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Government Printing Works

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take note!

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- All documents must be attached separately in your email to GPW.
- 1 notice = 1 form, i.e. each notice must be on a separate form
- Please submit your notice **ONLY ONCE**.
- Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
- The notice information that you send us on the form is what we publish. Please do not put any instructions in the email body.



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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR**NO. R. 328****17 MARCH 2016****LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICES****NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS
INDUSTRY: EXEMPTIONS AND DISPUTE RESOLUTION COLLECTIVE AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice Nos. R.1143 of 7 December 2007, R.585 of 9 July 2010, R.65 of 3 February 2012, R.535 of 10 August 2012, R.964 of 30 November 2012, R.1027 of 27 December 2013, and R.24 of 24 January 2014, with effect from second Monday after the date of publication of this Notice.


MINISTER OF LABOUR
15/03/2016

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**UKUHOXISWA KWEZAZISO ZIKAHULUMENI**

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YOKUHLELWA KOKUTHUTHA KANYE NOKUTHUTHWA KWEMPAHLA EMGWAQWENI : ISIVUMELWANO SABAQASHI NABASEBENZI SOKUXOLELA LABO ABANGAPHUMELELI UKUKHOKHA IZIMALI EZINQUNYIWE KANYE NOKUXAZULULWA KWEZIMPIKISWANO

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, lapha, ngokwesigaba 32(7) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngihoxisa iZaziso zikahulumeni ezinguNombolo R.1143 somhlaka 7 kuZibandlela 2007, R.585 somhlaka 9 kuNtulikazi 2010, R.65 somhlaka 3 kuNhlolanja 2012, R.535 somhlaka 10 kuNcwaba 2012, R.964 somhlaka 30 kuLwezi 2012, R.1027 somhlaka 27 kuZibandlela 2013, kanye nesingu R.24 somhlaka 24 kuMasingana 2014, kusukela ngomSombuluko wesibili emuva kokukhishwa kwalesiSaziso..


UNGQONGQOSHE WEZABASEBENZI
15/03/2016

DEPARTMENT OF LABOUR

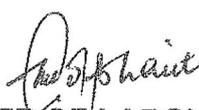
NO. R. 329

17 MARCH 2016

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS INDUSTRY: EXTENSION TO NON-PARTIES OF THE MAIN
COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(5) and section 32(8) 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 the date of publication of this Notice and for the period ending on 30 September 2016.


MINISTER OF LABOUR
15/03/2016

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI
KWABAQASHI NABASEBENZI EMBONINI YOKUTHUTHWA
KWEZIMPAHLA EMGAQWENI: UKWELULWA KWESIVUMELWANO
SABAQASHI NABASEBENZI EIYINGQIKITHI SELULELWA KULABO
ABANGEYONA INGXEYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32 (8) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **UmKhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yokuthuthwa Kwezimpahla emgaqweni** futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni. kusukela ngomsoMbuluko wesibili emva kokukhishwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuMandulo 2016.


UNGQONGQOSHE WEZABASEBENZI

15/03/2016

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" or the "employers' organisations")
of the 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 "employees" or the "trade unions"), of the other part,

being the parties to the National Bargaining Council for the Road Freight and Logistics Industry to amend the Agreement published under Government Notices No. R.4 of 6 January 2012, No. R.48 of 31 January 2014, No. R.664 of 5 September 2014 and No. 981 of 16 October 2015.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Road Freight and Logistics Industry:
- (a) by all the employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged and employed in the said Industry, respectively.
 - (b) In the Republic of South Africa.

- (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) The provisions of clause 1(1)(a), 1.A, 65A, 73(1), 76, 77, 78, Schedule 4, 1A, Schedule 5.8 and Schedule 5.9 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade unions, respectively, who entered into this Agreement.

2. CLAUSE 1A: PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such a date as determined by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2019.

