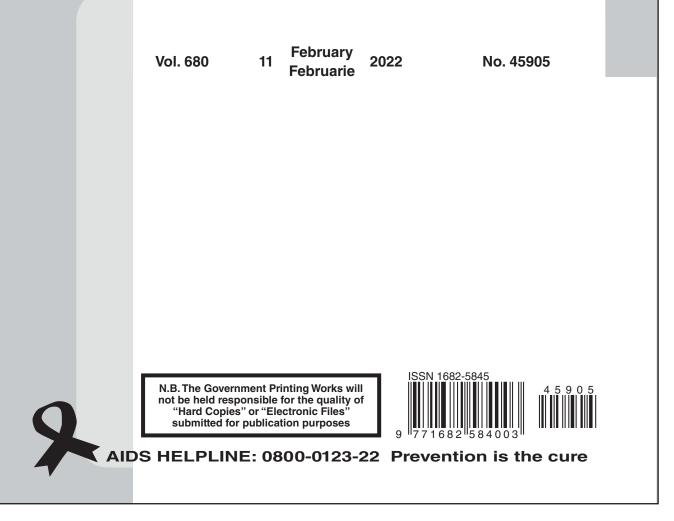


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# GENERAL NOTICES • ALGEMENE KENNISGEWINGS

# DEPARTMENT OF EMPLOYMENT AND LABOUR GENERAL NOTICE 830 OF 2022

# LABOUR RELATIONS ACT, 1995

# NATIONAL TEXTILE BARGAINING COUNCIL: 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 Textile Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the Second Monday after publication of this Notice and shall remain in force until such time it is amended by the parties to the Council from time to time.

MR TWAXESI, MP MINISTER OF EMPLOYMENT AND LABOUR DATE: 0710212022

# UMNYANGO WEZEMISEBENZI NEZABASEBENZI

# UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

# NATIONAL TEXTILE BARGAINING COUNCIL: UKWELULWA KWESIVUMELWANO ESIYINGQIKITHI ESIPHAKATHI KWABAQASHI NABASEBENZI SELULELWA KULABO ABANGEYONA INGXENYE YASO

uNgqongqoshe THEMBELANI WALTERMADE NXESI, Mina, 32(2) soMthetho ngokwesigaba Nezabasebenzi Wezemisebenzi Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa iNational Textile Bargaining Council, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko Wesibili emva kokushicilelwa kwalesisaziso futhi siqhubeke sisebenza.kuze kube isikhathi lapho sichibiyelwa ngamalunga woMkhandlu ngezikhathi ezahlukene.

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MNŮMZANE TW NXESI, MP UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI USUKU: つてしのエートコーン

#### SCHEDULE

# NATIONAL TEXTILE BARGAINING COUNCIL

#### MAIN COLLECTIVE AMENDING AGREEMENT FOR

#### THE TEXTILE INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA

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

South African Cotton Textile Processing Employers' Association

#### (SACTPEA)

South African Carpet Manufacturing Employers' Association (SACMEA)

National Manufactured Fibres Employers' Association (NMFEA)

National Association of Worsted Textile Manufacturers (NAWTM)

Narrow Fabric Manufacturers Association (NFMA)

South African Wool and Mohair Processors' Employers' Organisation

#### (SAWAMPEO)

National Textile Manufacturers' Association (NTMA)

South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)

South African Blankets Manufacturers Employers' Organisation

#### (SABMEO)

Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOSA) (hereinafter referred to as the "employers' organisations") of the one part,

and the

#### Southern African Clothing and Textile Workers' Union (SACTWU)

(hereinafter referred to as the "trade union") of the other part, being the parties to the National Textile Bargaining Council to amend the Main Collective Agreement published under Governement Notice No. R.1137 of 06 September 2019; No. R.1398 of 24 December 2020, No. R. 484 of 20 August 2021 and 498 of 24 August 2021.

### PART 1

### A. APPLICATION

#### 1. SCOPE OF APPLICATION

- (a) This Agreement applies to all employers and all employees who are engaged in the Textile Industry, as defined hereunder , in the Republic of South Africa.
- (b) The Textile Industry in the Republic of South Africa is defined as follows:
  - "Textile Industry or Sector or Industry" means without in anyway limiting the ordinary meaning of the expression, the enterprise in which the employer(s) and the employees are associated, either in whole and or in part, for any activity relating to the processing or manufacture of fibres, filaments or yarns, natural or man-made and the processing or manufacture of products obtained therefrom, including all activities incidental thereto or consequent thereon, defined as follows:

#### 1.1 Scope as defined by process and activity

### 1.1.1. Fibre Manufacture

The handling, processing and manufacture of all classes of fibre, yarns, threads, blends and manufactured raw materials from which these are derived, which shall include, but not be limited to, the fibres manufactured or processed from the following types of raw material:

1.1.1.1 Natural Fibres

- <u>Vegetable fibres</u>: cotton, kapok, coir, flax, hemp, jute, kenaf, ramie manila, henequen, sisal, sugar cane or other plants seeds, bast or leaf material.
- <u>Animal fibres</u>: wool, mohair, cashmere, silk, angora, alpaca, feathers and any type of animal hair.
- Mineral fibres: asbestos or other inorganic material.

