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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 186

1 March 2001

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF A-COLLECTIVE RE-ENACTING AND AMENDING AGREEMENTS TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 1 March 2001 and for the period ending 28 February 2002.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

A-COLLECTIVE AGREEMENT

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

South African Transport and Allied 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.

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 Districts of Boksburg and Brakpan which, prior to the publication of Government Notices No. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notice Nos. R. 498 and R. 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R. 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits, which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. R. 1105 of 26 July 1963 and R. 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. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Meadowns 1, Holfontein 17, Leeuwpan 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 for 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), 1A and 3 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.

1A. 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 2002.

2. SPECIAL PROVISIONS

The provisions of clauses 8 (6) (b), 19, 20.25 (1), 27 and 34 (4) to 38 of the Agreement published under Government Notice No. R. 922 of 24 July 1998, as amended, extended and re-enacted by Government Notices Nos. R. 1691 of 24 December 1998, R. 211 of 19 February 1999, R. 284 of 12 March 1999, R. 320 of 19 March 1999, R. 575 of 7 May 1999, R. 1316 of 12 November 1999, R. 144 of 18 February 2000, R. 294 of 31 March 2000, R. 410 of 20 April 2000, R. 554 of 9 June 2000 and R. 1029 of 27 October 2000 (hereinafter referred to as the "Former Agreement") as further extended, amended and re-enactment from time to time, shall apply to employers and employees.

3. GENERAL PROVISIONS

The provisions of clauses 3 to 8 (6) (a), 8 (6) (c) to 18.21 to 24, 25 (2) to 26, 28 to 34 (3), 35 to 37 and 39 to 40 of the Former Agreement (as further extended, amended and re-enacted from time to time), shall apply to employers and employees.

A—AGREEMENT

4. CLAUSE 4: WAGES

(1) Substitute the following for subclause (1) (a) and (b):

"(1) For the period until 28 February 2002, the minimum rate at which wages in respect of ordinary working hours shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

(a) **Weekly wages:**

Grade	Class	Wage
1A.	Truck assistant	R255,00
1B.	General worker, packer/loader	R314,00
2.	Security guard (45 hours), motor cycle/motor tricycle driver, light motor vehicle driver, repair shop assistant, checker, gantry crane operator, Grade II, mobile hoist operator, Grade II, team leader	R380,00
3.	Medium motor vehicle driver, gantry crane operator, Grade I, loader operator, Grade II, mobile hoist operator, Grade I, storeman (workshop)	R454,00
4.	Heavy Motor Vehicle driver, extra-heavy motor vehicle driver, despatch clerk, storeman (warehouse), loader operator, Grade I	R503,00
5.	Ultra-heavy motor vehicle driver	R576,00
6.	Security officer, Grade C	R767,80
	Security officer, Grade B	R851,40
	Security officer, Grade A	R851,40

- (b) **Across-the-board increase:** Employees who prior to 1 March 2001 were in receipt of a wage equal to or higher than that prescribed for their class in Government Notice No. R. 410 of 20 April 2000, shall be awarded wage increases specified as follows:

Grade	Class	Across-the-board increase p.w.	Across-the-board increase p.w. Sugar Cane Sector
1A.	Truck assistant	R25,00	R 7,50
1B.	General worker, packer/loader	R27,00	R 8,10
2.	Security guard (45 hours), motor cycle/motor tricycle driver light motor vehicle driver, repair shop assistant, checker, gantry crane operator, Grade II, mobile hoist operator, Grade II, team leader	R33,00	R 9,90
3.	Medium motor vehicle driver, gantry crane operator, Grade I, loader operator, Grade II, mobile hoist operator, Grade I, storeman (workshop).....	R34,00	R10,20
4.	Heavy motor vehicle driver, extra-heavy motor vehicle driver, despatch clerk, storeman (warehouse), loader operator, Grade I	R40,00	R12,00
5.	Ultra-heavy motor vehicle driver	R44,00	R13,20
6.	Security officer, Grade C	R55,00	—
	Security officer, Grade B	R63,00	—
	Security officer, Grade A	R53,00	—

If an employee, after being awarded the across-the-board increase, receives a wage less than the minimum prescribed for his grade, his wage shall be adjusted to the grade minimum.”.

5. CLAUSE 5: PAYMENT FOR OVERTIME

- (1) In subclause (1), paragraph (b) and (c), substitute the figure “6” for “11” where it appears after the expression “in excess of”.

6. CLAUSE 10: HOURS OF WORK AND OVERTIME

- (1) Substitute the following for subclause (1) (b) (iii):

“(iii) in the case of a casual employee, nine hours on any one day and in the case of a security guard, not more than nine hours on any one day or 45 hours per week.”.

7. CLAUSE 14: HOLIDAY PAY BONUS FUND

- (1) Substitute the following for the contribution table in subclause (1) (a):

Grade	Class	Contribution
1A.	Truck assistant	R 53,00
1B.	General worker, packer/loader	R 65,30
2.	Security guard (45 hours), motor cycle/motor tricycle driver, light motor vehicle driver, repair shop assistant, checker, gantry crane operator, Grade II, mobile hoist operator, Grade II, team leader	R 79,00
3.	Medium motor vehicle driver, gantry crane operator, Grade I, loader operator, Grade II, mobile hoist operator, Grade I, storeman (workshop)	R 94,40
4.	Heavy motor vehicle driver, extra-heavy motor vehicle driver, despatch clerk, storeman (warehouse), loader operator, Grade I	R104,60
5.	Ultra-heavy motor vehicle driver	R119,80

Grade	Class	Contribution
6.	Security officer, Grade C.....	R159,70
	Security officer, Grade B.....	R177,10
	Security officer, Grade A.....	R177,10".

Signed at Johannesburg, for and on behalf of the parties to the Council, this 18th day of December 2000.

N. J. BADENHORST

for **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. 205

1 March 2001

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF B-COLLECTIVE RE-ENACTING AND 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 Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 1 March 2001 and for the period ending 28 February 2002.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

B-COLLECTIVE AGREEMENT

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

South African Transport and Allied 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

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 Republic of South Africa, excluding the following Magisterial Districts: Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts 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 1996 and 1 July 1972 (Government Notices Nos. 498 and 871 of 1 April 1996 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 of 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 for whom minimum wages are prescribed on 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), 1A 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.