3. CLAUSE 56: BARGAINING UNIT

1. Substitute the existing sub-clause 56 (1) with the following:

“(1) The bargaining unit means all employees employed in operations, warehousing, fleet maintenance and administration as listed in the wage schedules as contained in Schedule 2 of the Main Agreement, but excluding management that may take decisions to recruit or discipline employees, however including supervisors and controllers regardless of whether or not they may make decisions to recruit or discipline.”

4. CLAUSE 60: HAZCHEM EMPLOYEES

1. Substitute sub-clause 60 (2) with the following:

“(2) For the purposes of this clause, a “HAZCHEM employee” means a driver who is qualified as a Dangerous Goods Driver and holds an appropriate Dangerous Goods Permit and the driver's assistant who accompanies the driver and who are both employed specifically to transport dangerous goods of a company which is registered accordingly to operate as a

transporter of dangerous goods including employees employed in Hazardous Waste Disposal Facilities and employees handling hazardous substances as defined in the Main Collective Agreement. Hazardous Waste Disposal Facility means a disposal and or treatment facility licensed by the Department of Environmental Affairs for the disposal and or treatment of hazardous waste.

- (a) The application of the Hazchem Allowance as per aforementioned definition, will be off-set against any existing allowances / payments made for similar purpose.”

5. CLAUSE 65: PROVISIONS APPLICABLE TO THE CIT SECTOR

1. Insert a new clause 65A:

“CLAUSE 65A: EXTENDED BARGAINING UNIT (EBU) EMPLOYEES IN THE CIT SECTOR

(1) EBU Process

- (a) Parties agree to the following process on all existing CIT EBU categories:
- (i) The CIT chamber will, under the auspices of the Outstanding Wage Issues Standing Committee, convene within 30 days of this Agreement becoming effective in terms of the Council’s Constitution, clause 20.4, to appoint an independent service provider to:
- (a) grade aforementioned positions and provide generic job descriptions for same.
- (b) Establish the existing earning range for the aforementioned with the aim of identifying the applicable MIN at the 25th percentile (minimum level) of such ranges.
- (ii) The outcome of such exercise must be reported to the same committee within 6 months of the commencement of the aforementioned process, with the aim of parties making an agreed recommendation to Council on the outcome.
- (b) BOXROOM MARSHALL GRADING
To be graded within 3 months from 3 September 2015. Within 6 months of the commencement of the aforementioned, parties will report to Council on the outcome. Should any party not agree on such outcome, any party may invoke any process in terms of the Council’s Constitution and/or the Labour Relations Act.
- (c) TSO GRADING
To be graded as part of the process agreed above and in the interim, overtime to be paid after completion of 195 normal hours.

- (d) Non-GPC Cross pavement 3rd man
 - (i) The parties agree to a process to be convened within 30 days of this Agreement becoming effective in terms of the Council's Constitution, clause 20.4, in which a committee consisting of employer and employee representatives be established at each CIT company, to attempt to identify relevant criteria, including safety and security considerations, in order to determine the relevant operational requirements for the assignment of a 3rd man to an armoured vehicle.
 - (ii) Within 6 months of the commencement of the aforementioned, parties will report to Council on the outcome. Should any party not agree on such outcome, any party may invoke any process in terms of the Council Constitution and / or the Labour Relations Act."

6. **CLAUSE 66: EMPLOYEES OF TEMPORARY EMPLOYMENT SERVICES**

1. Substitute sub-clause 66 (6) with the following:

"Prevailing Labour Legislation (including but not limited to the Labour Relations Act, Basic Conditions of Employment Act, Employment Equity Act) regarding temporary employment services will apply."