1.1.1.2 Manufactured Fibres:

- <u>Synthetic polymers</u>: including polymethylene, polyolefin, polyvinyl, polyurethane, polyamaide, aramid, polyester and synthetic polyisoprene
- <u>Natural polymers</u>: including made from or comprising aliginate rubber, regenerated proteins regenerated cellulose and cellulose ester
- <u>Minerals</u>: including rock wool, carbon fibre and glass fibre or any other fibre manufactured from minerals and,
- all other manufactured fibres and tapes not specified above.

### 1.1.2 Preparation of Natural Fibres

The receiving, sorting, grading, weighing, cataloguing, washing, scouring, ginning, fibre-working, blending, carding, combing, cutting, dyeing, bleaching, cleaning, as well as the activities performed by wool and mohair brokers, buyers, and dealers; and any other activities carried on in an enterprise.

#### 1.1.3 Manufacture Textiles

The manufacture, processing, dyeing, finishing, and further processing of all classes of woven, non-woven, crocheted and braided textiles from any of (or combination of) the inputs specified in 1.1.1 utilising the activities and processes of carding, combing, spinning, winding, twisting, drawing-in, warping, weaving, crocheting, braiding, embroiding, tufting, plaiting, feting, blending, raising, needling, stitch-bonding, spunlaid, wetlaid or other bonding processes, printing, dyeing, lamination, making-up and finishing as well as any other products made from raw materials produced by the processes and activities referred to 1.1.1 and 1.1.2 above.

### 1.2 Scope as defined by product:

The products and activities referred to 1.1. (above) shall include, but not be limited to, the following products (used here simply as an indicative list):

- a. synthetic textile fibres and yarns;
- b. vegetable fibres and yarns (including the activities conducted in cotton gins)
- c. woven fabrics and products;
- d. non-woven fabrics and products;
- e. woven, crocheted, braided, plaited, knitted tapes, narrow fabric products (whether rigid or elasticised) webbing, interlinings, tapes or bias binding / clothing accessories;
- f. embroidery (where done in an establishment not covered by the National Clothing Bargaining Council);
- g. frills, tassels, bows and similar finishings;
- h. shoe laces;
- i. lace and netting; (general)
- j. worsted tops or noils, or yarns or fabrics;
- k. towelling or towels;
- I. all types of made-up textiles, including curtains and blinds, sheets, bedspreads, quilts, duvets and other bed linen; pillows and cushions, textile materials found in bathrooms and restrooms
- m. carpets, rugs, mats and matting, carpet tiles, and rugs (including as used in applications for floors and walls in domestic, commercial and residential premises, as well as that found in all types of automobiles, airplanes, trains, ships and any other form of transport);
- n. flock, foam, wadding, or padding, including shoulder padding, and all items with feather fillings:
- o. under-felt and felt;
- p. cleaning cloths, cleaning rags, dusters;
- q. blanketing, blankets, travelling-rugs, shawls;
- r. technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:
  - tyre-cord, belting, hose, tank fabrics, conveyor belts;
  - textiles used to reinforce plastics; mining and civil engineering
  - textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;

- textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;
- textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;
- medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;
- fabrics used to filter air, gas or liquids;
- fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.
- 1.3 The terms of this Agreement shall be observed in the Textile Industry by all employers who are members of the employers' organisations and by all employees who are members of the trade union, and who are engaged and employed therein, respectively.
- 1.4 The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.

#### 2. PERIOD OF OPERATION

This Agreement shall come into operation on such a date as the Minister of Emplyment and Labour extends the Agreement to non-parties, and shall remain in force until such time as the members amend this agreement accordingly.

#### PART 2

#### ANNEXURE I

#### WOOL AND MOHAIR SUB SECTOR

#### A. APPLICATION

#### 1. SCOPE OF APPLICATION

As per the provisions of clause 1 of Part 1 of this agreement.

### 2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

#### B. REMUNERATION

#### 3. MINIMUM WAGES

# Substitute the following for the existing sub-clauses

- 3.1 As per the provisions of subclause 3.1 of Part 1 of this Agreement
- 3.2 Every employer must pay each employee a wage that is not less than the *minimum hourly rate* prescribed in the table below:

## Wool and Mohair Processors Industry

3.2.1 With effect from the coming into operation of this agreement, each employer in the Wool and Mohair Processing Industry must pay an increase of 5.2% to its employees.

GRADE	CURRENT HOURLY RATE OF PAY	PERCENTAGE	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
1	R47.06	5.2%	R49.51
2	R48.08	5.2%	R50.58
3	R49.83	5.2%	R52.42
4	R54.05	5.2%	R56.86
5	R55.09	5.2%	R57.95

#### Wool and Mohair Broking Industry

3.2.2 With effect from the coming into operation of this agreement, each employer in the Wool and Mohair Broking Industry must pay an increase of 5.2% to its employees.

