


DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 624 OF 2020

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: EXTENSION TO NON-PARTIES OF THE COVID-19 PERSONAL PROTECTIVE EQUIPMENT MAIN COLLECTIVE 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 with effect from the Second Monday after publication of this Notice and shall remain in force until such time when the declaration of the national disaster remain in force.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 23/10/2020

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY
(NBCRFLI)****COVID-19 PERSONAL PROTECTIVE EQUIPMENT 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)

**TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH AFRICA (TAWU)
PROFESSIONAL TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH AFRICA (PTAWU)
(ACTING JOINTLY WITH TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH AFRICA IN
TERMS OF CLAUSE 6.14 OF THE NBCRFLI CONSTITUTION)**

(hereinafter referred to in this Agreement as the "trade unions"), on the other part,

being the parties to the National Bargaining Council for the Road Freight and Logistics Industry.
(hereinafter referred to in this Agreement as the "Bargaining Council")

SCHEDULE OF COVID-19 PERSONAL PROTECTIVE EQUIPMENT COLLECTIVE AGREEMENT**A. PREAMBLE**

- (1) This Agreement is entered into pursuant to the provisions of the Directive on COVID-19 Occupational Health and Safety Measures in the Workplace issued on 28 April 2020 by Department of Employment and Labour for employers to deal with COVID-19 at workplaces. In this regard, the Department of Employment and Labour appealed to employers to use the prescriptions of the OHS Act and in particular the provisions of the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.
- (2) The purpose of this agreement is to align Covid-19 health and safety standards in the industry with the above-mentioned Directive on COVID-19 Occupational Health and Safety Measures in the Workplace that stipulate measures that must be taken by employers in order to protect the health and safety of workers and members of the public who enter their workplaces or are exposed to their working activities.
- (3) The objective of the Directive on COVID-19 Occupational Health and Safety Measures in the Workplace is to ensure that the measures taken by employers under OHS Act are consistent with the overall national strategies and policies to minimise the spread of COVID-19.
- (4) The OHS Act, read with its regulations and incorporated standards, requires an employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.
- (5) The OHS Act further requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety.
- (6) The Directive on COVID-19 Occupational Health and Safety Measures in the Workplace is based on the prevention of the transmission of infections and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.

- (7) The Directive on COVID-19 Occupational Health and Safety Measures in the Workplace Agreement does not reduce the existing obligations of the employer in terms of OHS Act nor prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.
- (8) This Agreement must be read in conjunction with the Regulations which government would issue from time to time.

B. PERIOD OF APPLICATION

- (1) This Agreement shall remain in force for as long as the declaration of a national disaster published in *Government Gazette* 43096 on 15 March 2020 remains in force.

C. APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed by employers and employees in the Road Freight and Logistics Industry as defined hereunder, in the Republic of South Africa:

“Road Freight and Logistics Industry” or “Industry” means the industry in which employers and their employees, as defined in Paragraph A hereunder, are associated for carrying on one or more of the following activities for hire or reward:

- (i) The transportation of goods by means of motor transport;
- (ii) The storage of goods, including the receiving, opening, unpacking, packing, despatching and clearing or accounting for of goods where these activities are ancillary or incidental to paragraph (i); and
- (iii) The hiring out by temporary employment services of employees for activities or operations which ordinarily or naturally fall within the transportation or storage of goods as contemplated by paragraphs (i) and (ii) of this definition.

The “transportation of goods” does not include the undertakings, industries, trades or occupations in respect of which the following bargaining councils are registered:

- (i) Transnet Bargaining Council; and
- (ii) Motor Ferry Industry Bargaining Council of South Africa.

For the purposes hereof-

"Paragraph A" means those employees in the Road Freight and Logistics Industry, as defined above, in the categories as mentioned hereunder:

(A) Employees covered by the definition of the Industry as defined above:

- General workers;
- Security guards, security officers, custodians, vehicle guards, team leaders;
- Motor vehicle drivers;
- Key Marshalls (Cash in Transit);
- Cage Men (Cash in Transit);
- Artisan assistants, semi-skilled artisans, repair shop workers;
- Operators;
- Dispatch clerks, checkers, packers/loaders;
- Storemen;
- Personal assistants, receptionists, clerks, administrators, data capturers, chemical cleaners;
- Junior controllers, branch administrators, driver trainers;
- Box Room Marshalls (Cash in Transit);
- Radio Controllers (Security Officer III) (Cash in Transit);
- Tactical Support Officers / Team Leaders (Security Officer II) (Cash in Transit);
- Counting House Tellers (Cash in Transit);
- Box Staff (Cash in Transit);
- Client Liaison Officers (Cash in Transit);
- Training Officers (Cash in Transit);
- General Worker: Cleaners (Cash in Transit);
- Receptionist (Cash in Transit).