7. **PART 10: PROVISIONS APPLICABLE TO PARTICULAR CATEGORIES OF EMPLOYEES**

1. Insert a new clause 67A under Part 10:

"CLAUSE 67A: DUAL DRIVER SYSTEM

- (1) A Dual Driver system is where two drivers are simultaneously engaged, sharing duties on one vehicle whilst out on the same journey.
- (2) The trip will be divided between two drivers and the compulsory rest intervals between shifts, as prescribed in clause 6 of the Main Agreement, must be complied with.
- (3) Each driver will be paid for his/her ordinary and overtime hours worked in terms of clause 3 and clause 10 and as defined in Schedule 2 of the Main Agreement, up to a maximum of 15 hours in any 24 hour period.
- (4) A Dual Driver Subsistence Allowance will be payable, in terms of item 7 Schedule 5 to each driver for the shift worked in accordance with the dual driver system. This allowance will be

paid instead of the standard Subsistence allowance. A driver who does not qualify for the standing Subsistence allowance as per clause 36 of the Main Agreement, will receive the difference between the Dual Driver Subsistence allowance and the standard Subsistence allowance as specified in clause 36 of the Main Agreement.

- (5) This will be off-set against any similar existing payment practices relating to the dual driver work practice. Such payment practices will not reduce as a result of this allowance.
- (6) Both drivers, whether driving or not, will be covered for purposes of workman's compensation (COIDA), for the duration of the trip."

8. PART 11: ADMINISTRATION OF AGREEMENT

1. Insert a new clause 76 under Part 11.

"CLAUSE 76: ENTERPRISE AND SUPPLIER DEVELOPMENT

- (1) The parties agree to a Task team being established under the auspices of the Council, to be constituted by party representatives and to be facilitated by Commissioner Kaizer Thibedi. At the first meeting of this committee terms of reference and process will be established, which may include the appointment of subject matter experts from, *inter alia*, the Department of Transport, Department of Trade and Industry."

2. Insert a new clause 77 under Part 11

"CLAUSE 77: PROCESSES AND PAYMENT OF EBU EMPLOYEES

1. The parties agree to refer the extension of the 13th cheque payment to Extended Bargaining Unit (EBU) employees to a secondary process, to be initiated within 30 days of this Agreement becoming effective in terms of the Council's Constitution, as per clause 20.4.
2. The aforementioned secondary process will require parties to nominate party members to a Task Team as stipulated in the Council's Constitution, who will appoint an independent service provider. The Task Team will also develop terms of reference for such service provider who, amongst others, will investigate the scope and financial impact of the possible extension of the 13th cheque benefit to employees within the existing EBU categories. The findings of such investigation must be presented to Council by not later than 31 March 2018.

3. Upon receipt of the findings and recommendations from the service provider, the parties will convene and deliberate on the service provider's report with the aim to agree on the way forward. Should the parties fail to reach agreement on the way forward by 31 May 2018 a CCMA Facilitator will be appointed to attempt to assist parties on determining the way forward.
4. Should the facilitated process not result in an agreement by 31 August 2018, the following shall apply:
 - (a) By not later than 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.
 - (b) 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 in 2018."

3. Insert a new clause 78 under Part 11

"CLAUSE 78: OFF-CROP EARNING PROCESS

A committee will be established under the auspices of the Council to investigate viable alternatives pertaining to off-crop processes. This process shall commence within 30 days of this Agreement becoming effective in terms of the Council's Constitution, clause 20.4, and to be finalised by no later than the expiry date of this Agreement."

9. SCHEDULE 4: WELLNESS FUND

1. Insert a new item 1A.

"1A: WELLNESS

- (1) The Wellness Committee will engage the current Service Provider on reviewing the existing benefit structure in an attempt to provide alternative options that will address specific needs of those contributing or to investigate any other alternatives in this regard, within the existing contribution rates.

The Wellness Committee will report to EXCO in this regard within 6 months from the Agreement becoming effective in terms of the Council's Constitution, clause 20.4."

2. ITEM 8: EXTENSION OF THE WELLNESS FUND

1. Number the existing paragraph as (1) and add a new paragraph (2).

"(2) The existing wellness contributions and benefits to be extended from year 2 (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."