W	AGE WITH EFFECT FROM THE	COMING INTO OPER	ATION OF THIS AGREEMENT
GRADE	JOB DESCRIPTION	PERCENTAGE	NEW MONTHLY WAGE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
1	Wool Bag Worker General Worker Cleaner Trolley Pusher Teamakers	5.2%	R6 755.18
	Bin Press Operator Mohair Sorter Wool Sorter	5.2% With a minimum rate of R0.17 per kilogran Pressed/Sorted	
2	Marker/Woolwriters Sampler	5.2%	R7 035.69
3	Hoop/Strap Iron Cutter High Density Press Operator	5.2%	R7 409.71

### GOVERNMENT GAZETTE, 11 FEBRUARY 2022

	Seeker Shipping Bale Marker		
4	Core Machine Operator Forklift Driver Grab Machine Operator Handyman	5.2%	R7 783.59
5	Checker Clerk Driver Code 08 Weihing Clerk Supervisor	5.2%	R8 159.11

3.3 As per the provisions of clause 3.3 of Part 1 of this Agreement.

# G. ORGANISATIONAL RIGHTS

# 38. SHOP STEWRADS' RIGHTS AND FACILITIES

# Substitute the following for the existing sub-clause 38.6 with the following

"38.6 Each employer will make an office and computer available for the use of shop stewards with an email address and such internet access as is necessary to conduct legitimate Employer/Union business."

#### H. GENERAL

# 49. OTHER CONDITIONS OF EMPLOYMENT

# Insert the following new sub clause

- 49.3 COVID-19
- 49.3.1 Where employees are required to be vaccinated for COVID-19, during working hours they will be paid half their daily remuneration as compensation for time lost.
- 49.3.2 This will be applied on a maximum of two occasions where they receive the two dose COVID-19 vaccine.

#### PART 2 ANNEXURE J WORSTEDS SECTION

# A. APPLICATION

- 1. SCOPE OF APPLICATION As per the provisions of clause 1 of Part 1 of this agreement.
- 6

# 2. PERIOD OF OPERATION

MINIMUM WAGES

As per the provisions of clause 2 of Part 1 of this Agreement.

# B. REMUNERATION

- 3.1 The *minimum* wages for the Worsted Section, which an employer shall pay to employees shall be as specified in sub-clause 3.2 below.
- 3.2 Every employer must pay each employee a wage that is not less than the minimum hourly rate prescribed in the relevant tables below and for the grade specified.

#### 3.2.1 SPINNERS

3.

#### Area A: in the Rest of the Country including Port Elizabeth, and Durban

The parties agree that a wage increase of 5.5% for Area A will be implemented for grades 1, 2,3 and 4 and the new hourly rates will be as per the table below:

	Increase per Hour per Grade with effect from the coming into operation of this Agreement, for 40 hours per week	Increase per Hour per Grade with effect from the coming into operation of this Agreement, for 44 hours per week
GRADE	HOURLY RATE	HOURLY RATE
1	R35.67	R35.22
2	R36.46	R36.00
3	R37.63	R37.18
4	R39.62	R39.16

#### 3.2.2 SPINNERS

Area B: in Kwa-Zulu Natal and Eastern Cape, excluding Durban and Port Elizabeth The parties agree that the following wage increase, and new hourly minimum wage rates shall be implemented for grades 1, 2, 3 and 4, and the new hourly rates will be as per the table below:

	URLY RATE OF PAY WITH AGREEMENT	EFFECT FROM THE COMING INTO OPERATION
GRADE	HOURLY INCREASE	NEW HOURLY RATE

INGREAGE	HEW HOOKET KATE	
	R28.50	
	R29.09	
	R29.94	
	R31.44	
_		R31.44

#### LEAVE

#### 26. FAMILY RESPONSIBILTY LEAVE

As per the provisions of clause 26 of Part 1 of this Agreement.

### Substitute the following for the existing sub-clause, with the following

The parties agreed to improve the current Family Responsibility Leave provisions from four (5) days' per annum to five (5) days' per annum and such leave will be extended to cover hospitiisation and/or death of a spouse or life partner.

G: ORGANISATIONAL RIGHTS

D:

#### 38. SHOP STEWRADS' RIGHTS AND FACILITIES

#### Insert the following new sub clause

38.8 Each employer will make an office and computer available for the use of shop stewards with an email address and such internet access as is necessary to conduct legitimate Employer/Union business.

H. GENERAL

#### 49. OTHER CONDITIONS OF EMPLOYMENT

#### Insert the following new sub clause

- "49.3 Where employees are required to be vaccinated for COVID-19, during working hours they will be paid half their daily remuneration as compensation for time lost.
- 49.4 This will be applied on a maximum of two occasions where they receive the two dose COVID-19 vaccine."

# SIGNED IN DURBAN ON THIS 20<sup>™</sup> DAY OF DECEMBER 2021, FOR AND ON BEHALF OF THE FOLLOWING EMPLOYERS' ORGANISATIONS:

- 1. South African Blankets Manufacturers Employers' Organisation (SABMEO)
- 2. South African Carpet Manufacturing Employers' Association (SACMEA)
- 3. South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)
- 4. National Manufactured Fibres Employers' Association (NMFEA)
- 5. South African Wool and Mohair Processors' Employers' Organisation (SAWAMPEO)
- 6. National Association of Worsted Textile Manufacturers (NAWTM)
- 7. South African Cotton Textile Processing Employers' Association (SACTPEA)
- 8. Narrow Fabric Manufacturers' Association (NFMA)
- 9. National Textile Manufacturers' Association (NTMA)
- 10. Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOSA)

#### AND

# SIGNED IN DURBAN ON THIS 20<sup>TH</sup> DAY OF DECEMBER 2021, FOR AND ON BEHALF OF THE FOLLOWING TRADE UNION/S:

Southern African Clothing & Textile Workers' Union (SACTWU)

As duly designated and authorised, signed by:

1. Signatory Name: Mr Michael Shabalala

Signatory Designation: Chairperson (National Textile Bargaining Council)

Lela la

Signatory Signature

2. Witness Name: Mr Ganasan Poonsamy Pillay

Witness Designation: Secretary (National Textile Bargaining Council)

Witness Signature

#### DEPARTMENT OF EMPLOYMENT AND LABOUR

#### **GENERAL NOTICE 831 OF 2022**

#### LABOUR RELATIONS ACT, 1995

#### NATIONAL BARGAINING CONCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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.726 of 28 May 2016, R. 422 of 12 May 2017, R. 426 of 15 March 2019, R. 1364 of 25 October 2019, R. 410 of 9 July 2021 and R. 549 of 14 September 2021 by a further period ending **29 February 2024**.

