

ARBITRATION AWARD

Case Number: RFBC 79841

Panellist: W Kruger

Date of Award: 19 June 2026

In the **ARBITRATION** between

RETUSA obo Members

(Union / Applicant)

And

Nepomuceno Logistics (Pty) Ltd and thers

(Respondent)

Employee's representative: As per the attendance register

Employee's address: _____

Telephone: _____

Telefax: _____

E-mail: _____

Respondent's representative: As per the attendance register

Respondent's address: _____

Telephone: _____

Telefax: _____

E-mail: _____

DETAILS OF HEARING AND REPRESENTATION

1. This matter was heard at the office of the NBCRFRLI in Tshwane on several days and finalized on 18 June 2026.
2. The pleadings were as follows:
 - The Applicant filed a statement of case;
 - The 1st, 3rd, 4th and 5th Respondents filed a statement of response;
 - The Applicant submitted a bundle;
 - Only the Applicant filed Heads of Argument;
 - All the parties had the opportunity to make oral submissions;
3. The hearing was digitally recorded.

THE BACKGROUND TO THE DISPUTE

4. This dispute concerns the interpretation and application of Schedule 2 of the Main Collective Agreement ("MCA") of the National Bargaining Council for the Road Freight and Logistics Industry, specifically the definition of the term "drive" and the job categories applicable to drivers and general workers. The Applicant, RETUSA, contends that the MCA distinguishes between the duties of a driver and those of a general worker and that a driver's duties are limited to activities associated with driving a motor vehicle and responsibilities connected to the vehicle and its load. According to the Applicant, the MCA does not permit employers to require drivers to perform loading or offloading duties, as such duties fall within the definition of a general worker.
5. The Respondents dispute this interpretation and contend that the MCA contains no express prohibition preventing drivers from assisting with loading or offloading activities. They argue that the definition of "drive", which includes "any time spent by the driver in connection with the vehicle or its load", is sufficiently broad to encompass ancillary duties associated with the transportation of cargo. The Respondents further contend that the MCA classifies employees for wage and grading purposes and does not seek to exhaustively define or limit all duties that may be performed by a driver.
6. The dispute therefore centres on whether the MCA prohibits drivers from performing loading and offloading duties and, more specifically, whether a driver may perform duties that fall within the definition of a general worker without acting outside the scope of the driver category as defined in Schedule 2 of the MCA.

ISSUES TO BE DECIDED

7. Prior to the commencement of the arbitration proceedings, the Applicant, the Second, Third, Fourth and Fifth Respondents agreed to a written Terms of Reference which defined the issues to be determined in this matter. In terms thereof, the Commissioner is required to determine the proper interpretation and application of Schedule 2 of the Main Collective Agreement of the National Bargaining Council for the Road Freight and Logistics Industry.
8. More specifically, the Commissioner is required to determine:

- Whether the Main Collective Agreement prohibits drivers from performing loading and/or offloading duties.
 - Whether, with specific reference to the definition of "drive" contained in subparagraph (c) of Schedule 2 of the Main Collective Agreement, the duties associated with loading and offloading fall within the scope of a driver's functions.
 - Whether a driver may perform duties that fall within the definition of a "general worker" as contained in Schedule 2 of the Main Collective Agreement, or whether the performance of such duties is prohibited by the Agreement.
9. The dispute therefore turns on the proper interpretation of the relevant provisions of Schedule 2 of the Main Collective Agreement and whether those provisions permit, prohibit or otherwise regulate the performance of loading and offloading duties by employees employed as drivers.

The Main Collective Agreement

10. ***Schedule 2 of the Main Collective Agreement defines a driver as follows:***

"Driver" means an employee who engages in driving a motor vehicle.

11. *The definition of the term "drive" contained in Schedule 2 of the Main Collective Agreement, which provides that "drive" includes:*

- *all periods of driving;*
- *all periods during driving when the driver of a motor vehicle is obliged to remain at his or her post in readiness to drive; and*
- *any time spent by the driver in connection with the vehicle or its load.*

SUMMARY OF EVIDENCE AND ARGUMENT

The evidence/arguments/submissions on behalf of the parties are summarized, and this is not a verbatim record thereof. Only the evidence/arguments/submissions deemed necessary for purposes of this award are reflected.

THE APPLICANT'S CASE:

12. The Applicant, RETUSA, referred an interpretation and application dispute in terms of section 24 of the Labour Relations Act concerning the proper interpretation of Schedule 2 of the Main Collective Agreement ("MCA"), specifically the definition of a driver and the definition of the term "drive". The Applicant contends that the MCA clearly distinguishes between the duties of a driver and those of a general worker and that each category performs separate and distinct functions.

