



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11836

Regulasiekoerant

Vol. 719

28

May
Mei

2025

No. 52740



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ISSN 1682-5845



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PROCLAMATIONS • PROKLAMASIES

PROCLAMATION NOTICE 262 OF 2025**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, **NOMAKHOSAZANA METH**, 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 the Second Monday after the publication of this Notice until **28 February 2027**.



MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 27 MAY 2025

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS
INDUSTRY****AMENDMENTS TO THE MAIN COLLECTIVE AGREEMENT**

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

ROAD FREIGHT ASSOCIATION (RFA)

NATIONAL EMPLOYERS' ASSOCIATION OF SOUTH AFRICA (NEASA)

CONSOLIDATED EMPLOYERS ORGANISATION (CEOSA)

(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)

TIRISANO TRANSPORT & SERVICES WORKERS UNION (TASWU)

NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA (NUMSA)

(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. R.410 of 9 July 2021, Government Notice No. R.549 of 14 September 2021, and Government Notice No. R. 831 of 11 February 2022, Government Notice No. R.1692 of 23 March 2023, Government Notice No. R.3727 of 28 July 2023, and Government Notice No. R. 4988 of 21 June 2024.

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:

- Basic Rigger Driver;
- 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:
- (a) Employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;
 - (b) other categories of employees, listed in schedule 7 who qualify for the across-the-board increases, as well as payments and benefits specified to the employers of such employees; and
 - (c) owner-drivers and their employees only insofar hours of work and limitations on hours of work and registration with the Council is concerned.
- (3) Subject to clause (4), this Agreement applies to owner-drivers and the employees of owner-drivers.
- (4) An owner-driver –

- (a) who is an employer must observe the same hours of work and limitations on hours of work that are prescribed in this Agreement for employees;
 - (b) who possesses only one motor vehicle and is the permanent driver of that vehicle is only required to comply with the requirements of subparagraph (a) of this clause and clause 45.
- (5) Part 10 of this Agreement sets out provisions that apply to particular categories of employees. It –
- (a) specifies categories of employees in respect of whom only particular provisions of this Agreement apply;
 - (b) provides provisions that apply to specific categories of employees in addition to the rest of the Agreement;
 - (c) modifies certain provisions of this Agreement for the purposes of specific categories of employees.

2. Duration of the agreement

- (1) This Agreement is binding to employers and employees of the industry effective from 1 March 2025 or date to be determined by the Minister but not earlier than 1 March 2025 until 28 February 2027.
- (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 2025 until 28 February 2027.

PART 10: PROVISIONS APPLICABLE TO PARTICULAR CATEGORIES OF EMPLOYEES

- **Clause 61: Part-Time Employees**

Add new clause 61 subclause (1) as follows:

Clause 61 (Part-time employees): "The provisions of this clause do not apply to employees of a temporary service provider."

- The old subclause (1) is now subclause (2)
- The old subclause (2) is now subclause (3)
- The old subclause (3) is now subclause (4)
- The old subclause (4) is now subclause (5)
- The old subclause (5) is now subclause (6)
- The old subclause (6) is now subclause (7)

- **Clause 66: Temporary Employees of Temporary Employment Services**

Substitute clause 66 subclause 1(a) and (b) as follows:

- (1) An employee of a temporary employment service who is provided to clients within the Industry for a period –
 - (a) in excess of 60 uninterrupted days, is deemed to be an ordinary employee and all relevant provisions of this Agreement are applicable to that employee.
 - (b) of less than 60 uninterrupted days, is deemed to be a temporary employee of that temporary employment service, and only the provisions of this clause, and clause 69 and clause 2 (1) (a) of Schedule 4 of this Agreement apply to those employees.

Add a new clause 66 subclause (1) (c) as follows:

- (c) An employer must not deliberately manipulate the 60 uninterrupted days in an attempt to purposefully circumvent the provisions of this clause.

Substitute clause 66 subclause 2 as follows:

- (2) For the purposes of this clause (clause 66), there must be a validly concluded contract of employment between the employee (of a temporary employment service provider) and the temporary employment service provider.

Add a new clause 66 subclause (3) as follows:

- (3) The normal weekly minimum wage of a temporary employment service employee is calculated as a proportion of the wage prescribed in Schedule 5 for the class of work actually performed by that employee. Despite sub-clause 1(a) above, the temporary employment service employee will still be paid the prescribed minimum rate for the hours actually worked. An employee of a temporary employment service provider as referred to in this clause who works for less than five hours on any scheduled day must be paid a minimum of five hours on that day.

Add a new clause 66 subclause (4) as follows:

- (4) Despite sub-clause 1(a) above, all contributions towards any of the Council's benefit funds, levies and expenses will be based on the rate specified in sub-clause 3 above and will be calculated on the wage earned by a temporary employment service employee for work actually performed within the industry.

- The old subclause (3) is now subclause (5)
- The old subclause (4) is now subclause (6)
- The old subclause (5) is now subclause (7)
- The old subclause (6) is now subclause (8)

- **Clause 69: Expenses of the Council**

Substitute clause 69 subclause (2), as follows:

- (2) Subject to clause 66(4), employees for whom minimum wages are prescribed an amount equivalent to 0,4 percent per week of an employee's normal basic weekly wage shall be deducted by an employer from the wage of every employee, including a part-time employee, a relief employee and a temporary employee of a temporary employment service, in his or its employ who works one or more days in a week. To the amount so deducted the employer shall add a like amount and pay the total by not later than the 20th day of each month following that to which it relates, at the Head Office of the Council at Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.

- **Schedule 2: Definitions**

Add a new definition for 'Employee of a Temporary Employment Service' as follows:

"Employee of a temporary employment service" means a permanent or fixed-term employee of a temporary employment service referred to in Clause 66 of the Agreement, who renders services to a client that operates in the industry and falls within the registered scope of the Council.

Substitute the Hourly Wage Rate Definition as follows:

"Hourly wage rate" means, subject to Clause 66(3), the weekly wage divided by the number of ordinary hours of work worked by an employee in a week.

Substitute the Ordinary Hours of Work Definition as follows:

"Ordinary hours of work" means, subject to Clause 66(3), the hours of work prescribed in Clause 3(2) or, if by agreement between an employer and employee, the employee works a lesser number of ordinary hours, those lesser hours.

Add a new definition for 'Uninterrupted Days Definition' as follows:

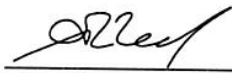
"Uninterrupted days" means consecutive days worked within the industry, including any period of authorized paid leave, without interruption of this period.

Substitute the Wage Definition as follows:

"wage" means-

- (a) subject to Clause 66(3), the amount of money payable to an employee as a basic wage in terms of Schedule 5 in respect of the employee's ordinary hours of work; or
- (b) a larger amount than that prescribed in Schedule 5 that an employer regularly pays an employee in respect of ordinary hours of work, but excludes any bonus.

Signed at Johannesburg, for and on behalf of the parties to the Council, this 26 day of
February _____ 2025.



R REDDY
Chairperson of the Council



J MAZIBUKO
Deputy Chairperson of the Council



CM Ndlovu
National Secretary of the Council

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