Howard

MR TW NXESI, MP MINISTER OF EMPLOYMENT AND LABOUR DATE: 07/02/2021

#### UMNYANGO WEZEMISEBENZI NEZABASEBENZI

#### UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

#### NATIONAL BARGAINING CONCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: UKWELULWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO ESIYINGQIKITHI

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthi isikhathi sokusebenza kwesivumelwano esinqunywe kwiSaziso sikaHulumeni esingunombolo R.726 womhlaka 28 kuNhlaba 2016, R.422 womhlaka 12 kuNhlaba 2017, R.426 womhlaka 15 kuNdaba 2019, R.1364 womhlaka 25 kuMfumfu 2019, R.410 womhlaka 9 kuNtulikazi 2021 kanye no R.549 womhlaka 14 kuMandulo 2021 sengeziwe ngesikhathi esiphela ngomhlaka **29 kuNhlolanja 2024.** 

MNUMZANE TW NXESI, MP UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI USUKU: 67 102 12022

### 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 March 2022 or with effect from the second Monday after the date of publication of this Notice but not earlier than 1 March 2022 until 29 February 2024.

the

MR TW NXESI, MP MINISTER OF EMPLOYMENT AND LABOUR DATE: 07102 2022

## UMNYANGO WEZEMISEBENZI NEZABASEBENZI

# UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI NESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE 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 kwiNational 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 kuNdasa 2022 noma kusukela ngomsoMbuluko wesibili emva kokushicilelwa kwalesiSaziso kodwa kungenzeki ngaphambi komhlaka 1 KuNdasa 2022 kuze kube isikhathi esiphela mhlaka 29 kuNhlolanja 2024.

Int

MNUMZANE TW NXESI, MP UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI USUKU: 07, 102.12020

# SCHEDULE

# NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY

# AMENDMENTS TO THE MAIN COLLECTIVE AGREEMENT

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

# ROAD FREIGHT ASSOCIATION (RFA) NATIONAL EMPLOYERS' ASSOCIATION OF SOUTH AFRICA (NEASA)

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

# SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)

# MOTOR TRANSPORT WORKERS' UNION OF SOUTH AFRICA (MTWU)

(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 and Government Notice No. 549 of 14 September 2021.

#### INDEX

Substitute the following for the Index Part 7:

"PART 7: EMPLOYERS' OBLIGATIONS"

### 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;
- 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);
- Key Marshalls (Cash in Transit);
- Cage Men (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:
  - 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 –
  - 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 the agreement

- (1) This Agreement is binding to employers and employees of the industry effective from 1 March 2022 or date to be determined by the Minister but not earlier than 1 March 2022 until 29 February 2024.
- (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 a date determined by the Minister but not earlier than 1 March 2022 until 29 February 2024.

### PART 3: LEAVE

#### 3. Clause 22: Family Reponsibility leave

#### Replace clause 22 with the Following:

- "(1) For the purposes of this clause-
  - (a) an "immediate family member" means an employee's spouse or life partner, child, adopted child, grandchild, parent, adoptive parent, grandparent, sibling or the biological or adoptive parent of an employee's spouse or life partner;
  - (b) "life partner" means a person who is a party to a heterosexual or homosexual relationship with the employee that is intended to be permanent, exclude any other person and involves cohabitation.
- (2) An employer must grant an employee, including a part-time employee, up to a maximum of five working days leave per year on full pay in the death or serious illness of an immediate family member.
- (3) In case of the birth of a child, an employer must grant an employee parental leave as per Section 25A of the Basic Conditions of Employment Act.
- (4) The employee must provide his or her employer with satisfactory proof of each occurrence in the form of a death, medical or birth certificate as the case may be.
- (5) If an employer does not accept proof of an occurrence, the employee may, on good cause, appeal to the Council. After considering all relevant facts, the Council may either uphold or reverse the employer's decision.
- (6) An employee must be credited with one working day for each day of leave granted in terms of sub-clause (2)."

## PART 4: BENEFIT FUNDS

# 4. Clause 26: General provisions on the administration of benefit funds Substitute clause 26(4) as follows:

"Any contribution paid to a benefit fund, which is not legally claimed within five years of receipt of that contribution, Council will embark on a process of tracing the rightful owner or the beneficiaries as per the tracing policy."