1A. 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 2002.

2. SPECIAL PROVISIONS

The provisions of clauses 24 (1), 25, 29, 30 (4), 35 and 37 of the Agreement published under Government Notice No. R. 920 of 24 July 1998, as amended extended and re-enacted by Government Notices Nos. R. 1689 of 24 December 1998, R. 209 of 19 February 1999, R. 286 of 12 March 1999, R. 319 of 19 March 1999, R. 574 of 7 May 1999, R. 1315 of 12 November 1999, R. 145 of 18 February 2000, R. 295 of 31 March 2000, R. 409 of 20 April 2000, R. 553 of 9 June 2000 and R. 1026 of 27 October 2000 (hereinafter referred to as the "Former Agreement"), as further re-enacted, extended and amended from time to time, shall apply to employers and employees.

3. GENERAL PROVISIONS

The provisions contained in clauses 3 to 23, 24 (2) and (3), 26 to 28, 30 (1) to 30 (3), 31 to 34, 36 and 38 to 40 of the Former Agreement (as further extended, amended and re-enacted from time to time), shall apply to employers and employees.

B-AGREEMENT

4. CLAUSE 4: WAGES

(1) Substitute the following for subclause (1):

"(1) **Minimum wages:**

- (a) For the period at least until 28 February 2002 the minimum wages that an employer shall pay to his employees shall be as prescribed in paragraphs (b), (c) and (d) hereunder:

Grade	Class	Areas
		Albany, Balfour, Bellville, Bethal, Bethlehem, Bloemfontein, Boksburg, Brakpan, Brits, Bronkhorstspuit, Camperdown, Chatsworth, Cullinan, Durban, East London, Ermelo, George, Gordonia, Goodwood, Harrismith, Heidelberg (Gauteng), Hennenman, Highveld Ridge, Inanda, Kimberley, Klerksdorp, Kempton Park, Klip River, Knysna, Kroonstad, Kuils River, Lichtenburg, Lower Umfolozi, Malmesbury, Middelburg (Mpumalanga), Moorreesburg, Mossel Bay, Nelspruit, Newcastle, Nigel, Oberholzer, Odendaalsrus, Oudtshoorn, Paarl, Parys, Pietermaritzburg, Pietersburg, Pinetown, Port Elizabeth, Port Shepstone, Potchefstroom, Potgietersrus, Pretoria, Randburg, Rustenburg, Sasolburg, Simonstown, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage, Umzinto, Virginia, Vryburg, Wellington, Welkom, Wesselsbron, Witbank, White River, Wonderboom, Worcester, Wynberg and all other magisterial districts not specified, including those areas which formed part of the former Republic of Bophuthatswana, Republic of Venda, Republic of Transkei, Republic of Ciskei and the former self-governing territories of KwaZulu, Qwaqwa, Lebowa, Gazankulu, KaNgwane and KwaNdebele
		Weekly wage
1A.	Truck assistant	R255,00
1B.	General worker, packer/loader	R314,00
2.	Security guard (45 hours), motor cycle/motor tricycle driver, light motor vehicle driver, repair shop assistant, checker, gantry crane operator, Grade II, mobile hoist operator, Grade II, team leader	R380,00
3.	Medium motor vehicle driver, gantry crane operator, Grade I, loader operator, Grade II, mobile hoist operator, Grade I, storeman (workshop)	R454,00
4.	Heavy motor vehicle driver, extra-heavy motor vehicle driver, despatch clerk, storeman (warehouse) loader operator, Grade I	R503,00
5.	Ultra-heavy motor vehicle driver	R576,00
6.	Security officer, Grade A	R851,40
	Security Officer, Grade B	R851,40
	Security Officer, Grade C	R767,80"

(2) Substitute the following for subclause (6):

(6) **Across-the-board increase:** Employees who prior to the 1 March 2001 were in receipt of a wage equal to or higher than the minimum prescribed for their class in Government Notice No. R. 400 of 20 April 2000 shall be awarded wage increases as specified in Table B:

ACROSS-THE-BOARD INCREASE—TABLE B

Grade	Per week	Sugar Cane Sector
1A.....	R25,00	R7,50
1B.....	R27,00	R8,10
2.....	R33,00	R9,90
3.....	R34,00	R10,20
4.....	R40,00	R12,00
5.....	R44,00	R13,20
6C.....	R55,00	—
6B.....	R63,00	—
6A.....	R53,00	—

If an employee, after being awarded the across-the-board increase, receives a wage less than the minimum prescribed for his grade, his wage shall be adjusted to the grade minimum.”.

5. CLAUSE 6: ORDINARY HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

- (1) Substitute the following for the proviso to subclause (1) (a):

“Provided that if such employee performs the duties of a security guard he may, in the case of subparagraph (i) work not more than nine ordinary hours and, in the case of subparagraph (ii), not more than nine ordinary hours on any day;”.

- (2) Substitute the following for subclause (1) (b):

“(b) A security guard—

(i) 45 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), in the case of an employee who normally works on—

(aa) not more than five days in a week, nine on any day;

(bb) more than five days in a week, nine on any day.”.

- (3) Substitute the following for subclause (6) (a) (i) to (6) (a) (iii):

“(i) In the case of a casual employee, one and a third times his hourly wage in respect of the total period so worked by such employee on any day: Provided that all overtime in excess of six hours in any three-day period shall be paid for at one and a half times his hourly wage in respect of the total period so worked by such employee in any three-day period;

(ii) in the case of any other employee, one and a third times his hourly wage in respect of the total period so worked by such employee in any week: Provided that all overtime in excess of six hours in any week shall be paid for at one and a half times his hourly wage in respect of the total period so worked by such employee in any week;

(iii) in the case of an employee of a temporary employment service who works overtime while employed in two or more job categories during a pay week, one and one third his hourly wage in respect of the total hours so worked in each category: Provided that all overtime in excess of six hours in any week shall be paid for at one and a half times his hourly wage in respect of the hours so worked in each category.”.