13. The Applicant submitted that a driver is defined in the MCA as an employee who engages in driving a motor vehicle. While the definition of "drive" includes time spent in connection with the vehicle or its load, the Applicant argued that this does not extend to the physical loading or offloading of freight. According to the Applicant, interpreting the definition in that manner would effectively convert a driver into a general worker.
14. The Applicant further submitted that Schedule 2 specifically defines a general worker as an employee engaged in duties such as carrying, lifting, packing, unpacking, loading and unloading goods. Since loading and offloading are expressly included within the definition of a general worker, the Applicant contends that these duties do not form part of the functions of a driver.
15. The Applicant argued that the current interpretation adopted by some employers' results in drivers being instructed to perform general worker duties. This, according to the Applicant, is inconsistent with the job categories contained in the MCA and undermines the distinction created by the collective agreement between drivers and general workers.
16. The Applicant submitted that a driver's responsibility in relation to the load is limited to ensuring that the correct goods are loaded, transporting the goods to their destination, safeguarding the vehicle and load during transit, supervising the loading and offloading process, and completing the necessary documentation such as trip sheets and proof of delivery documents. The Applicant contends that these responsibilities do not require the driver to physically load or offload cargo.
17. The Applicant accordingly seeks an interpretation of the MCA confirming that drivers may not be required to perform loading or offloading duties and that such duties fall exclusively within the scope of work performed by general workers.

THE FIRST, SECOND THIRD AND FOURTH RESPONDENT'S CASE

18. The First, Second, Third and Fourth Respondents oppose the interpretation advanced by the Applicant. They submit that the Main Collective Agreement does not contain any provision that expressly prohibits a driver from assisting with loading or offloading cargo. According to the Respondents, the Applicant seeks to infer a prohibition from the fact that the MCA separately defines a "general worker", despite the absence of any clause exempting drivers from performing loading or offloading duties.
19. The Respondents contend that Schedule 2 of the MCA defines job categories and provides a framework for grading and minimum wages but does not seek to create rigid divisions between categories or prevent employees from performing ancillary duties associated with their employment. They submit that the purpose of Schedule 2 is to identify categories of employees and prescribe minimum employment conditions rather than to prohibit overlap between job functions.
20. The Respondents further argue that the Applicant's own interpretation acknowledges that drivers are responsible for the vehicle and its load, are required to verify stock before departure, complete delivery documentation and supervise loading and offloading activities. According to the Respondents, these responsibilities demonstrate that

drivers are not legally disconnected from the loading and offloading environment and that the MCA contemplates a broader role in relation to the cargo being transported.

21. The Respondents rely on the definition of "drive" contained in Schedule 2 of the MCA, which includes "any time spent by the driver in connection with the vehicle or its load". They submit that this definition is sufficiently broad to include duties associated with the handling of the load and that a driver who assists with loading or offloading remains engaged in activities connected with the vehicle and its cargo. On this interpretation, the MCA does not prohibit drivers from assisting with loading and offloading duties.
22. The Respondents also submitted that the duties performed by drivers are largely regulated by individual contracts of employment and operational requirements. In support of this contention, they referred to employment contracts and job descriptions used by the Second, Third and Fourth Respondents, which specifically require drivers to assist with or help offload products. They contend that these contractual provisions are consistent with the MCA and demonstrate that loading and offloading duties may lawfully form part of a driver's responsibilities.
23. The Respondents accordingly seek a finding that the MCA does not prohibit drivers from performing loading or offloading duties and that the performance of such duties does not convert a driver into a general worker.

The Fifth Respondent's Case

24. The Fifth Respondent, the Road Freight Association ("RFA"), opposed the interpretation advanced by the Applicant and submitted that the Main Collective Agreement ("MCA") does not prohibit drivers from performing loading or offloading duties. The Fifth Respondent argued that the Applicant seeks to create a limitation that does not appear in the wording of the MCA and that the distinction between a driver and a general worker does not mean that a driver is prohibited from performing duties that may also be performed by a general worker.
25. The Fifth Respondent submitted that the definition of a driver in Schedule 2 merely identifies the primary function of the position, namely driving a motor vehicle. The definition does not purport to provide an exhaustive list of all duties that may be performed by a driver. According to the Fifth Respondent, the collective agreement classifies employees for grading and remuneration purposes and does not create rigid barriers between job categories.
26. The Fifth Respondent further relied on the definition of "drive" in Schedule 2, which includes "any time spent by the driver in connection with the vehicle or its load". It submitted that this wording is broad and encompasses activities connected to the transportation of cargo. The Fifth Respondent argued that loading and offloading activities are intrinsically linked to the vehicle and its load and therefore fall within the scope of activities that may lawfully be performed by a driver.
27. The Fifth Respondent also submitted that if the parties to the MCA had intended to prohibit drivers from loading or offloading freight, they could have expressly included such a prohibition in the collective agreement. The absence of such wording demonstrates that the agreement does not restrict employers from requiring drivers to assist with loading or offloading operations where operationally necessary.
28. The Fifth Respondent further contended that the duties of employees are often regulated by contracts of employment, operational requirements and workplace practices. In the road freight industry, it is common for drivers