# PART 7: EMPLOYERS' OBLIGATIONS

- Substitute the heading of PART 7 "EMPLOYERS' OBILIGATIONS" with the heading "EMPLOYERS' OBLIGATIONS".
- 6. Clause 51: Daily Logbook
  - Substitute Clause 51(1), as follows:

"An employer must furnish all drivers who are away from their place of residence and their employer's establishment on a journey extending over the compulsory rest interval of nine consecutive hours prescribed in clause 6(1) with a daily manual or electronic logbook which meets the following specifications:"

### Add a new sub-clause 51(2)(c) as follows:

"A driver must, in respect of each day's work -

(c) In case of an electronic logbook, the employer must provide a driver with a copy of an electronic log sheet."

# 7. Clause 53: Monthly returns

Substitute Clause 53(1) with the following:

"Every employer must comply with clauses 19, 29, 30, 54, 69, the Wellness Fund as provided for in Schedule 4 of this Agreement and by completing and submitting, the online monthly return and paying to the Council the total amount due for such return by the due date."

# PART 9: PROHIBITED EMPLOYMENT

- 8. Clause 58: Prohibition of Employment
  - Add a new sub-clause 58(3) as follows:

"An employer who employs foreign nationals must comply with the Government Legislative Framework, in particular the Immigration Act, 13 of 2002 as amended, and the Employment Services Act, 8 of 2014 as amended. Council Administration must collect data from employers who employ Foreign Nationals within the Industry and report their findings to Council by no later than 1 March 2022. Such report will then be submitted to the Department of Employment and Labour for inspection and enforcement purposes."

# PART 10: PROVISIONS APPLICABLE TO PARTICULAR CATEGORIES OF EMPLOYEES

- 9. Clause 62: Relief Employees
  - Substitute clause 62(5)(a) with the following:

"A relief employee who works more than 90 days in a 52 week period -

(a) is no longer entitled to the 10% premium on wages prescribed in sub-clause
 (3)(c), but is entitled to the benefits prescribed in terms of clause 24 of this Agreement;"

# 10. Clause 65A: Extended Bargaining Union (EBU) Employees in the CIT

- Substitute clause 65A with the following:
- "(1) In applying overtime, the employer must comply with the provisions of the Basic Conditions of Employment Act (BCEA), in the case of non-compliance with the BCEA, the provisions of BCEA will apply.
- (2) EBU Process

- (a) Parties agree to the process on outstanding EBU categories as delegated to the Outstanding Wage Matters Committee, with the intention of implementation as per Clause 2 of this Agreement:
  - The CIT chamber will, under the auspices of the Outstanding Wage Matters Committee, 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 25<sup>th</sup> 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) 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."

# SCHEDULE 5: REMUNERATION AND OTHER MONETARY BENEFITS

# 11. Substitute Schedule 5 in its entirety as follows:

# "1.(a) Minimum Wages

- (1) From the date of implementation for 2022 being 1 March 2022 for employers and employees of the industry or date to be determined by the Minister of Employment and Labour but not earlier than 1 March 2022 until 28 February 2023, the minimum rate at which wages in respect of ordinary hours of work shall be paid by an employer to each member of the under mentioned grades of his employees, shall be as follows:
  - (a) Weekly Wages:

General Freight, Courier, Furniture Removal and CIT:

# (i) TABLE ONE A (YEAR ONE): GENERAL FREIGHT AND FURNITURE REMOVAL SECTORS MINIMUM WAGES: GRADES 1 TO 6

For the period 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 28 February 2023

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending 28 February 2022	6 Adjusted Minimum Wage per week from 1 March 2022 until 31 August 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022	7 Adjusted Minimum Wage per week on 1 September 2022 until 28 February 2023
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	R1680.38	R1764.40	R1782.04
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 B1 B1	R1846.30	R1938.62	R1958.00
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated) Medium Motor Vehicle Driver (rigid) Artisan Assistant Gantry Crane Operator, grade I Mobile Hoist Operator, grade I Checker, grade II Loader Operator, grade I Gantry Crane Operator, grade I Storeman (workshop) Team Leader	3.	B2 B2 B1 B2 B1 B2 B1 B2 B2 B2	R2231.874	R2343.46	R2366.90
10 11 12	Heavy Motor Vehicle Driver (articulated) Heavy Motor Vehicle Driver (rigid) Extra-heavy Motor Vehicle Driver (articulated)	4.	B3 B3 B3	R2503.67	R2628.85	R2655.14
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	R2983.38	R3132.55	R3163.87
49	Storeman (warehouse)		B4			
16	Abnormal Load Driver	6.	C1	R3632.77	R3814.41	R3852.55

- (2) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2022 FOR EMPLOYERS AND EMPLOYEES OF THE INDUSTRY OR DATE TO BE DETERMINED BY THE MINISTER BUT NOT EARLIER THAN 1 MARCH 2022 ENDING 28 FEBRUARY 2023 FOR GRADES 1 – 6
  - a) Across the board increases of 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 the coming into operation of the above-mentioned wage schedule.
  - b) On 1 September 2022, a further 1% across the board increase 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 abovementioned wage schedule.
  - c) The across the board increase must apply to the current wages before the adjustment of the minimums.