6. CLAUSE 31: HOLIDAY PAY BONUS FUND

- (1) Substitute the following for the contribution table in subclause (1) (a) (i):

Grade	Contribution
1A.....	R 53,00
1B.....	R 65,30
2.....	R 79,00
3.....	R 94,40
4.....	R104,50
5.....	R119,80

Grade	Contribution
6C.....	R159,70
6B.....	R177,10
6A.....	R177,10".

Signed at Johannesburg, for and on behalf of the parties to the Council, this 18th day of December 2000

N. J. BADENHORST
for **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. 206

1 March 2001

LABOUR RELATIONS ACT, 1995

**ROAD FREIGHT INDUSTRY: EXTENSION OF PROVIDENT FUND
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 Agreement, shall be binding on the other employers and employees in that Industry, with effect from 1 March 2001, and for the period ending 28 February 2002.

M. M. S. Mdladlana
Minister of Labour

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

COLLECTIVE PROVIDENT FUND 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 Worker's Union (South Africa)

South African Transport Workers Union

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers Union

and the

Transport and Allied Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the National Bargaining Council for the Road Freight Industry.

1. SCOPE OF APPLICATION

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

- (a) by all employers who are members of the employer's organisation 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 Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. 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 and 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. 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, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.
- (c) In the Republic of South Africa, excluding the magisterial districts detailed in subclause (1) (b) above.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to the employees for whom minimum wages are prescribed in the Main Agreement and to the employers of such employees.
- (3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—
- an owner who drives his own vehicle and the employees employed in connection with such a vehicle;
 - an employer who operates one vehicle with one driver and the employees employed by such employer;
 - an employer whose establishment falls within the magisterial districts detailed in subclause (1) (b) above and who, at the time of publication of Government Notice No. R. 3146 of 20 December 1991, has an existing pension or provident fund registered with the Registrar of Pension Funds, covering employees for whom minimum wages are prescribed in the Main Agreement, and the employees of such an employer;
 - an employer whose establishment falls within the magisterial districts detailed in subclause (1) (b) above, who prior to the publication of Government Notice No. R. 3146 of 20 December 1991, did not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Main Agreement, but who, before 1 January 1991, commenced negotiations for the establishment of a pension or provident fund for employees covered by the Main Agreement.
 - an employer whose establishment falls within the magisterial districts detailed in subclause (1) (c) above and who, at the time of publication of Government Notice No. R. 450 of 16 April 1999, had an existing pension or provident fund registered within the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Main Agreement, and the employees of such an employer;
 - an employer whose establishment falls within the magisterial districts detailed in subclause (1) (c) above and who, prior to the publication of Government Notice No. R. 450 of 16 April 1999, did not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Main Agreement, but who, before 1 March 1999, commenced negotiations for the establishment of a pension or provident fund for employees covered by the Main Agreement.
- (4) The provisions of clause 1 (1) (a), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation of trade unions that entered into this Agreement.
- (5) The exclusions contained in subclause (3) above shall not apply in respect of subclause 7 (8).

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 2002.

3. SPECIAL PROVISIONS

The provisions of clause 12 of the Agreement published under Government Notice No. R. 921 of 24 July 1998, as amended, extended and re-enacted by Government Notices Nos. R. 210 of 19 February 1999, R. 317 of 19 March 1999, R. 450 of 16 April 1999, R. 1009 of 27 August 1999, R. 122 of 11 February 2000, R. 143 of 18 February 2000, R. 299 of 31 March 2000, R. 408 of 20 April 2000, R. 641 of 30 June 2000 and R. 1031 of 27 October 2000, (hereinafter referred to as the "Former Agreement") as further re-enacted, extended and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions of clauses 3 to 11 and 13 to 20 of the Former Agreement (as further extended, amended and re-enacted from time to time), shall apply to employers and employees.

PROVIDENT FUND**5. CLAUSE 3: DEFINITIONS**

(1) Delete the definition of "casual employee".

(2) Insert the following new definition of "relief worker" before "Road Freight Industry" or "Industry":

"**relief employee**" means an employee, other than the employee of a temporary employment service, who is employed by the same employer on not more than 16 days per month and not more than 144 days in a 12 month period. Any reference to a casual employee in this Agreement shall be deemed to be a reference to a "relief worker".

(3) Insert the following new definition of "part-time employee" after "member":

"**part time employee**" means an employee employed on a permanent basis, but who is only required to work a fixed and limited number of hours and/or days per week or per month, not exceeding 30 hours per week or 90 hours per month.

6. CLAUSE 7: CONTRIBUTIONS

(1) Substitute the following for subclause (1) (d):

"(d) in lieu of the contributions due in terms of subclause (1) (a), (b) and (c), a temporary employment service who employs an employee on a fixed term contract of a duration of less than two months, or the employer of a part-time worker, in addition to the normal wage due to an employee in respect of hours worked in each job category, shall pay an employee an allowance equal to the percentage specified in column B of Annexure A of the employee's normal wage for every hour worked in that job category."

Signed at Johannesburg, for and on behalf of the parties to Council on this 18th day of December 2000.

N. J. BADENHORST

vir **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. 186

1 Maart 2001

WET OP ARBEIDSVERHOUDINGE, 1995**PADVRAGNYWERHEID: UITBREIDING VAN A-KOLLEKTIEWE HERBEKRAKTIGINGS-
EN 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 Ooreenkoms wat in die Bylae by die Engelse teks hiervan verskyn en wat in die Nasionale Bedingingsraad in die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 1 Maart 2001, en vir die tydperk wat op 28 Februarie 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE**NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID****A-KOLLEKTIEWE 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

South African Transport and Allied Workers' Union

en

Transport and Allied Workers' Union

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

wat die partye is by die Nasionale Bedingingsraad vir die Padvragnywerheid.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Padvagnywerheid 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 Goewermenskennisgewing No. R. 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 (Goewermenskennisgewings Nos. R. 498 en R. 871 van 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 (Goewermenskennisgewings Nos. R. 556 en R. 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 (Goewermenskennisgewings Nos. R. 1105 van 26 Julie 1963 en R. 872 van 26 Mei 1972), binne die landdrosdistrik Krugersdorp geval het], Oberholzer (uitgesonderd die gedeelte van die landdrosdistrik Oberholzer wat voor die publikasie van Goewermenskennisgewing No. R. 1745 van 1 September 1978, binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermenskennisgewing No. R. 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van gedeeltes van die landdrosdistrik Koster wat voor die publikasie van Goewermenskennisgewing No. R. 1105 van 26 Julie 1963, binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpaa 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 werkgewer wat een vragmotor met een drywer bedryf, en die werknemers in diens van sodanige werkgewer.