10. SCHEDULE 5: REMUNERATION AND OTHER MONETARY BENEFITS

1. Substitute the following for item 1(a)(1):

"(1) From the date of promulgation until 28 February 2017, 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 and Logistics, Sugar Cane Sector, In-Field Operations, Furniture Removal and CIT:

TABLE ONE: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:
From the date of promulgation until 28 February 2017

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 New Minimum Wage per Week	6 Across the Board Increase
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 078.35	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	R1 218.93	9%
7	Medium Motor Vehicle Driver (articulated).....	3.	B2		

8	Medium Motor Vehicle Driver (rigid).....		B2	R1 502.35	9%
44	Artisan Assistant.....		B2		
19	Gantry Crane Operator, grade I.....		B2		
23	Mobile Hoist Operator, grade I.....		B1		
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	R1 721.75	9%
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		
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4	R1 996.93	9%
45	Semi-skilled Artisan.....		B4		
49	Storeman (warehouse).....		B4		
50	Vehicle Guard.....	3.	B2	R2 385.73	9%
41	Security Officer, III.....	6.	B3	R1 988.24	9%
40	Security Officer, II.....		B3	R2 385.73	
39	Security Officer, I.....		B4	R2 385.73	
51	Custodian.....	5.	B4	R2 782.96	9%

(2) Across the board increases of 9% on actual wage shall be awarded to all employees, mentioned in grades 1 to 6 above, who were in the employ of an employer prior to the coming into operation of the above mentioned wage schedule.”

2. Substitute the following for item 1. (b):

“1. (b) For the period 1 March 2017 to 28 February 2018 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:

**TABLE TWO: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:
For the period ending 28 February 2018**

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 New Minimum Wage per Week	6 Across the Board Increase
1	General Worker.....	1.	A Band	R1 170.00	8.5%
42	General Worker, repair shop.....		A Band		
3	Packer/Loader, grade I.....		A Band		
27	Security Guard.....		A Band		
5	Motorcycle/Motor Tricycle Driver.....	2.	B1	R1 322.53	8.5%
6	Light Motor Vehicle Driver.....		B1		
2	Checker, grade I.....		B1		
22	Loader Operator, grade II.....		B1		
24	Mobile Hoist Operator, grade II.....		B1		
46	Packer/Loader, grade II.....		B1		

7	Medium Motor Vehicle Driver (articulated).....	3.	B2	R1 630.04	8.5%
8	Medium Motor Vehicle Driver (rigid).....		B2		
44	Artisan Assistant.....		B2		
19	Gantry Crane Operator, grade I.....		B2		
23	Mobile Hoist Operator, grade I.....		B1		
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	R1 868.09	8.5%
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		
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4	R2 166.66	8.5%
45	Semi-skilled Artisan.....		B4		
49	Storeman (warehouse).....		B4		
50	Vehicle Guard	3.	B2	R2 588.51	8.5%
41	Security Officer, III.....	6.	B3	R2 157.24	8.5%
40	Security Officer, II.....		B3	R2 588.51	
39	Security Officer, I.....		B4	R2 588.51	
51	Custodian.....	5.	B4	R3 019.51	8.5%

3. Substitute sub-items 1. (b) (1) with the following and delete sub-item (2) in its entirety.

“(1) Across the board increases of 8.5% on actual wage shall be awarded to all employees mentioned in grades 1 to 6 above, who were in the employ of an employer prior to 1 March 2017.”