### COURIER SECTOR

1(b) For the period 1 March 2022 or date to be determined by the Minister but not earlier than 1 March 2022 to 28 February 2023 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 undermentioned grades, shall be as follows:

# (ii) TABLE ONE B (YEAR ONE): COURIER SECTOR MINIMUM WAGES: GRADES 1 TO 5

From 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 28 February 2023

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterso n Grade	5 Current Minimum Wage per week ending 28 February 2022	6 Adjusted Minimum Wage per week from 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022	7 Adjusted Minimum Wage per week on 1 September 2022 until 28 February 2023
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	R1680.38	R1764.40	R1782.04
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 B1	R1832.95	R1924.60	R1943.84
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated) Medium Motor Vehicle Driver (rigid) Artisan Assistant Gantry Crane Operator, grade I Mobile Hoist Operator, grade I Checker, grade II Loader Operator, grade I Gantry Crane Operator, grade II Storeman (workshop) Team Leader	3.	B2 B2 B1 B2 B2 B2 B1 B2 B2 B2	R2218.54	R2329.47	R2352.76
10 11 12 13	Heavy Motor Vehicle Driver (articulated) Heavy Motor Vehicle Driver (rigid) Extra-heavy Motor Vehicle Driver (articulated) Extra-heavy Motor Vehicle Driver (rigid)	4.	B3 B3 B3	R2503.67	R2628.85	R2655.14
18 14	Dispatch Clerk Ultra-heavy Motor Vehicle Driver	5.	B3 B3 B4			
45 49	Semi-skilled Artisan Storeman (warehouse)		B4 B4	R2983.38	R3132.55	R3163.87

- (3) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2022 FOR EMPLOYERS AND EMPLOYEES OF THE INDUSTRY OR DATE TO BE DETERMINED BY THE MINISTER BUT NOT EARLIER THAN 1 MARCH 2022 ENDING 28 FEBRUARY 2023 FOR GRADES 1 – 5
  - Across the board increases of 5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to the coming into operation of the above-mentioned wage

schedule.

- b) On 1 September 2022, a further 1% across the board increase on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to the coming into operation of the abovementioned wage schedule.
- c) The across the board increase must apply to the current wages before the adjustment of the minimums.

#### GENERAL FREIGHT AND FURNITURE REMOVAL SECTORS

- 1.(c) For the period 1 March 2023 to 29 February 2024 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 undermentioned grades, shall be as follows:
- (iii) TABLE TWO A (YEAR TWO): GENERAL FREIGHT AND FURNITURE REMOVAL SECTORS MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 6 : From 1 March 2023 until 29 February 2024

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending from 28 February 2023	6 Across the board Increase	7 Adjusted Minimum Wage per week From 1 March 2023 until 29 February 2024
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	R1782.04	5%	R1871.14
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver       2.       B1         Light Motor Vehicle Driver       B1       B1         Checker, grade I       B1       B1         Loader Operator, grade II       B1       B1         Packer/Loader, grade II       B1       B1         Packer/Loader, grade II       B1       B1         Medium motor vehicle driver       3.       B2         Medium Motor Vehicle Driver (rigid)       B2       B2         Mobile Hoist Operator, grade I       B2       B2         Gantry Crane Operator, grade I       B2       B2         Loader Operator, grade I       B2       B2         Gantry Crane Operator, grade I       B1       Storeman (workshop)       B2         Team Leader       B2       B2       B2		R1958.00	5%	R2055.90 R2485.25	
7 8 44 19 23 47 21 20 26 15			R2366.90			
10	Heavy Motor Vehicle Driver (articulated) Heavy Motor Vehicle Driver (rigid)	4.	B3 B3			

12	Extra-heavy Motor Vehicle Driver		Protection -	R2655.14	5%	R2787.90
	(articulated)		B3			
13	Extra-heavy Motor Vehicle Driver		-			
	(rigid)	1 1	B3			
18	Dispatch Clerk		B3			
14	Ultra-heavy Motor Vehicle Driver	5.	B4			
45	Semi-skilled Artisan		B4	R3163.87	5%	R3322.06
49	Storeman (warehouse)		B4			
16	Abnormal Load Driver	6.	C1	R3852.55	5%	R4045.18

# (4) APPLICATION OF WAGE INCREASES FROM 1 MARCH 2023 UNTIL 29 FEBRUARY 2024 FOR GRADES 1 – 6

- Across the board increases of 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 2023.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

# COURIER SECTOR

1(d) For the period 1 March 2023 to 29 February 2024 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 undermentioned grades, shall be as follows:

# (iv) TABLE TWO B (YEAR TWO): COURIER SECTOR MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 5 : From 1 March 2023 until 29 February 2024

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending 28 February 2023	6 Across the board Increase	7 Adjusted Minimum Wage per week from 1 March 2023 until 29 February 2024
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	R1782.04	5%	R1871.14
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver Light Motor Vehicle Driver Checker, grade I Loader Operator, grade II Mobile Hoist Operator, grade II Packer/Loader, grade II	2.	B1 B1 B1 B1 B1 B1 B1	R1943.84	5%	R2041.03
7	Medium motor vehicle driver (articulated)	3.	B2			

8	Medium Motor Vehicle Driver (rigid)					
44	Artisan Assistant		B2			
19	Gantry Crane Operator, grade I		B2			
23	Mobile Hoist Operator, grade I		B1	R2352.76	5%	R2470.40
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	4.				
	(articulated)		B3			
11	Heavy Motor Vehicle Driver (rigid)		B3	R2655.14	5%	R2787.90
11 12	Extra-heavy Motor Vehicle Driver		a posta de la compañía			
	(articulated)		B3			
13	Extra-heavy Motor Vehicle Driver					
	(rigid)		B3			
18	Dispatch Clerk		B3			
14	Ultra-heavy Motor Vehicle Driver	5.	B4			
45	Semi-skilled Artisan	5573	B4	R3163.87	5%	R3322.06
49	Storeman (warehouse)		B4			

(5) APPLICATION OF WAGE INCREASES FROM 1 MARCH 2023 UNTIL 29 FEBRUARY 2024 FOR GRADES 1 – 5

- Across the board increases of 5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2023.
- b) The across the board increase must apply to the current wages before the adjustment of the minimums.

