46.69 for each period of absence within the borders of the Republic of South Africa
(b) R40.34 for each of the three daily meal intervals during such absence. Total R121.01
Subsistence Allowance: Period: From 1 March 2021 until 28 February 2022
(a) R50.19 for each period of absence within the borders of the Republic of South Africa
(b) R43.36 for each of the three daily meal intervals during such absence. Total R130.09

Clause 4 (b) Cross Border Allowance

The Cross Border allowance payable in terms of clause 36B of the Main Agreement, must be paid as per the schedule hereunder:

Cross Border Allowance: Period: From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020
(a) R78.33 for each period of absence outside the borders of the Republic of South Africa
(b) R48.39 for each of the three daily meal intervals during such absence. Total R145.17
Cross Border Allowance: Period: From 1 March 2020 until 28 February 2021
(a) R117.50 for each period of absence within the borders of the Republic of South Africa
(b) R72.59 for each of the three daily meal intervals during such absence. Total R217.76
Cross Border Allowance: Period: From 1 March 2021 until 28 February 2022
(a) R126.31 for each period of absence outside the borders of the Republic of South Africa
(b) R78.03 for each of the three daily meal intervals during such absence. Total R234.09

- **Substitute Clause 6 as follows:**

Clause 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 Collective Agreement is:

- (a) R98.34 if the client restricts the driver's hours of work to 12 hours or less. This amount to be increased as follows:
- (i) Year 1: (From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020)
R106.20
 - (ii) Year 2: (From 1 March 2020 until 28 February 2021)
R114.16
 - (iii) Year 3: (From 1 March 2021 until 28 February 2022)
R122.72
- (b) R63.22 if the client restricts the driver's hours of work to 13 hours or less, but not less than 12. This amount to be increased as follows:
- (i) Year 1: (From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020)
R68.27
 - (ii) Year 2: (From 1 March 2020 until 28 February 2021)
R73.39
 - (iii) Year 3: (From 1 March 2021 until 28 February 2022)
R78.89
- (c) R35.13 if the client restricts the driver's hours of work to 14 hours or less, but not less than 13. This amount to be increased as follows:
- (i) Year 1: (From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020)
R37.94
 - (ii) Year 2: (From 1 March 2020 until 28 February 2021)
R40.78
 - (iii) Year 3: (From 1 March 2021 until 28 February 2022)
R43.83

- **Substitute Clause 7 as follows:**

Clause 7 – Dual Driver Subsistence

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

- (i) Year 1: (From 1 March 2019 for parties and non-parties from date as determined by the Minister but not earlier than 1 March 2019 until 29 February 2020)

R190.00 per day (3 meal allowances of R23.48 each and base portion of R120.00 per shift) subject to Clause 67A of this agreement.

- (ii) Year 2: (From 1 March 2020 until 28 February 2021)

R204.00 per day (3 meal allowances of R25.83 each and base portion of R126.51 per shift) subject to Clause 67A of this agreement.

- (iii) Year 3: (From 1 March 2021 until 28 February 2022)

R218.00 per day (3 meal allowances of R27.89 each and base portion of R134.33 per shift). subject to Clause 67A of this agreement.

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

• **Substitute Clause 10, sub-clause 2 as follows:**

The non-payment of provident/pension fund contributions deducted by employers is a criminal offence in terms of the Financial Sector Regulation Act, 09 of 2017

SCHEDULE 6: PRESCRIBED FORMS

Delete 4 (Annexure A4) and 5 (Annexure A5)

Signed at Johannesburg, for and on behalf of the parties to the Council, this 3rd day of December 2018


PRW Meier
Chairperson of the
Council


TA Ramakgole
Deputy Chairperson
of the Council


CM Ndlovu
National Secretary
of the Council

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



ANNEXURE A.1
STATEMENT 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
Website: www.nbcfri.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.	

2/2

Certificate of Registration

ISSUED BY THE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY

Reg. No.

This is to Certify

That the undermentioned Person/Firm is duly registered as an Employer with the Road Freight and Logistics

Bargaining Council in the Magisterial District of

Trading in the Name of

Name of Company / Firm

Full Name / s of Proprietor, Partners, Directors or Members:

1.

2.

3.

4.

Date of Commencement of Business

Business Address

.....

.....

ISSUED at JOHANNESBURG this.....day of20.....

31 De Korte Street
Braamfontein
JOHANNESBURG..... NATIONAL SECRETARY
NOTE:(This certificate merely confirms that the
holder is registered with the Council as an
Employer and does not indicate any degree of
Competency or Capability).**NB:** In the event of sequestration, winding up, abandonment of business, transfer, commencement of additional business or change in the type of business, address, ownership or management, such change must be notified to the Council within 30 days, in writing.WHEN AN EMPLOYER CEASES TRANSPORT OPERATIONS, THIS CERTIFICATE MUST BE RETURNED TO THE COUNCIL.
PRIVATE BAG X69, BRAAMFONTEIN, 2017 TEL: (011) 703-7000 / FAX: (011) 339-1380



A.3
Ver. 06/11

**ANNEXURE A.3
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY**

Private Bag X69
Braamfontein
Tel. No.: (011) 703-7000 / Fax No.: (011) 339-1380
E-mail: payouts@nbcrlfi.co.za
Website: www.nbcrlfi.org.za

31 De Korte Street
Braamfontein
Johannesburg, 2001

CERTIFICATE OF SERVICE

Date/...../.....

Employer's name

Business name

Business address

Telephone no.

Employee's name

Employee's address

Identity no./Ref. no. U.I.F. serial no.

Date service commenced

Date service terminated

❖ Reasons for termination of services ☐

Previous employer

.....
Employer's Signature

❖ Insert numerals only of relevant headings, viz. 1. Resignation 2. Reduction of staff 3. Other



ANNEXURE A.6
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY
ANNUAL PAYMENT VOUCHER

31 De Korte Street
Braamfontein, Johannesburg
Online: www.nbcrfionline.org.za
Website: www.nbcrfi.org.za

Private Bag X69
Braamfontein
Tel.: (011) 703-7000
Fax: (011) 339-1380

1. For Council records ☐ or Employee's payment voucher ☐ Mark appropriate block "x"

2. Full Names and Surname of employee

3. Identity No.

4. Computer No.

5. Clock No.

6. Occupation

	Total Days Accrued
7. State month during which leave is usually due / will be due	
8. I / We certify that the abovementioned employee is still in my / our service and qualifies for annual leave which has been granted for the period to	

9. To be paid directly into bank account in employee's **own name**, please supply details:

Bank Name			
Type of Account	Current ☐	Savings ☐	Transmission ☐
Branch Name			
Branch Code		Account No.	

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

Date

Place

.....
Signature of employer or duly
authorised representative

Stamp of Company



ANNEXURE A.7
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY

Private Bag X69, Braamfontein, 2017, Tel. (011) 703-7000 / Fax. (011) 339-1380
E-Mail: payouts@nbcfrfi.co.za
Website: www.nbcfrfi.org.za

NOTICE OF TERMINATION OF EMPLOYMENT
(In terms of clause 40 of the Agreement)

Employer

Address

I hereby tender week's notice to terminate my / your employment on

Date

Signature

Full names of employee

Identity no.

Signature of recipient

Original to be forwarded to the National Secretary of the Bargaining Council, Private Bag X69, Braamfontein, 2017, within 24 hours. Duplicate to be kept by employer.



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@nbcrl.co.za
Website: www.nbcrl.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			
Type of Account	Current ☐	Savings ☐	Transmission ☐
Branch Name			
Branch Code		Account No.	

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

Date

Place

.....
Signature

N.B

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

Stamp of Company