(4) Die bepalinge van klousule 1 (1) (a) 1A en 3 van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede is van die werkgewersorganisasie en die vakbonde wat die Ooreenkoms aangegaan het nie.

1A. 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 2002.

2. SPESIALE BEPALINGS

Die bepalinge van klousules 8 (6) (b), 19, 20, 25 (1), 27 en 34 (4) tot 38 van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 922 van 24 Julie 1998, soos gewysig, verleng en herbekragtig by Goewermenskennisgewings Nos. R. 1691 van 24 Desember 1998, R. 211 van 19 Februarie 1999, R. 284 van 12 Maart 1999, R. 320 van 19 Maart 1999, R. 575 van 7 Mei 1999, R. 1316 van 12 November 1999, R. 144 van 18 Februarie 2000, R. 294 van 31 Maart 2000, R. 410 van 20 April 2000, R. 554 van 9 Junie 2000 en R. 1029 van 27 Oktober 2000 (hierna genoem die "Vorige Ooreenkoms") soos verder herbekragtig, verleng en gewysig van tyd tot tyd, is van toepassing op werkgewers en werknemers.

3. ALGEMENE BEPALINGS

Die bepalinge van klousules 3 tot 8 (6) (a), 8 (6) (c) tot 18.21 tot 24, 25 (2) tot 26, 28 tot 34 (3), 35 tot 37 en 39 tot 40 van die Vorige Ooreenkoms (soos verder verleng, gewysig en herbekragtig van tyd tot tyd) is van toepassing op werkgewers en werknemers.

A—OOREENKOMS**4. KLOUSULE 4: LONE**

(1) Vervang subklousule (1) (a) en (b) deur die volgende:

"(1) Vir die tydperk tot minstens 28 Februarie 2002 moet 'n werkgewer ten opsigte van gewone werkure die volgende minimum loon aan elke lid van ondergenoemde klasse van sy werknemers betaal:

(a) **Weekloon:**

Graad\	Klas	Loon
1A.	Vragmotor-assistent	R255,00
1B.	Algemene werker, verpakker/laaier	R314,00
2.	Sekuriteitswag (45 uur), motorfiets-/motordriewieldrywer, drywer van 'n ligte motorvoertuig, herstelwinkelassistent, nasiener, bediener van 'n bokkraan graad II, bediener van 'n mobiele hystoestel graad II, spanleier	R380,00

Graad	Klas	Loon
3.	Drywer van 'n medium motorvoertuig, bediener van 'n bakkraan graad I, bediener van 'n laaigraaf II, bediener van 'n mobiele hystoestel of 'n vurkhyswa graad I, magasynman (werkwinkel)	R454,00
4.	Drywer van 'n swaar motorvoertuig, drywer van 'n ekstra swaar motorvoertuig, versendingsklerk, magasynman (pakhuis), bediener van 'n laaigraaf graad I .	R503,00
5.	Drywer van 'n ultraswaar motorvoertuig	R576,00
6.	Veiligheidsbeampte graad C	R767,80
	Veiligheidsbeampte graad B	R851,40
	Veiligheidsbeampte graad A	R851,40

- (b) **Algemene verhoging (deur die bank):** Werknemers wat voor 1 Maart 2001 'n loon ontvang het wat gelykstaande is met of hoër is as dit wat vir hulle klas voorgeskryf is ingevolge Goewermentskennisgewing No. R. 410 van 20 April 2000 moet die loonverhogings ontvang wat soos volg gespesifiseer word:

Graad	Klas	Algemene Verhoging p.w.	Algemene verhoging p.w. Suikervervoer-sektor
1A.	Vragmotor-assistent	R25,00	R 7,50
1B.	Algemene werker, verpakker/laaier	R27,00	R 8,10
2.	Sekuriteitswag (45 uur) motor-/motordriewieldrywer, drywer van 'n ligte motorvoertuig, herstelwinkelassistent, nasiener, bediener van 'n bakkraan graad II, bediener van 'n mobiele hystoestel graad II, spanleier	R33,00	R 9,90
3.	Drywer van 'n medium motorvoertuig, bediener van 'n bakkraan graad I, bediener van 'n laaigraaf graad II, bediener van 'n mobiele hystoestel of 'n vurkhyswa graad I, magasynman (werkwinkel)	R34,00	R10,20
4.	Drywer van 'n swaar motorvoertuig, drywer van 'n ekstra swaar motorvoertuig, versendingsklerk, magasynman (pakhuis), bediener van 'n laaigraaf graad I	R40,00	R12,00
5.	Drywer van 'n ultraswaar motorvoertuig	R44,00	R13,20
6.	Veiligheidsbeampte graad C	R55,00	—
	Veiligheidsbeampte graad B	R63,00	—
	Veiligheidsbeampte graad A	R53,00	—

Indien 'n werknemer, nadat die algemene verhoging toegeken is, 'n loon ontvang wat minder is as die minimum loon wat vir sy graad voorgeskryf word, moet sy loon by die graadminimum aangepas word.”.

5. KLOUSULE 5: BETALING VIR OORTYDWERK

- (1) In subklousule (1), paragrawe (b) en (c) vervang die syfer “6” deur “11” oral waar dit voorkom na die uitdrukking “oortyd van meer as”.

6. KLOUSULE 10: WERKURE EN OORTYDURE

- (1) Vervang subklousule (1) (b) (iii) deur die volgende:

“(iii) in die geval van los werknemer, nege uur op enige bepaalde dag en in die geval van 'n sekuriteitswag hoogstens nege uur op enige dag of 45 uur per week.”.