#### CASH IN TRANSIT SECTOR

- 1.(e) For the period 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 28 February 2024 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:
- (v) TABLE THREE : CASH IN TRANSIT CHAMBER MINIMUM WAGES: GRADES 3 TO 6: From 1 March 2022 or date to be determined by the Minister but not earlier than 1 March 2022 until 29 February 2024

Category Code	Class Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending	6 Adjusted Minimum Wage per week 1 March 2022 until	7 Adjusted Minimum Wage per week on	8 Adjusted Minimum Wage per week 1 March 2023 until
							14

				28 February 2022	31 August 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022	1 September 2022 until 28 February 2023	29 February 2024
50	Vehicle Guard	3.	B2	R3499.24	R3674.20	R3 710.94	R3896.49
51	Custodian	5.	B4	R4013.45	R4214.12	R4256.26	R4469.08
41	Security Officer, III	6.	B3	R2906.77	R3052.11	R3082.63	R3236.76
40	Security Officer, II		B3	R3499.24	R3674.20	R3710.94	R3896.49
39	Security Officer, I		B4	R3499.24	R3674.20	R3710.94	R3896.49

- APPLICATION OF WAGE INCREASES FROM 1 MARCH 2022 or date to be determined by the Minister but not earlier than 1 March 2022 UNTIL 29 FEBRUARY 2024 FOR GRADES 3, 5 and 6
  - (a) Across the board increases of 5 % on actual wage shall be awarded to all employees, mentioned in grades 3, 5, and 6 above, who were in the employ of an employer prior to 1 March 2022.
  - (b) On 1 September 2022, a further 1% across the board increase on actual wage shall be awarded to all employees, mentioned in grades 3, 5 and 6 above, who were in the employ of an employer prior to the coming into operation of the abovementioned wage schedule.
  - (c) Across the board increases of 5% on actual wage shall be awarded to all employees, mentioned in grades 3, 5, and 6 above, who were in the employ of an employer prior to 1 March 2023.
  - (d) The across the board increase must apply to the current wages before the adjustment of the minimums.

# 1(f) EXTENDED BARGAINING UNIT EMPLOYEES (EBU): GENERAL FREIGHT, FURNITURE REMOVAL AND COURIER

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

## (vi) TABLE ONE (YEAR ONE): ACROSS THE BOARD INCREASES

From 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 31 August 2022

Employees	Across the Board Increase
Current EBU up to Patterson Grading	5%
B4	
Current EBU Patterson Grading C1	4%

(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.

# (vii) TABLE TWO (YEAR ONE): ACROSS THE BOARD INCREASES From 1 September 2022 until 28 February 2023

Employees	Across the Board Increase
Current EBU up to Patterson Grading B4	1 %
Current EBU Patterson Grading C1	1 %

(3) On 1 September 2022, a further 1% across the board increase on actual wage shall be awarded to EBU employees up to Patterson Grading B4 and EBU employees in Patterson Grading C1, mentioned above who were in the employ of an employer prior to the coming into operation of the above mentioned wage schedule.

# (viii) TABLE THREE (YEAR TWO): ACROSS THE BOARD INCREASES From 1 March 2023 until 29 February 2024

Employees	Across the Board Increase
Current EBU up to Patterson Grading B4	5%
Current EBU Patterson Grading C1	4%

(4) The across the board increases referred to in table three above shall be granted as from 1 March 2023 on actual wage.

### 1(g) Extended Bargaining Unit Employees engaged in the Cash-in-Transit Sector

- (1) Across the board increases
  - (a) Year one: From 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 31 August 2022 :
    - (i) 5 % in respect of all EBU employees up to Paterson Grade B4.
    - (ii) 4 % in respect of all EBU employees in Paterson Grade C1.
  - (b) Year one : From 1 September 2022 until 28 February 2023 :
    - (i) 1% in respect of all EBU employees up to Paterson Grading B4.
    - (ii) 1% in respect of all EBU employees in Paterson Grading C1.
  - (c) Year two: From 1 March 2023 until 29 February 2024 :
    - (i) 5% in respect of all EBU employees up to Paterson Grading B4.
    - (ii) 4 % in respect of all EBU employees in Paterson Grading C1.
- 1.(h) 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, clause 69, and schedule 4 item 8 (Wellness Fund).

## 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 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 31 August2022
Employees who perform more than one hour of night work	An allowance of R14.55 beyond one hour and R2.63 for every hour in excess thereof; or by a reduction of ordinary hours of work

(a)

#### (b)

Category of Employee	Period: From 1 September 2022 to 28 February 2023
Employees who perform more than one hour of night work	An allowance of R14.70 beyond one hour and R2.65 for every hour in excess thereof; or by a reduction of ordinary hours of work

### (c)

Category of Employee	Period: From 1 March 2023 to 29 February 2024
Employees who perform more than one hour of night work	An allowance of R15.43 beyond one hour and R2.78 for every hour in excess thereof; or by a reduction of ordinary hours of work

#### 3. Consolidated allowance

The consolidated allowance is payable in terms of clause 63 (7).

