

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 6396

Regulasiekoerant

Vol. 402

PRETORIA, 24 DECEMBER
DESEMBER 1998

No. 19636

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1691

24 December 1998

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF A-COLLECTIVE AMENDING 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 amending 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 amending agreement, shall be binding on the other employers and employees in that Industry, with effect from 4 January 1999 and for the period ending 28 February 1999.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY****A-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)**South African Transport Workers' Union****Professional Transport Workers' Union of South Africa****Transport and General Workers' Union****African Miners and Allied Workers' Union****Turning Wheel Workers' Union**

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. 922 of 24 July 1998.

1. SCOPE OF APPLICATION

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
- (b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the Magisterial District of Boksburg and Brakpan which, prior to the publication of Government Notice No. 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. 498 and 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. 556 and 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. 1105 of 26 July 1963 and 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp), Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication by Government Notice No. 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. 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. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees from whom minimum wages are prescribed in this Agreement and to the employers of such employees.

(3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—

- (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle; and
- (b) an employer who operates one truck with one driver, and the employees employed by such employer.

(4) The provisions of clauses 1 (1) (a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions who entered into this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

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 1999.

3. CLAUSE 8: PAYMENT OF REMUNERATION

Substitute the following for subclause (6):

"(6) Deductions:

- (a) An employer may not make any deduction from an employee's remuneration unless—
 - (i) subject to paragraph (b), the employee in writing agrees to the deduction in respect of a debt specified in the agreement; or
 - (ii) the deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.
- (b) A deduction in terms of paragraph (a) (i) may be made to reimburse an employer for loss or damage only if—
 - (i) the loss or damage occurred in the course of employment and was due to the fault of the employee;
 - (ii) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deductions should not be made;
 - (iii) the total amount of the debt does not exceed the actual amount of the loss or damage; and
 - (iv) the total deductions from the employee's remuneration in terms of this subclause do not exceed one-quarter of the employee's remuneration in money.
- (c) A deduction in terms of paragraph (a) (i) in respect of any goods purchased by the employee must specify the nature and quantity of the goods.
- (d) An employer who deducts an amount from an employee's remuneration in terms of paragraph (a) for payment to another person, must pay the amount to the person in accordance with the time period and other requirements specified in the agreement, law, court order or arbitration award.
- (e) An employer may not require or permit an employee to—
 - (i) repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or
 - (ii) acknowledge receipt of an amount greater than the remuneration actually received.
- (f) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than at the instance of his employer, the employer may make a deduction proportionate to the period of his absence and calculated on the basis of the wage that such employee was receiving in respect on his ordinary hours of work at the time of such absence.
- (g) Subject to the consent of the Council, an employer may deduct any amount advanced to an employee on his remuneration, and the cost of protective clothing or tools and equipment issued to him that he fails to return to his employer when called upon to do so: Provided that the Council, when considering any such claim for loss suffered by an employer, shall consider tools and equipment to be only those items specifically given to a driver, which should remain in his possession at all times and which should include any other usual equipment carried on a vehicle in cases where it is fixed to or locked in the vehicle."

4. CLAUSE 17: DRIVER TRAINING SCHEME

Delete clause 17 (2) (a) with effect from the date at coming into operation of the Agreement.

5. CLAUSE 29: LEGAL COSTS

- (1) Substitute the following heading for the existing heading of this clause:

"ENFORCEMENT/LEGAL COSTS".

- (2) In the first line of clause 29, substitute the expression "to institute proceedings in any competent forum" for the expression "to institute action in a civil court".

Signed at Johannesburg, for and on behalf of the parties to the Council, this 27th day of October 1998.