7. KLOUSULE 14: VAKANSIESOLDYBONUSFONDS

- (1) Vervang die bydraetabel in subklousule (1) (a) deur die volgende:

Graad	Klas	Bydrae
1A.	Vragmotor-assistent	R 53,00
1B.	Algemene werker, verpakker/laaier	R 65,30
2.	Sekuriteitswag (45 uur) motorfiets-/motordriewieldrywer, drywer van 'n ligte motorvoertuig, herstelwinkelassistent, nasiener, bediener van 'n bakkraan graad II, bediener van 'n mobiele hystoestel graad II, spanleier	R 79,00
3.	Drywer van 'n medium motorvoertuig, bediener van 'n bakkraan graad I, bediener van 'n laaigraaf graad II, bediener van 'n mobiele hystoestel of 'n vurkhywa graad I, magasynman (werkwinkel)	R 94,40
4.	Drywer van 'n swaar motorvoertuig, drywer van 'n ekstra swaar motorvoertuig, versendingsklerk, magasynman (pakhuis), bediener van 'n laaigraaf graad I	R104,60
5.	Drywer van 'n ultraswaar motorvoertuig	R119,80
6.	Veiligheidsbeampte, graad C	R159,70
	Veiligheidsbeampte, graad B	R177,10
	Veiligheidsbeampte, graad A	R177,10".

Vir en namens die partye by die Raad op hede die 8ste dag van Desember 2000, te Johannesburg onderteken.

N. J. BADENHORST

vir **G. F. VAN NIEKERK**

Voorsitter van die Raad

J. J. DUBE

Ondervoorsitter van die Raad

B. S. E. GRATZ

Sekretaris van die Raad

No. R. 205

1 Maart 2001

WET OP ARBEIDSVERHOUDINGE, 1995

PADVAGNYWERHEID: UITBREIDING VAN B-KOLLEKTIEWE HERBEKRAGTIGINGS- EN 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 Ooreenkoms wat in die Bylae by die Engelse teks hiervan verskyn en wat in die Nasionale Bedingsraad Padvagnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 1 Maart 2001, en vir die tydperk wat op 28 Februarie 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

NASIONALE BEDINGINGSRAAD VIR DIE PADVAGNYWERHEID

B-KOLLEKTIEWE OOREENKOMS

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

Road Freight Employers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" 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

South African Transport and Allied Workers' Union

en

Transport and Allied Workers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant, wat die partye is by die Nasionale Bedingsraad vir die Padvagnywerheid.

1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet in die Padvagnywerheid nagekom word—
- deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is, en wat onderskeidelik in genoemde Nywerheid betrokke en daarin werksaam is;
 - in die Republiek van Suid-Afrika uitgesonderd die volgende landdrostdistrikte: Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrostdistrikte van Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landdrostdistrik Heidelberg geval het, en uitgesonderd die gedeeltes van die landdrostdistrik Brakpan wat voor 1 April 1996 en 1 Julie 1972 (Goewermentskennisgewing Nos. 498 en 871 van onderskeidelik 1 April 1996 en 26 Mei 1972), binne die landdrostdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermentskennisgewing Nos. 556 en 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrostdistrik Pretoria geval het], Krugersdorp [met inbegrip van die gedeeltes wat die landdrostdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennisgewing Nos. 1105 en 872 van onderskeidelik 26 Julie 1963 en 26 Mei 1972), binne die landdrostdistrik Krugersdorp geval het], Oberholzer (uitgesonderd die gedeeltes van die landdrostdistrik Oberholzer wat, voor die publikasie van Goewermentskennisgewing No. 1745 van 1 September 1978, binne die landdrostdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 2152 van 22 November 1974, binne die landdrostdistrik Pretoria geval het), Randfontein (met inbegrip van die gedeelte van die landdrostdistrik Koster wat, voor die publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963 binne die landdrostdistrik 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—
- 'n eienaar wat sy eie voertuig dryf en die werknemers wat in verband met sodanige voertuig in diens is; en
 - 'n werkgewer wat een vragmotor met een drywer bedryf, en die werknemers in diens van sodanige werkgewer.
- (4) Die bepalings van klousules 1 (1) (a) en 1A van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede van onderskeidelik die werkgewersorganisasie en die vakbonde is wat hierdie Ooreenkoms aangegaan het nie.

1A. 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 2002.

2. SPESIALE BEPALINGS

Die bepalings van klousules 24 (1), 25, 29, 30 (4), 35 en 37 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 920 van 24 Julie 1998, soos gewysig, verleng en herbekragtig by Goewermentskennisgewing Nos. R. 1689 van 24 Desember 1998, R. 209 van 19 Februarie 1999, R. 28 12 Maart 1999, R. 319 van 19 Maart 1999, R. 574 van 7 Mei 1999, R. 1315 van 12 November 1999, R. 145 van 18 Februarie 2000, R. 295 van 31 Maart 2000, R. 409 van 20 April 2000, R. 553 van 9 Junie 2000 en R. 1026 van 27 Oktober 2000 (hierna die "Vorige Ooreenkoms" genoem) soos verder herbekragtig, verleng en gewysig van tyd tot tyd, is van toepassing op werkgewers en werknemers.

3. ALGEMENE BEPALINGS

Die bepaling van klousules 3 tot 23, 24 (2) en (3), 24 (2) en (3), 26 tot 28, 30 (1) tot 30 (3), 31 tot 34, 36 en 38 tot 40 van die Vorige ooreenkoms (soos verder verleng, gewysig en herbekragtig van tyd tot tyd) is van toepassing op werkgewers en werknemers.