(2) Notwithstanding the provisions of sub-clause (1), this Agreement shall apply to:

- (a) Employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;**
- (b) other categories of employees, listed in schedule 7 of the Main Collective Agreement who qualify for the across the board increases, as well as payments and benefits specified to the employers of such employees; and**

(3) This Agreement also applies to owner-drivers, and to the employees of owner-drivers.

D. ADMINISTRATIVE MEASURES

- (1) Every employer must establish the following administrative measures:
- 1.1 undertake the necessary risk assessment to give effect to the minimum measures required by this Agreement taking into account the specific circumstances of the workplace.
 - 1.2 notify employees of the contents of this Agreement and the manner in which it intends to implement it.
 - 1.3 Employers with less than 10 employees need only apply the measures set out in clause G (l) of this Agreement.
 - 1.4 An employer who employs more than 500 employees, must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of Occupational Health and Safety Act to the Health and Safety Committee and the Department of Employment and Labour.
 - 1.5 inform employees who are sick or have symptoms associated with the COVID-19 virus that they must not come to work and to take paid sick leave in terms of section 22 of the Basic Conditions of Employment Act.
 - 1.6 Appoint a manager to address the concerns of employees or workplace representatives and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazards in that workplace and the measures that need to be taken.
 - 1.7 Ensure that the measures required by this Agreement and its risk assessment plan are strictly complied with through monitoring and supervision.
 - 1.8 As far as practicable, minimise the number of workers at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing.
 - 1.9 Implement measures to minimize contact between workers as well as between workers and members of the public.

1.10 Provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms.

1.11 If a worker has been diagnosed with COVID-19, -

- Inform the Department of Health and the Department of Employment and Labour;
- Investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and
- It must give administrative support to any contact-tracing measures implemented by the Department of Health.

E. SOCIAL DISTANCING MEASURES

- (1) Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable, ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer.
- (2) If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must-
 - arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or
 - supply the employee free of charge with appropriate PPE based on a risk assessment of the working place at all times.
- (3) Ensure social distancing through supervision of the workplace and common areas, i.e. divide workforce into groups, stagger break times, etc.

F. HEALTH AND SAFETY MEASURES

Every employer must implement the following health and safety measures:

(1) SYMPTOM SCREENING

- 1.1 Screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);
- 1.2 Request every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and
- 1.3 Require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 1.1 and 1.2 above while at work.
- 1.4 If an employee present with or report such symptoms and is not at work, the employee may not enter the workplace.
- 1.5 If the employee is already at work and present with or report such symptoms, the employer must:
 - Isolate the employee must be isolated and arrangements made for their safe transport for a medical examination or testing and for self-isolation. In a manner that does not place other workers or members of the public at risk;
 - assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission.
- 1.6 Ensure employee is tested or referred for testing and placed on sick leave as per the BCEA
- 1.7 If there is evidence that the employee contracted COVID-19 at work, a claim must be submitted in terms of COID.
- 1.8 If an employee has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:
 - The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;
 - the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and

- the employer closely monitors the worker for symptoms on return to work.

(2) SANITIZERS, DISINFECTANTS AND OTHER MEASURES

- 2.1 Employer must provide employees with sufficient quantities of hand sanitiser with at least 70% alcohol content.
- 2.2 If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting.
- 2.3 Ensure all work surfaces, equipment, shared equipment and common areas are disinfected regularly. Ensure biometric systems are COVID-19 proof or disable them.
- 2.4 Ensure there are adequate facilities for hand washing with paper towels for drying hands.

(3) CLOTH MASKS

- 3.1 Employees must be provided with at least two cloth masks to wear while at work or commuting.
- 3.2 Employees are required to wear mask at work.
- 3.3 Ensure that employees are properly instructed as to how to use and care for the mask correctly.
- 3.4 Observe sectoral guidelines regarding the number of masks and replacing thereof where applicable.
- 3.5 All stakeholders must wear mask when entering the premises.