G. F. VAN NIEKERK

Chairman of the Council

J. J. DUBE

Vice-Chairman of the Council

B. S. E. GRATZ

Secretary of the Council

No. R. 1691

24 Desember 1998

WET OP ARBEIDSVERHOUDINGE, 1995

PADVRAGNYWERHEID: UITBREIDING VAN A-KOLLEKTIEWE WYSIGINGSOOREENKOMS 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 wysigingsooreenkoms wat in die Bylae hiervan 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 wysigingsooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 4 Januarie 1999, en vir die tydperk wat op 28 Februarie 1999 eindig.

M. M. S. MDLADLANA**Minister van Arbeid****BYLAE****NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID****A-OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Road Freight Employers' Association

(hierna die "werkgewers" of die "werknemersorganisasie" genoem), aan die een kant, en die

Motor Transport Workers' Union (South Africa)**South African Transport Workers' Union****Professional Transport Workers' Union of South Africa****Transport and General Workers' Union****African Miners and Allied Workers' Union****Turning Wheel Workers' Union**

en

Transport and Allied Workers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant,

wat die partye is by Nasionale Bedingingsraad vir die Padvragnywerheid, tot wysiging van die Ooreenkoms gepubliseer by die Goewermentskennisgewing No. R. 922 van 24 Julie 1998.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Padvragnywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is, en wat onderskeidelik daarin betrokke en werksaam is;
- (b) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd die gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964, binne die landdrosdistrik Heidelberg geval het, en uitgesonderd die gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermentskennisgewings Nos. 489 en 871 onderskeidelik 1 April 1966 en 26 Mei 1972), binne die landdrosdistrik Nigel geval het), Delmas, Germiston, Johannesburg, Kempton Park (uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermentskennisgewings Nos. 556 en 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het), Krugersdorp (met inbegrip van die gedeeltes wat die landdrosdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennisgewings Nos. 1105 van 26 Julie 1963 en 872 van 26 Mei 1972), binne die landdrosdistrik Krugersdorp geval het), Oberholzer (uitgesonderd die gedeelte van die landdrosdistrik Oberholzer wat voor die publikasie van Goewermentskennisgewing No. 1745 van 1 September 1978, binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 2125 van 22 November 1974 binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van gedeeltes van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963, binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone voorgeskryf word, by hierdie Ooreenkoms en op die werkgewers van sodanige werknemers.

- (3) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op—
- (a) 'n eienaar wat sy eie voertuig dryf en die werknemers wat in verband met sodanige voertuig in diens is; en
 - (b) 'n werkgever wat een vragmotor met een drywer bedryf, en die werknemers in diens van sodanige werkgever.
- (4) Die bepalings van klousules 1 (1) (a) en 2 van hierdie Ooreenkoms is nie van toepassing op werkgevers en werknemers wat nie lede is van die werkgeversorganisasie en die vakbonde wat die Ooreenkoms aangegaan het nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 28 Februarie 1999.

3. KLOUSULE 8: BETALING VAN BESOLDIGING

Vervang klousule 8 (6) deur die volgende:

“(6) **Aftekings:**

- (a) 'n Werkgever mag geen aftrekking van 'n werknemer se besoldiging doen nie tensy—
 - (i) die werknemer, behoudens paragraaf (b), skriftelik instem tot die aftrekking ten opsigte van 'n skuld in die ooreenkoms vermeld; or
 - (ii) die aftrekking ingevolge 'n wet, kollektiewe ooreenkoms, hofbevel of arbitrasietoekenning vereis of toegelaat word.
- (b) 'n Aftrekking ingevolge paragraaf (a) (i) kan gedoen word ten einde 'n werkgever vir verlies of skade te vergoed slegs indien—
 - (i) die verlies of skade in die loop van diens voorgekom het en aan die skuld van die werknemer te wyte was;
 - (ii) die werkgever 'n billike prosedure gevolg het en die werknemer 'n redelike geleentheid gebied het om aan te toon waarom die aftekings nie gemaak moet word nie;
 - (iii) die totale bedrag van die skuld nie die werklike bedrag van die verlies of skade te bowe gaan nie; en
 - (iv) die totale aftekings van die werknemer se besoldiging ingevolge hierdie subklousule nie een kwart van die werknemer se besoldiging in geld te bowe gaan nie.
- (c) 'n Aftrekking ingevolge paragraaf (a) (i) ten opsigte van enige goedere wat deur die werknemer gekoop is, moet die aard en hoeveelheid van die goedere spesifiseer.
- (d) 'n Werkgever wat ingevolge paragraaf (a) 'n bedrag van 'n werknemer se besoldiging aftrek vir betaling aan 'n ander persoon, moet die bedrag aan die ander persoon betaal in ooreenstemming met die tydperk en ander vereistes in die ooreenkoms, wet, hofbevel of arbitrasietoekenning gespesifiseer.
- (e) 'n Werkgever mag nie van 'n werknemer vereis of hom of haar toelaat om—
 - (i) enige besoldiging terug te betaal nie behalwe vir oorbetalings wat vroeër deur die werkgever gemaak is as gevolg van 'n fout in die berekening van die werknemer se besoldiging; of
 - (ii) ontvangs te erken van 'n bedrag wat groter is as die besoldiging wat werklik ontvang is nie.
- (f) Behoudens andersluidende bepalings in hierdie Ooreenkoms, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, kan 'n werkgever 'n bedrag aftrek wat eweredig is aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het.
- (g) Behoudens toestemming van die Raad kan 'n werkgever 'n bedrag aftrek wat aan die werknemer op sy besoldiging voorgesiet is, asook die koste van beskermende klere of gereedskap of uitrusting wat aan hom uitgereik is en wat hy versuim om aan sy werkgever terug te besorg wanneer hy aangesê word om dit te doen: Met dien verstande dat die Raad, wanneer hy 'n sodanige eis om verlies oorweeg wat 'n werkgever gelyk het, gereedskap en uitrusting moet beskou as slegs daardie items wat spesifiek aan 'n drywer uitgereik is, wat te alle tye in sy besit moet wees, en wat moet insluit ander gewone uitrusting wat op 'n voertuig is in gevalle waar dit aan die voertuig vas of daarin toegesluit is.”

4. KLOUSULE 17: DRYWEROPLEIDINGSKEMA

Skrap klousule 17 (2) (a) met ingang van die datum van inwerkingtreding van die Ooreenkoms.

5. KLOUSULE 29: REGSKOSTE

(1) Vervang die hoofopskrif van hierdie klousule deur die volgende:

"WETSTOEPASSINGSKOSTE/REGSKOSTE".

(2) In die eerste reël van klousule 29, vervang die uitdrukking " 'n siviele geding in 'n siviele hof instel" deur die uitdrukking " 'n geding in 'n bevoegde forum instel".

Namens die partye by die Raad op hede die 27ste dag van Oktober 1998 te Johannesburg onderteken.

G. F. VAN NIEKERK

Voorsitter van die Raad

J. J. DUBE

Ondervoorsitter van die Raad

B. S. E. GRATZ

Sekretaris van die Raad



CONTENTS**INHOUD**

No.		Page No.	Gazette No.	No.		Bladsy No.	Koerant No.
GOVERNMENT NOTICE				GOEWERMENSKENNISGEWING			
Labour, Department of				Arbeid, Departement van			
<i>Government Notice</i>				<i>Goewermentskennisgewing</i>			
R. 1691	Labour Relations Act (66/1995): Road Freight Industry: Extension of A-Collective Amending Agreement to Non-parties.....	1	19636	R. 1691	Wet op Arbeidsverhoudinge (66/1995): Padvagnywerheid: Uitbreiding van A-Kollektiewe Wysigingsooreenkoms na Nie-partye.....	4	19636

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Tel: (012) 334-4507, 334-4511, 334-4509, 334-4515

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaat Sak X85, Pretoria, 0001
Tel: (012) 334-4507, 334-4511, 334-4509, 334-4515