Period:	Period:	Period:
1 March 2022 or date to be determined by the Minister	1 September 2022 until 28 February 2023	1 March 2023 until 29 February 2024
but not earlier than 1 March 2022 until 31 August 2022		
R105 per month	R106.05	R111.35

#### 4. Subsistence and Cross Border allowance

#### (a) Subsistence Allowance

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

#### Subsistence Allowance:

Period: From 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 31 August 2022 (a) R52.70 for each period of absence within the borders of the Republic of South Africa (b) R45.53 for each of the three daily meal intervals during such absence Total (absence plus 3 meals) R189.29

Subsistence Allowance:

Period: From 1 September 2022 until 28 February 2023

(a) R53.23for each period of absence within the borders of the Republic of South Africa
(b) R45.98 for each of the three daily meal intervals during such absence.
Total (absence plus 3 meals) R191.17

# Subsistence Allowance:

# Period: From 1 March 2023 until 29 February 2024

(a) R55.89 for each period of absence within the borders of the Republic of South Africa
(b) R48.28 for each of the three daily meal intervals during such absence.
Total (absence plus 3 meals )R200.73

# (b) Cross Border Allowance

The Cross Border allowance payable in terms of clause 36B of the Main

Agreement, must be paid as per the schedule hereunder:

Cross Border Allowance:

Period: From 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 31 August 2022 (a) R132.63 for each period of absence outside the borders of the Republic of South Africa (b) R81.93for each of the three daily meal intervals during such absence.

Total (absence plus 3 meals) R378.42

Cross Border Allowance:

Period: From 1 September 2022 until 28 February 2023

(a) R133.95 for each period of absence within the borders of the Republic of South Africa (b) R82.75 for each of the three daily meal intervals during such absence.

Total (absence plus 3 meals) R382.20

# Cross Border Allowance:

# Period: From 1 March 2023 until 29 February 2024

(a) R140.65 for each period of absence outside the borders of the Republic of South Africa (b) R86.89 for each of the three daily meal intervals during such absence. Total (absence plus 3 meals) R401.32

# 5. Dangerous Goods Driver Limitation of Hours Allowance

# The allowance that must be paid to Dangerous Goods Drivers in terms of clause 60 of the Main Collective Agreement is:

- (a) R122.72 if the client restricts the driver's hours of work to 12 hours or less. This amount is to be increased as follows:
  - Year 1: (From 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 31 August 2022 ) R128.86
  - (ii) Year 1: (From 1 September 2022 until 28 February 2023 ) R130.15
  - (iii) Year 2 : (From 1 March 2023 until 29 February 2024 ) R136.65

- (b) R78.89 if the client restricts the driver's hours of work to 13 hours or less, but not less than 12. This amount is to be increased as follows:
  - Year 1: (From 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 31 August 2022) R82.83
  - (ii) Year 1: (From 1 September 2022 until 28 February 2023 ) R83.66
  - (iii) Year 2: (From 1 March 2023 until 29 February 2024 ) R87.85
- (c) R43.83 if the client restricts the driver's hours of work to 14 hours or less, but not less than 13. This amount is to be increased as follows:
  - Year 1: (From 1 March 2022 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2022 until 31 August 2022) R46.02
  - (ii) Year 1: (From 1 September 2022 until 28 February 2023 R46.48
  - (iii) Year 2: (From 1 March 2023 until 29 February 2024 ) R48.80

### 6. Dual Driver Subsistence

- (1) The dual-driver subsistence shall be as follows:
  - (i) Year 1: (Date to be determined by the Minister until 28 February 2023)
     R285.68 per day (Absence plus 3 meals)
     (3 meal allowances of R36.55each and base portion of R176.04 per shift)
     subject to Clause 67A of this agreement.
  - (ii) Year 1: (From 1 September 2022 until 28 February 2023)
    R288.54 per day (Absence plus 3 meals)
    (3 meal allowances of R36.92 each and base portion of R177.80 per shift) subject to Clause 67A of this agreement.
  - (iii) Year 2: (From 1 March 2023 until 29 February 2024)
    R302.97 per day (Absence plus 3 meals)
    (3 meal allowances of R38.77 each and base portion of R186.69 per shift) subject to Clause 67A of this agreement.
- (2) A driver who does not qualify for the standard subsistence allowance as per clause 36A of the Main Collective Agreement, will receive the difference between

the Dual Driver Subsistence Allowance and the standard subsistence allowance as specified in clause 36A of the Main Collective Agreement.

### 7. Membership: Provident / Pension Fund

- (1) Every employee for whom minimum wages are prescribed in Schedule 5 of this Collective Agreement shall at all times be a member of a provident or pension fund which is registered in terms of the provisions of the Pension Funds Act, 24 of 1956 as amended.
- (2) The non-payment of provident/pension fund contributions deducted by employers is a criminal offence in terms of the Financial Sector Regulation Act, 09 of 2017."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 25th day of January 2022.

J Mazibuko Chairperson of the Council

PRW Meier Deputy Chairperson of the Council

CM Ndlovu National Secretary of the Council

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