(4) MEASURES IN RESPECT OF WORKPLACES TO WHICH PUBLIC HAVE ACCESS

Depending on what is reasonably practicable given the nature of the workplace, every employer must-

- 4.1 arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or
- 4.2 put in place physical barriers or provide workers with face shields or visors;
- 4.3 if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health;
- 4.4 if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;
- 4.5 require members of the public, including suppliers, to wear masks when inside their premises.

(5) VENTILATION

Every employer must –

- 5.1 keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;
- 5.2 ensure that filters are cleaned and replaced regularly.

(6) OTHER PPE

- (1) Every employer must check regularly on the websites of the National Department of Health, National Institute of Communicable Diseases and the National Institute for Occupational Health whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

G. SMALL BUSINESSES

- (i) Employers with less than 10 employees:
 - Do a Risk Assessment.
 - Observe social distancing as described above.

- Employees who present with symptoms as set out above are not allowed to work and the employer must contact the COVID-19 hotline for instructions and advise the employee accordingly.
- Provide employees with cloth masks or a cloth cover when at work.
- Provide sanitizers, soap and clean water and disinfectants to clean workstations.

H. WORKER OBLIGATIONS

- (1) In addition to the obligations of employees under the OHSA, every employee is obliged to comply with measures introduced by their employer as required by this Agreement.

I. MONITORING AND ENFORCING THE AGREEMENT

- (1) Designated agents are empowered to enforce the provisions of this Agreement as promulgated by the Minister of Employment and Labour in terms of regulation 10 (8) issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002).
- (2) An Agent designated in terms of section 33 of the Labour Relations Act 66 of 1995, may perform any of the functions in section 33(1A) of the Labour Relations Act and exercise any of the powers listed in schedule 10 of the Labour Relations Act 66 of 1995 in order to monitor compliance with this Agreement. The powers of Designated Agents as listed in aforesaid mentioned schedule 10 of the Labour Relations Act 66 of 1995 are as follows:
 - (i) A designated agent may, without warrant or notice at any reasonable time, enter any workplace or any other place where an employer carries on business or keeps employment records, that is not a home, in order to monitor or enforce compliance with this agreement.
 - (ii) If it is practicable to do so, the employer and the relevant trade union representing employees at the workplace must be notified that the designated agent is present at a workplace and of the reason for the designated agent's presence.
 - (iii) In order to monitor or enforce compliance with this agreement a designated agent may-
 - a. require a person to disclose information, either orally or in writing, and either alone or in the presence of witnesses, on a matter to which this agreement relates, and require that disclosure to be under oath or affirmation;
 - b. inspect and question a person about any record or document to which this agreement relates;

- c. copy any record or document referred to in paragraph (b) above or remove these to make copies or extracts;
 - d. require a person to produce or deliver to a place specified by the designated agent any record or document referred to in paragraph (b) above for inspection;
 - e. inspect, question a person about, and if necessary remove, an article, substance or document present at a place referred to in sub items 2 (i) and (ii) above;
 - f. question a person about any work performed; and
 - g. perform any other prescribed function necessary for monitoring or enforcing compliance with this agreement.
- (iv) A designated agent may be accompanied by an interpreter and any other person reasonably required to assist in conducting an inspection.
- (v) A designated agent must-
- a. produce on request a copy of the authorization referred to in sub item 2 (iii) above;
 - b. provide a receipt for any record or document removed in terms of sub item (v) (e); and
 - c. return any removed record, document or item within a reasonable time.
- (vi) Any person who is questioned by a designated agent in terms of sub item (v) must answer all questions lawfully put to that person truthfully and to the best of that person's ability.
- (vii) An answer by any person to a question by a designated agent in terms of this item may not be used against that person in any criminal proceedings, except proceedings in respect of a charge of perjury or making a false statement.
- (viii) Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.
- (ix) The Bargaining Council may apply to the Labour Court for an appropriate order against any person who-
- a. refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability;
 - b. refuses or fails to comply with any requirement of the designated agent in terms of this item; or hinders the designated agent in the performance of the agent's functions in terms of this item.
- (x) Should an employer fails to comply with any of the provisions of this Agreement, a designated agent is entitled to issue compliance order against such an employer.

J. EXEMPTIONS PROCEDURE

- (1) The Exemption and Appeal applications shall be dealt with by the Exemptions and Appeals body established by Council.
- (2) The criteria applicable to Exemptions and Appeals are those set out in clause (74) of the Council's Main Collective Agreement, as amended.

