



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 693

23

March
Maart

2023

No. 48279

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845



9 771682 584003

4 8 2 7 9



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

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

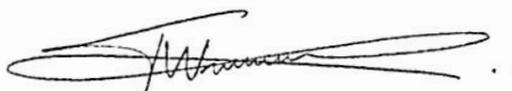
Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
GENERAL NOTICES • ALGEMENE KENNISGEWINGS			
Employment and Labour, Department of / Indiensneming en Arbeid, Departement van			
1692	Labour Relations Act, 1995: National Bargaining Council for the Road Freight and Logistics Industry: Extension to non-parties of the Main Collective Amending Agreement	48279	3

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR**GENERAL NOTICE 1692 OF 2023****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, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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, effective from 1 April 2023 until **29 February 2024**.

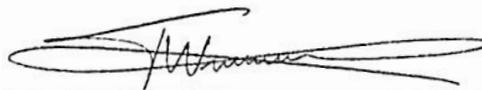


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 13/03/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXE NYE YASO

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi nezabasebenzi lapha ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi**National Bargaining Council For The Road Freight and Logistics Industry**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni kusukela mhlaka 1 kuApril 2023 kuze kube isikhathi esiphela mhlaka **29 kuNhlolanja 2024**.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 13/03/2023

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)
CONSOLIDATED EMPLOYERS ASSOCIATION (CEO)

(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)

(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 hereby agree to amend the Main Collective Agreement published under
Government Notice No. R.726 of 28 May 2016, as amended and extended by Government
Notices No. R.422 of 12 May 2017, R.426 of 15 March 2019, R.1364 of 25 October 2019,
Government Notice No. 410 of 9 July 2021, Government Notice No. 549 of 14 September
2021, Government Notice No. 831 of 11 February 2022, Government Notice No. 1454 of 25
November 2022.

PART 1: APPLICATION AND DURATION OF AGREEMENT

1. 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 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 subparagraph (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.

2. Duration of Agreement

- (1) This Agreement is binding to employers and employees of the industry effective from 1 April 2023.
- (2) This Agreement shall become binding on non-party employers and employees once it is extended by the Minister of Employment and Labour in terms of section 32 of the Act from 1 April 2023 until 29 February 2024.

Add new job category code under 1(c) as follows:

- (iii) TABLE TWO A (YEAR TWO): GENERAL FREIGHT AND FURNITURE REMOVAL SECTORS MINIMUM WAGES AND WAGE INCREASES: From 1 April 2023 until 29 February 2024.

Category Code	Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	Grade	Patterson Grade	Adjusted Minimum Wage per week from 1 April 2023 for employers and employees of the industry ending 31 August 2023	Adjusted Minimum Wage per week on 1 September 2023 until 29 February 2024
53	Petroleum Tanker Driver	6	C1	R3 355.28	R3 388.83

- (a) The minimum wage for the Petroleum Tanker Driver Position is R3 322.06, effective from 1 April 2023 and this minimum wage will increase by 1% on 1 April 2023 to R3 355.28.
- (b) On 1 September 2023, a further 1% increase on actual wage shall be awarded to employees, mentioned in grade 6 above, who are earning the minimum wage of R3 355.28."

SCHEDULE 2: DEFINITIONS

2. Job categories

Add a new Petroleum tanker driver definition as follows:

"**Petroleum tanker driver**" means a driver who is engaged in the following duties:

- Drive an extra heavy-duty vehicle (truck pulling tanker) containing dangerous/ high risk load (Petro-Chemical and Gas), delivering them to customers.
- Participate in pre-trip briefing and post-trip debriefing sessions and complete pre-trip vehicle inspection checklist.
- Receive and implement load instructions and requirements.
- May be required to utilise the loading and offloading equipment at the gantry.
- May also be required to plan delivery trips and choose best routes prior to starting trip.
- Ensure relevant documentation to and from the client is correct.

- (g) Adhere to and implement safety procedures and processes of the employer and customer.
- (h) Ensure high levels of customer care and service at all times.
- (i) Exercise caution to ensure no contamination of product at the customer.
- (j) Attend regular refresher courses with regards to handling dangerous goods and other necessary requirements of the role.

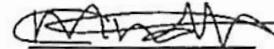
Signed at Johannesburg, for and on behalf of the parties to the Council, this 08 day of February 2023.



PRW Meier
Chairperson of the Council



J Mazibuko
Deputy Chairperson of the
Council



CM Ndlovu
National Secretary of
the Council

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065