4. Substitute sub-item 1 (c) with the following:

**TABLE THREE: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6:
For the period ending 28 February 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 New Minimum Wage per Week	6 Across the Board Increase						
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	8.5%						
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	8.5%			
7 8	Medium Motor Vehicle Driver (articulated)..... Medium Motor Vehicle Driver (rigid).....					3.			B2 B2		

44	Artisan Assistant.....		B2		
19	Gantry Crane Operator, grade I.....		B2		
23	Mobile Hoist Operator, grade I.....		B1	R1 768.59	8.5%
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 026.87	8.5%
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 350.82	8.5%
49	Storeman (warehouse).....		B4		
50	Vehicle Guard	3.	B2	R2 808.53	8.5%
41	Security Officer, III.....	6.	B3	R2 340.60	
40	Security Officer, II.....		B3	R2 808.53	8.5%
39	Security Officer, I.....		B4	R2 808.53	
51	Custodian.....	5.	B4	R3 276.17	8.5%

5. Delete the existing sub-items 1 (c) (1) (2) and (3) in its entirety.
6. Renumber the existing sub-item 1 (d) as sub-item 1 (c) and substitute with the following:

“(c) Extended Bargaining Unit Employees (EBU)

- (1) In accordance with the Main Collective Agreement definition of the Bargaining Unit, as provided for in clause 56, across the board increases shall apply to the following EBU employees as follows:

TABLE ONE: ACROSS THE BOARD INCREASES

For the period ending 28 February 2017

Employees	Across the Board Increase
Current EBU up to Patterson Grading B3	9%
Current EBU Patterson Grading B4 to C1	8%

- (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.

TABLE TWO: ACROSS THE BOARD INCREASES
For the period ending 28 February 2018

Employees	Across the Board Increase
Current EBU up to Patterson Grading B3	8.5%
Current EBU Patterson Grading B4 to C1	7.5%

- (3) The across the board increases referred to in table 2 shall be granted as from 1 March 2017 on actual wage.

TABLE THREE: ACROSS THE BOARD INCREASES
For the period ending 28 February 2019

Employees	Across the Board Increase
Current EBU up to Patterson Grading B3	8.5%
Current EBU Patterson Grading B4 to C1	7.5%

- (4) The across the board increases referred to in table three above shall be granted as from 1 March 2018 on actual wage."

7. Remember the existing sub-item 1 (e) as 1 (d) and substitute with the following:

"(d) Extended Bargaining Unit employees engaged in the Cash-in-Transit Sector

- (1) Across the board increases
- (a) Year one: Period ending 28 February 2017: 8% in respect of all EBU employees up to Paterson Grade C1.
 - (b) Year two: Period ending 28 February 2018:
 - (i) 8% in respect of all EBU employees up to Paterson Grading B3.
 - (ii) 7.5% in respect of all EBU employees between Paterson Grading B4 to C1.
 - (c) Year three: Period ending 28 February 2019:
 - (i) 8.5% in respect of all EBU employees up to Paterson Grading B3.
 - (ii) 7.5% in respect of all EBU employees between Paterson Grading B4 to C1.
- (2) Across the board increases shall be granted on actual wages."

8. Delete the existing sub-item 1 (f) in its entirety.

9. Insert a new sub-item 1 (e):

“(e) 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 only as from December 2018, clause 54, and schedule 4 item 8 (Wellness Fund).”

10. Substitute the following for item 2, Night-shift Allowance:

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

Category of employee	Period: from date of promulgation to 28 February 2017	Period: from 1 March 2017 to 28 February 2018	Period: from 1 March 2018 to 28 February 2019
Employees who perform more than one hour of night work	An allowance of R8.11 beyond one hour and R1.63 for every hour in excess thereof; or by a reduction of ordinary hours of work	An allowance of R9.01 beyond one hour and R1.81 for every hour in excess thereof; or by a reduction of ordinary hours of work	An allowance of R10.00 beyond one hour and R2.01 for every hour in excess thereof; or by a reduction of ordinary hours of work

11. Substitute the following for item 4: Subsistence and Cross Border Allowance:

“(1) The cross border and subsistence allowance payable in terms of clause 36 of this Agreement must be at least the amount reflected in the table hereunder:

Cross Border Allowance: Period: From date of promulgation until 28 February 2017	Cross Border Allowance: Period: 1 March 2017 to 28 February 2018	Cross Border Allowance: Period: 1 March 2018 to 28 February 2019
(a) R42.03 for each period of absence outside the borders of the Republic of South Africa (b) R25.99 for each of the three daily meal intervals during such absence	(a) R46.94 for each period of absence outside the borders of the Republic of South Africa. (b) R29.02 for each of the three daily meal intervals during such absence.	(a) R52.22 for each period of absence outside the borders of the Republic of South Africa. (b) R32.26 for each of the three daily meal intervals during such absence.
Subsistence Allowance: Period: From date of	Subsistence Allowance: Period: 1 March 2017 to	Subsistence Allowance: Period: 1 March 2018 to 28

promulgation until 28 February 2017	28 February 2018	February 2019
(a) R30.59 for each period of absence within the borders of the Republic of South Africa. (b) R26.47 for each of the three daily meal intervals during such absence.	(a) R33.11. for each period of absence within the borders of the Republic of South Africa. (b) R28.63 for each of the three daily meal intervals during such absence.	(a) R36.19 for each period of absence within the borders of the Republic of South Africa. (b) R31.27 for each of the three daily meal intervals during such absence.

12. Substitute the following for the existing wording in item 6: Dangerous Goods Limitation of Hours Allowance:

"6. The allowance must be paid to Dangerous Goods Drivers in terms of clause 60 of the Main Collective Agreement is

- (a) R76.65 if the client restricts the driver's hours of work to 12 hours or less. This amount to be increases as follows:
- Year 1: (Period ending 28 February 2017)
R83.54
- Year 2: (Period ending 28 February 2018)
R90.64
- Year 3: (Period ending 28 February 2019)
R98.34
- (b) R49.28 if the client restricts the driver's hours of work to 13 hours or less, but not less than 12. This amount to be increases as follows:
- Year 1: (Period ending 28 February 2017)
R53.71
- Year 2: (Period ending 28 February 2018)
R58.27
- Year 3: (Period ending 28 February 2019)
R63.22
- (c) R27.38 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:
- Year 1: (Period ending 28 February 2017)
R29.85
- Year 2: (Period ending 28 February 2018)
R32.38
- Year 3: (Period ending 28 February 2019)
R35.13"

13. Insert a new item 7: Dual Driver Subsistence:

“7. Dual Driver Subsistence

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

Year 1: (Period 28 February 2017)

R190.00 per day (3 meal allowances of R23.48 each and base portion of R120.00 per shift).

Year 2: (Period 28 February 2018)

R204.00 per day (3 meal allowances of R25.83 each and base portion of R126.51 per shift).

Year 3: (Period 28 February 2019)

R218.00 per day (3 meal allowances of R27.89 each and base portion of R134.33 per shift).”

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

14. Insert a new item 8 under schedule 5: Abnormal Loads in excess of 150 000 kg grading:

“8. Abnormal loads in excess of 150 000 kg grading

- (1) The parties will appoint and brief an independent company other than PE Corporate Services within 30 days after the signing of this agreement, in order to review the grading outcome of the driver category which relates to operating vehicles with a gross vehicle mass of 150 000 kg or more. This process must be concluded prior to 1 March 2016.
- (2) The appointed company's grading outcome will be accepted by the parties.
- (3) Should the aforementioned outcome confirm PE Corporate's grading outcome of B5, this will become effective upon implementation of this Agreement.
- (4) Should the appointed company's review conclude that the applicable driver positions should be at a higher grade than found by PE Corporate the parties will:
 - (a) Implement the higher grade upon implementation of this agreement.
 - (b) The minimum of this new grade will be set at the 25th percentile minimum reflected in the applicable range.”