B-OOREENKOMS**4. KLOUSULE 4: LONE**

- (1) Vervang subklousule (1) deur die volgende:

"(1) **Minimum lone:**

- Vir die tydperk tot minstens 28 Februarie 2002 moet die minimum lone soos uiteengesit in paragrawe (b), (c) en (d) hieronder, deur 'n werkgewer aan sy werknemers betaal word:

Graad	Klas	Areas
		Albany, Balfour, Bellville, Bethal, Bethlehem, Bloemfontein, Boksburg, Brakpan, Brits, Bronkhorstspuit, Camperdown, Chatsworth, Cullinan, Die Kaap, Durban, Oos-Londen, Ermelo, George, Gordonia, Goodwood, Harrismith, Heidelberg (Gauteng), Hennenman, Hoëvelddrif, Inanda, Kimberley, Klerksdorp, Kempton Park, Klip Rivier, Knysna, Kroonstad, Kuilsrivier, Lichtenburg, Laer Umfolozi, Malmesbury, Middelburg (Mpumalanga), Moorreesburg, Mosselbaai, Nelspruit, Newcastle, Nigel, Oberholzer, Odendaalsrus, Oudtshoorn, Paarl, Parys, Pietermaritzburg, Pietersburg, Pinetown, Port Elizabeth, Port Shepstone, Potchefstroom, Potgietersrus, Pretoria, Randburg, Rustenburg, Sasolburg, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Umzinto, Virginia, Vryburg, Wellington, Welkom, Wesselsbron, Witbank, Witrivier, Wonderboom, Worcester, Wynberg en alle ander landroosdistrikte nie weergegee nie insluitend daardie areas wat voorheen deel gevorm het van die voormalige Republiek van Bophuthatswana, Republiek van Venda, Republiek van Transkei, Republiek van Ciskei en die voormalige self-regerende state KwaZulu, Qwaqwa, Lebowa, Gazankulu, KaNgwane en KwaNdebele
		Weekloon
1A.	Vragmotor-assistent	R255,00
1B.	Algemene werker, verpakker/laaier	R314,00
2.	Sekuriteitsweg (45 uur) motorfiets-/motordriewiel-drywer, drywer van 'n ligte motorvoertuig, herstel-winkelassistent, nasiener, bediener van 'n bakkraan graad II, bediener van 'n mobiele hystoestel graad II, spanleier	R380,00
3.	Drywer van 'n medium motorvoertuig, bediener van 'n bakkraan graad I, bediener van 'n laaigraaf graad II, bediener van 'n mobiele hystoestel of 'n vurkhysswa graad I, magasynman (werkwinkel)	R454,00
4.	Drywer van 'n swaar motorvoertuig, drywer van 'n ekstra swaar motorvoertuig, versendingsklerk, magasynman (pakhuis), bediener van 'n laaigraaf graad I ..	R503,00
5.	Drywer van 'n ultraswaarmotorvoertuig	R576,00
6.	Veiligheidsbeamppte, graad A	R851,40
	Veiligheidsbeamppte, graad B	R851,40
	Veiligheidsbeamppte, graad C	R767,80"

(2) Vervang subklousule (6) deur die volgende:

- (6) **Algemene verhoging (deur die bank):** Werknemers wat voor 1 Maart 2001 'n loon ontvang het wat gelykstaande is met of hoër is as die minimum loon vir hulle klas voorgeskryf in Goewermentskennisgewing Nr. R. 400 van 20 April 2000 met die loonverhogings wat in Tabel B uiteengesit word, ontvang:

ALGEMENE VERHOGING (PER WEEK)—TABEL B

Graad	Per week	Suikervervoer Sektor
1A.....	R25,00	R7,50
1B.....	R27,00	R8,10
2.....	R33,00	R9,90
3.....	R34,00	R10,20
4.....	R40,00	R12,00
5.....	R44,00	R13,20
6C.....	R55,00	—
6B.....	R63,00	—
6A.....	R53,00	—

Indien 'n werknemer, nadat die algemene verhoging toegeken is, 'n loon ontvang wat minder as die minimum loon wat vir sy graad voorgeskryf word, moet sy loon by die graadminimum aangepas word."

5. KLOUSULE 6: GEWONE WERKURE, OORTYD EN BETALING VIR OORTYD

- (1) Vervang die voorbehoudsbepaling van subklousule (1) (a) deur die volgende:

"Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitswag verrig hy in die geval van subparagraaf (i) hoogstens nege gewone werkure, en in die geval van subparagraaf (ii) hoogstens nege gewone werkure op 'n dag kan werk;"

- (2) Vervang subklousule (1) (b) deur die volgende:

"(b) sekuriteitswag—

(i) 45 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat gewoonlik op—

(aa) hoogstens vyf dae in 'n week werk, nege op 'n dag;

(bb) meer as vyf dae in 'n week werk, nege op 'n dag."

- (3) Vervang subklousule (6) (a) (i) tot (6) (a) (iii) deur die volgende:

(i) In die geval van 'n los werknemer een en 'n derde maal sy uurloon ten opsigte van die hele tydperk wat sodanige werknemer aldus op 'n bepaalde dag gewerk het: Met dien verstande dat alle oortyd wat meer is as ses uur in 'n tydperk van drie dae betaal moet word teen een en 'n half maal van sy/haar uurloon ten opsigte van die hele tydperk wat sodanige werknemer in 'n bepaalde tydperk van drie dae aldus gewerk het;

(ii) in die geval van enige ander werknemer, een en 'n derde maal sy uurloon ten opsigte van die hele tydperk wat sodanige werknemer aldus in 'n bepaalde week gewerk het: Met dien verstande dat vir alle oortyd meer as ses uur in enige week betaal moet word teen een en 'n half maal die uurloon ten opsigte van die hele tydperk wat sodanige werknemer in 'n bepaalde week aldus gewerk het;

(iii) In die geval van 'n werkgewer van 'n tydelike werkverskaffingsdiens, wat oortyd werk terwyl werk verrig word in twee of meer werkkategorieë gedurende 'n betaalweek, as een en 'n derde maal die uurloon ten opsigte van die totale ure aldus gewerk in elke kategorie: Met dien verstande dat vir alle oortyd van meer as ses uur in 'n week betaling gemaak moet word teen een en 'n half maal die uurloon ten opsigte van die ure aldus gewerk in elke kategorie."

6. KLOUSULE 31: VAKANSIESOLDYBONUSFONDS

- (1) Vervang die bydraerstabel in subklousule (1) (a) (i) deur die volgende:

"Graad	Bydrae
1A.....	R 53,00
1B.....	R 65,30
2.....	R 79,00
3.....	R 94,40

"Graad	Bydrae
4	R104,50
5	R119,80
6C	R159,70
6B	R177,10
6A	R177,10".