K. DISPUTES RESOLUTION

- (1) Disputes arising from this Personal Protective Equipment Collective agreement shall be dealt with according to the Resolution of Disputes procedure set out in clause (75) of the Council's Main Collective Agreement.

DEFINITIONS

In this Agreement, unless the context indicates otherwise –

“BCEA” means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);

“COVID-19” means Coronavirus Disease 2019;

“Disaster Management Act” means the Disaster Management Act, 2002 (Act No.57 of 2002);

“OHSA” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“PPE” means personal protective equipment;

“virus” means the SARS-CoV-2 virus;

“worker” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer;

“workplace” means any premises or place where a person performs work.

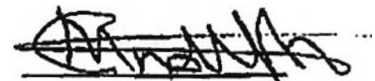
Signed at Johannesburg, for and on behalf of the parties to the Council, this 17 day of September 2020



PRW Meier
Chairperson of the
Council



J Mazibuko
Deputy Chairperson
of the Council



CM Ndlovu
National Secretary
of the Council

ANNEXURE A
GUIDELINES FOR INSPECTIONS OF COVID-19 OCCUPATIONAL HEALTH AND SAFETY
MEASURES IN THE WORKPLACES

Agent's Name: _____

Province: _____

Date of Inspection: _____

Name and Levy Number of company inspected: _____

ACTION	COMPLY		COMMENT
	NO	YES	
ADMINISTRATIVE MEASURES			
1. The employer has a risk assessment in place to give effect to the minimum measures required by this Agreement?			
2. Are the employees notified of the contents of this Agreement and the manner in which the company intends to implement it?			
3. Does the employer have less than 10 employees? If so, did the employer apply the measures set out in clause G (!) of this Agreement?			
4. Does the employer employ more than 500 employees? If so, (Did the employer submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of Occupational Health and Safety			

Act to the Health and Safety Committee and the Department of Employment and Labour?			
5. Are there measures in place the to inform employees who are sick or have symptoms associated with the COVID-19 virus that they must not come to work and to take paid sick leave in terms of section 22 of the Basic Conditions of Employment Act?			
6. Is there a manager appointed to address the covid-19 related concerns of employees or workplace representative and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazards in that workplace and the measures that need to be taken?			
7. Are the employees and members of the public, where relevant able to maintain the relevant social distance of one and half metres?			
8. Did the employer minimize the number of workers at the workplace through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing?			
9. Did the employer provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms?			

SOCIAL DISTANCING MEASURES			
10. Is the workplace arranged to ensure minimal contact between workers and as far as practicable, ensure that there is a minimum of one and half metres between workers while they are working, for example, at their workstations?			
11. Where it is not practicable to arrange work stations to be spaced at least one and a half metres apart, did the employer- <ul style="list-style-type: none"> ▪ Arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or • Supply the employee free of charge with appropriate PPE based on a risk assessment of the working place? 			
HEALTH AND SAFETY MEASURES			
SYMPTOM SCREENING			
12. Are all workers being screened, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing)?			
SANITIZERS, DISINFECTANTS AND OTHER MEASURES			
13. Are all employees and the person with whom they interact with having access at all times to hand sanitizer?			

14. Are all sanitisers 70%+ alcohol based?			
15. Are there a strict cleaning routine procedures that have been introduced ,that includes wiping down (sanitising) all surfaces.			
16. Do employees have access to soap and running clean water to wash their hands?			
CLOTH MASKS			
17. Are all employees provided with at least two cloth masks to wear while at or commuting?			
18. Are all employees wearing masks?			
MEASURES IN RESPECT OF WORKPLACES TO WHICH PUBLIC HAVE ACCESS			
19. Is the workplace arranged to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public?			
20. Did the employer display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace?			
21. For any sections where there is public interaction are there physical barriers or face shields or visors provided to workers?			

<p>22. Are all persons entering the workplace other employees screened to ascertain whether they have any of the observable symptoms associated with COVID-19?</p>			
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<p>Overall Comments: _____</p> <p>_____</p> <p>_____</p>			
<p>Prohibitions:</p>			
<p>Contraventions:</p>			
<p>Improvements:</p>			
<p>Quality sign off:</p>			
<p>_____</p> <p>Agent signature</p>	<p>_____</p> <p>Date</p>	<p>_____</p> <p>Senior Agent Signature</p>	<p>_____</p> <p>Date</p>