15. Insert a new Item 9 under schedule 5: Petroleum Driver Grading:

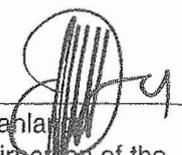
The parties will appoint and brief an independent service provider within 30 days after this Agreement becoming effective in terms of the NBCRFLI Constitution, clause 20.4, to grade the Petroleum Driver job and must be completed by no later than the expiry of this Agreement.

16. Insert a new Schedule 7: Extended Bargaining Unit Employees:

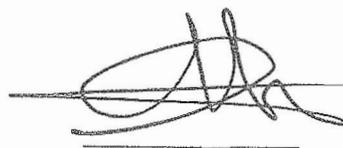
"SCHEDULE 7: EXTENDED BARGAINING UNIT EMPLOYEES

Class	Grade	Class	Grade
Receptionist	B1	Assistant / Junior Controller...	B3/4
Chemical Cleaners	B1		
Administration/Clerk Grade 1	B1		
Storage Co-ordinators / Administrator.....	B2	Personal Assistant.....	B4
Data Capturer.....	B2	H/R Clerk / Administrator.....	B4
Administrator / Clerk Grade II.....	B2	Operations Administrator.....	B4
		Fleet/Transport Administrator.	B4
		IT Administrator / Help Desk...	B4
		Team Leaders Generic, supervising B3 and lower positions	B4
		Administrator/Clerk Grade 4...	B4
Debrief / DC / POD Clerk.....	B3	Branch Administrator	C1
Financial Clerk / Administrators, including Debtors, Creditors, General Ledger and Cashbook Clerks.....	B3	Driver Trainer	C1
Payroll Clerk/Administrator	B3		
Planning Clerk/Workshop/Technical Administrator.....	B3		
Administrator: Tracking.....	B3		
Warehouse Clerk/Administrator.....	B3		
Administrator/Clerk Grade III.....	B3		

Signed at Johannesburg for and on behalf of the parties to the Council on this 10th day of December 2015.


Z Mahla
Chairperson of the
Council


F Meier
Deputy-Chairperson of
the Council


M Ndlovu
National Secretary
of the Council

DEPARTMENT OF LABOUR

NO. R. 330

17 MARCH 2016

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND
LOGISTICS INDUSTRY: EXTENSION TO NON-PARTIES OF THE
EXEMPTIONS AND DISPUTE RESOLUTION COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(5) and section 32(8) 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 the date of publication of this Notice and for the period ending on 30 September 2016.


MINISTER OF LABOUR
19/03/2016

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI
 KWABAQASHI NABASEBENZI EMBONINI YOKUHLELWA
 KOKUTHUTHWA KANYE NOKUTHUTHWA KWEZIMPAHLA
 EMGWAQWENI: UKWELULWA KWESIVUMELWANO SABAQASHI
 NABASEBENZI SOKUXOLELWA KWALABO ABANGAPHUMELELI
 UKUKHOKHA IZIMALI EZINQUNYIWE KANYE NOKUXAZULULWA
 KWEZIMPIKISWANO SELULELWA KULABO ABANGEYONA INGXENYE
 YASO.**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi, 1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa, **Emkhandlwini Kazwelonke Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yokuhlelwa kokuthuthwa kanye Nokuthuthwa Kwezimpahla Emgwaqweni** futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni. kusukela ngomSombuluko wesibili emva kokukhishwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuMandulo 2016.


UNGGONGQOSHE WEZABASEBENZI

15/03/2016

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS
INDUSTRY****EXEMPTIONS AND DISPUTE RESOLUTION 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)

(referred to in this Agreement as the "employers" or the "employers' organisations") on the 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 in terms of Clause 6.14 of the NBCRFLI Constitution)

(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 and Logistics Industry.

1. SCOPE OF APPLICATION

(1) The whole of the Republic of South Africa.