Vir en namens die partye by die Raad op hede die 18de dag van Desember 2000, te Johannesburg onderteken.

N. J. BADENHORST
vir **G. F. VAN NIEKERK**
Voorsitter van die Raad

J. J. DUBE
Ondervoorsitter van die Raad

B. S. E. GRATZ
Sekretaris van die Raad

No. R. 206

1 Maart 2001

WET OP ARBEIDSVERHOUDINGE, 1995

**PADVAGNYWERHEID: UITBREIDING VAN VOORSORGFONDS
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 Padvagnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Wysigingsooreenkoms aagegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 1 Maart 2001, en vir die tydperk wat op 28 Februarie 2002 eindig.

M. M. S. Mdladlana
Minister van Arbeid

BYLAE

NASIONALE BEDINGINGSRAAD VIR DIE PADVAGNYWERHEID

KOLLEKTIEWE VOORSORGFONDSOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, No. 66 van 1995, gesluit deur en aangegaan tussen die

Road Freight Employers' Association

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

Motor Transport Worker's Union (South Africa)

South African Transport Workers Union

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers Union

en die

Transport and Allied Workers' Union

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

wat die partye is by die Nasionale Bedingingsraad vir die Padvagnywerheid.

1. TOEPASSINGSBESTEK

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur all werknemers wat lede van die vakbonde is, en wat onderskeidelik by genoemde Nywerheid betrokke en daarin werksaam is;

(b) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermenskennisgewing 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 (Goewermenskennisgewing Nos. 498 en 871 van 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 (Goewermenskennisgewings 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 van die landdrosdistrikte Koster en Brits wat onderskeidelik voor 26 Julie 1963 en 1 Junie 1972 (Goewermenskennisgewings 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 Goewermenskennisgewing No. 1745 van 1 September 1978 binne die landdrosdistrik Potchefstroom geval het], Randburg [uitgesonderd die gedeelte wat voor die publikasie van Goewermenskennisgewing No. 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het], Randfontein (met inbegrip van die landdrosdistrik Randfontein Koster wat voor die publikasie van Goewermenskennisgewing No. 1105 van 26 Julie 1963 binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpark 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

(c) In die Republiek van Suid-Afrika, uitgesonderd die landdrosdistrikte soos vervat in subklousule 1 (b) hierbo.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie minimum lone in die Hoofooreenkoms voorgeskryf word 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 so 'n voertuig in diens is;

(b) 'n werkgewer wat een voertuig met een drywer bedryf en die werknemers in diens van sodanige werkgewer;

(c) 'n werkgewer wie se bedryfsinrigting binne die landdrosdistrikte val, soos in subklousule (1) (b) hierbo uiteengesit en wat, ten tyde van die afkondiging van Goewermenskennisgewing No. R. 3146 van 20 Desember 1991, oor 'n bestaande pensioen- of voorsorgfonds beskik het wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoofooreenkoms voorgeskryf word, en op die werknemers van sodanige werkgewer;

(d) 'n werkgewer wie se bedryfsinrigting binne die landdrosdistrikte val, soos in subklousule (1) (b) hierbo uiteengesit, wat voor die afkondiging van Goewermenskennisgewing No. R. 3146 van 20 Desember 1991, nie oor 'n bestaande pensioen- of voorsorgfonds beskik het nie wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoofooreenkoms voorgeskryf word, maar welke werkgewer voor 1 Januarie 1991 begin het met onderhandelings vir die instelling van 'n pensioen- of voorsorgfonds vir werknemers wat deur die Hoofooreenkoms gedek word.

(e) 'n werkgewer wie se bedryfsinrigting binne die landdrosdistrikte val, soos in subklousule (1) (c) hierbo uiteengesit wat met die afkondiging van Goewermenskennisgewing No. R. 450 gedateer 16 April 1999, oor 'n bestaande pensioen- of voorsorgfonds beskik het wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoofooreenkoms voorgeskryf word, en op die werknemers van so 'n werkgewer;

(f) 'n werkgewer wie se bedryfsinrigting binne die landdrosdistrikte val, soos in subklousule (1) (c) hierbo uiteengesit, wat met die afkondiging van Goewermenskennisgewing No. R. 450 gedateer 16 April 1999, nie oor 'n bestaande pensioen- of voorsorgfonds beskik het nie wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoofooreenkoms voorgeskryf word, maar welke werkgewer voor 1 Maart 1999 begin het met onderhandelings vir die instelling van 'n pensioen- of voorsorgfonds vir werknemers wat deur die Hoofooreenkoms gedek word.

(4) Die bepalinge van klousules 1 (1) (a), 2 en 3 van hierdie Ooreenkoms is nie van toepassing nie op werkgewers en werknemers wat nie lede is van die werkgewersorganisasie en die vakbonde wat die Ooreenkoms aangegaan het nie.

(5) Die uitsluitings vervat in subklousules (3) hierbo is nie van toepassing ten opsigte van subklousule 7 (8) nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum van die Minister van Arbeid kragtens artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel, en bly van krag vir die tydperk eindigende 28 Februarie 2002.

3. SPESIALE BEPALINGS

Die bepalinge van klousule 12 van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 921 van 24 Julie 1998, soos gewysig, verleng en herbekragtig by Goewermenskennisgewings Nos. R. 210 van 19 Februarie 1999, R. 317 van 19 Maart 1999, R. 450 van 16 April 1999, R. 1009 van 27 Augustus 1999, R. 122 van 11 Februarie 2000, R. 143 van 18 Februarie 2000, R. 299 van 31 Maart 2000, R. 408 van 20 April 2000, R. 641 van 30 Junie 2000 en R. 1031 van 27 Oktober 2000, (hierna genoem die "Vorige Ooreenkoms") soos verder herbekragtig, verleng en gewysig van tyd tot tyd, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepaling van klousules 3 tot 11 en 13 tot 20 van die Vorige Ooreenkoms (soos verder verleng, gewysig en herbekragtig van tyd tot tyd) is van toepassing op werkgewers en werknemers.

VOORSORGFONDS**5. KLOUSULE 3: WOORDOMSKRYWINGS**

- (1) Skrap die woordoms krywing van "los werknemer".
- (2) Voeg die volgende nuwe omskrywing van "afloswerker" in voor "Padvragnywerheid" of "Nywerheid":
"afloswerknemer" 'n werknemer, anders as 'n werknemer van 'n tydelike werkverskaffingsdiens wat in diens is by dieselfde werkgewer vir nie meer as 16 dae per maand nie en nie meer as 144 dae in 'n 12 maande periode. Enige verwysing na 'n loswerknemer in die Ooreenkoms sal gesien word as 'n verwysing na 'n "afloswerker".
- (3) Voeg die volgende nuwe omskrywing in as "deeltydse werknemer" na "lid":
"deeltydse werknemer" 'n werknemer wat op 'n permanente basis in diens is, maar wat slegs 'n vaste en beperkte aantal uur en/of dae per week of per maand werk wat nie 30 uur per week of 90 uur per maand mag oorskry nie.

6. KLOUSULE 7: BYDRAES

- (1) Vervang subklousule (1) (d) met die volgende:
 "(d) in die plek van bydraes verskuldig ooreenkomstig subklousules (1) (a), (b) en (c), kan 'n tydelike werkverskaffingsdiens wat 'n werknemer op 'n vaste kontrak basis in diens geneem is vir 'n tydperk minder as twee maande, of die werkgewer van 'n deeltydse werker benewens die gewone loon verskuldig aan 'n werknemer ten opsigte van werkure in elke werkskategorie verrig 'n toelae betaal gelyk aan die persentasie soos gespesifiseer in kolom B van Aanhangsel A van die werknemer se normale uurloon vir elke uur gewerk in daardie werkkategorie."

Vir en namens die partye by die Raad, op hede die 18de dag van Desember 2000 te Johannesburg onderteken.

N. J. BADENHORST

vir **G. F. VAN NIEKERK**

Voorsitter van die Raad

J. J. DUBE

Ondervoorsitter van die Raad

B. S. E. GRATZ

Secretary of the Council

No. R. 207

1 March 2001

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF PERIOD OF OPERATION OF THE COLLECTIVE EXEMPTION AND DISPUTE RESOLUTION AGREEMENT

I, Thembinkosi Mkalipi, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice No. R. 1029 of 27 October 2000, by a further period ending 28 February 2002.

T. MKALIPI

Director: Collective Bargaining

No. R. 207

1 Maart 2001

WET OP ARBEIDSVERHOUDINGE, 1995

PADVAGNYWERHEID: VERLENGING VAN TYDPERK VAN VRYSTELLINGS- EN GESKILBESLEGTINGS KOLLEKTIEWE OOREENKOMS

Ek, Thembinkosi Mkalipi, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verleng hierby, kragtens artikel 32 (6) (a) (i) van die Wet op Arbeidsverhoudinge, 1995, die tydperk vasgestel in Goewermentskennigewing No. R. 1029 van 27 Oktober 2000, met 'n verdere tydperk wat op 28 Februarie 2002 eindig.

T. MKALIPI

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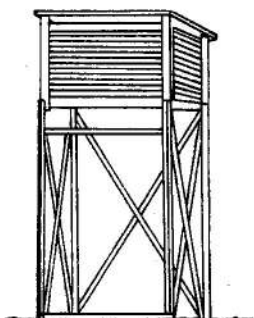
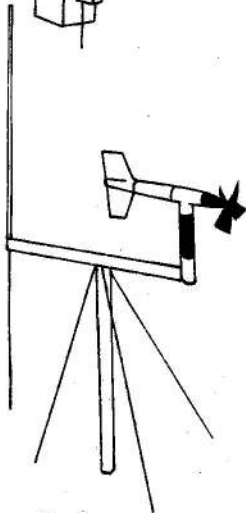
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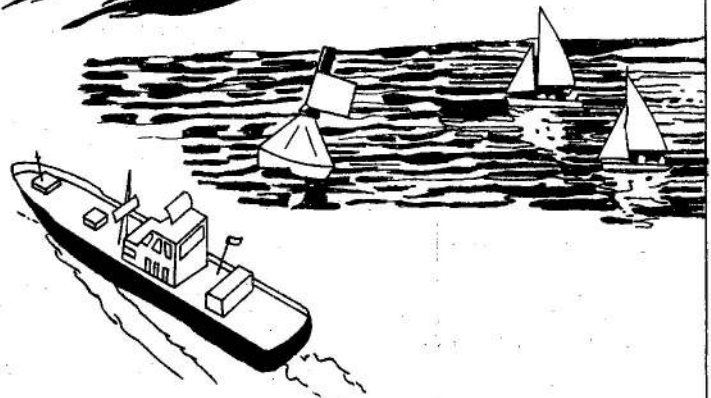
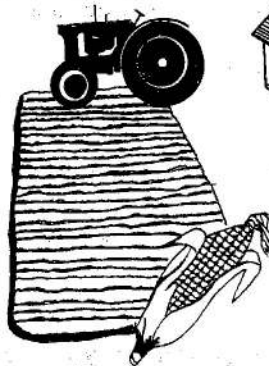
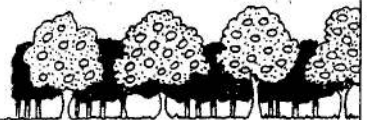
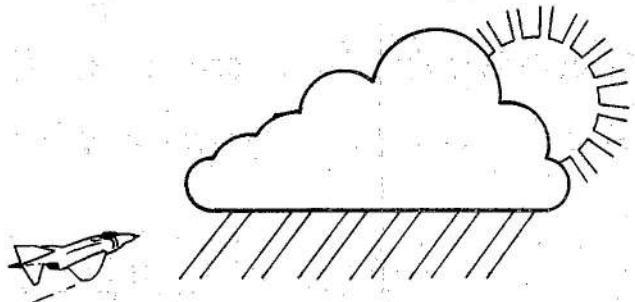
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