- (2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply:
- (a) to employees for whom minimum wages are prescribed in the Main Collective Agreement, as renewed and amended from time to time and to the employers of such employees ; and
 - (b) to employees as provided for in Council's Certificate of Registration.
- (3) The terms of this Agreement shall be observed in the Road Freight and Logistics Industry –
- (a) by all employers who are members of the employers' associations and their employees; and
 - (b) by all employees who are members of the party trade unions and their employers; and
 - (c) all non-party employers and employees, subject to this Agreement being extended to non-parties by the Minister of Labour.

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 2019.

3. DEFINITIONS

Unless the contrary intention appears, any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act; any reference to the singular shall include the plural and visa versa; any reference to any gender shall include the other gender, and further unless inconsistent with the context:

“Act” means the Labour Relations Act, 1995;

“Council” means the National Bargaining Council for the Road Freight and Logistics Industry (NBCRFLI); and any functions to be performed by the Council in terms of this Agreement may be performed by the Council's National Secretary or any other employee of the Council to which the Council or National Secretary has delegated such

function in writing;

“Law” includes the common law.

4. EXEMPTIONS

- (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. 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.
- (2) 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 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.

- (4) 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.
- (5) 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.
- (6) 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 4(5) with the necessary charges to its context will apply.
- (7) The Exemptions Committee of Council shall appoint not more than four persons who shall be entitled to attend all meetings of the Exemptions Body and Independent Body at which applications for exemptions, or appeals 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 Bodies on any of the applications.
- (8) 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 Exemption Certificates;
 - (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.
- (9) (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 (8) 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 and 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 (8) above.
- (10) If the application is granted, the Exemptions Body or Independent Body shall issue an exemption 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 is granted;

- (d) the period for which the exemption shall operate;
 - (e) the date of issue;
 - (f) the condition(s) of the exemption granted.
- (11) 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.
- (12) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

5. RESOLUTION OF DISPUTES

- (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 of the Council's Collective Agreements and includes a breach or breaches or alleged breach or 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/designated agent 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 sub 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 –

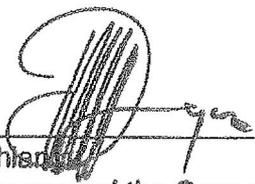
- (i) the conciliator shall issue a certificate as envisaged in Section 135(5) of the Act stating whether or not the dispute has been resolved;
 - (ii) the conciliator shall serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; 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.

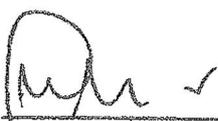
(3) General

- (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.

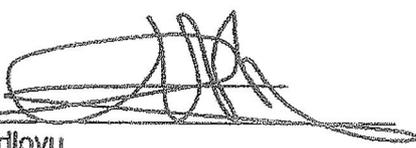
Signed at Johannesburg, for and on behalf of the parties to the Council, this 10th day of December 2015.



Z Mahlan
Chairperson of the Council



P Meier
Deputy Chairperson of the Council



M Ndlovu
National Secretary of the Council

WARNING!!!

To all suppliers and potential suppliers of goods to the Government Printing Works

The Government Printing Works would like to warn members of the public against an organised syndicate(s) scamming unsuspecting members of the public and claiming to act on behalf of the Government Printing Works.

One of the ways in which the syndicate operates is by requesting quotations for various goods and services on a quotation form with the logo of the Government Printing Works. Once the official order is placed the syndicate requesting upfront payment before delivery will take place. Once the upfront payment is done the syndicate do not deliver the goods and service provider then expect payment from Government Printing Works.

Government Printing Works condemns such illegal activities and encourages service providers to confirm the legitimacy of purchase orders with GPW SCM, prior to processing and delivery of goods.

To confirm the legitimacy of purchase orders, please contact:

Renny Chetty (012) 748-6375 (Renny.Chetty@gpw.gov.za),

Anna-Marie du Toit (012) 748-6292 (Anna-Marie.DuToit@gpw.gov.za) and

Siraj Rizvi (012) 748-6380 (Siraj.Rizvi@gpw.gov.za)

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