to perform ancillary duties connected with the transportation and delivery of goods, including assisting with loading or offloading cargo. Such duties do not alter the employee's status as a driver, nor do they convert the employee into a general worker.

29. The Fifth Respondent accordingly submitted that the MCA does not prohibit drivers from performing loading or offloading duties and that the interpretation sought by the Applicant should be rejected.

FACTS THAT WERE COMMON CAUSE

30. It is common cause that the dispute before the Commissioner concerns the interpretation and application of Schedule 2 of the Main Collective Agreement ("MCA") of the National Bargaining Council for the Road Freight and Logistics Industry. The parties are further agreed that Schedule 2 defines a driver as "an employee who engages in driving a motor vehicle" and that the term "drive" includes all periods of driving, all periods during which a driver is required to remain at his or her post in readiness to drive, and any time spent by the driver in connection with the vehicle or its load. It is also common cause that Schedule 2 contains a separate definition of a general worker, which includes duties such as carrying, packing, unpacking, loading and unloading goods.
31. The parties further agree that the Main Collective Agreement does not contain any express provision prohibiting drivers from loading or offloading freight. Equally, there is no express provision requiring drivers to perform such duties. The parties also agree that drivers are responsible for the transportation of goods, the safekeeping of the vehicle and its load, and the completion of the documentation associated with the transportation and delivery of goods.

FACTS THAT ARE IN DISPUTE

32. The real dispute between the parties concerns the proper interpretation of the definitions contained in Schedule 2. The Applicant contends that loading and offloading duties fall exclusively within the definition of a general worker and may therefore not be performed by a driver. The Respondents, on the other hand, contend that the MCA does not prohibit drivers from performing loading or offloading duties and that such duties may lawfully be performed as activities connected with the vehicle and its load. The interpretation of these provisions is therefore the central issue that the Commissioner is required to determine.

LEGAL CONSIDERATIONS

33. When interpreting a collective agreement, the approach articulated in **Natal Joint Municipal Pension Fund v Endumeni Municipality**¹ requires that the words used in the agreement be interpreted contextually and purposively, having regard to the language of the provision, the context in which it appears, and the purpose of the agreement as a whole. The process of interpretation is objective and involves attributing meaning to the words used by the parties in light of the document as a whole and the circumstances in which it was concluded, while avoiding interpretations

¹ 2012 (4) SA 593 SCA

that lead to unbusinesslike or absurd results. In the labour law context, **Western Cape Department of Health v Van Wyk**² emphasised that a collective agreement must be interpreted with regard to its aim, purpose and all its terms, bearing in mind that collective agreements are not ordinary commercial contracts but instruments concluded within the framework of the Labour Relations Act. The interpretation adopted must therefore be practical, fair to the parties and conducive to sound industrial relations, while giving effect to the intention of the parties as expressed in the agreement.

34. In **National Union of Metalworkers of South Africa v Motor Industry Staff Association and Others**³, the Labour Appeal Court reaffirmed that the interpretation of collective agreements must be undertaken within the statutory framework and objectives of the Labour Relations Act. The Court held that collective agreements differ from ordinary commercial contracts because they have a social and regulatory character and operate within a system of collective bargaining established by the LRA. While traditional contractual principles of interpretation remain relevant, they must be applied contextually and purposively, taking into account the purpose of the agreement, the broader statutory context and the need to promote sound and effective industrial relations. The interpretation adopted must therefore be practical, fair to both parties and consistent with the objects of the LRA, rather than a purely technical or contractual construction of the words used.
35. In **Rennie v Gordon & Another**⁴ the Appellate Division held that an implied term will only be read into an agreement where it is **necessary** to give business efficacy to the contract or where it is so obvious that it goes without saying. A court may not imply a term merely because it appears reasonable, fair or desirable to do so.

ANALYSIS OF EVIDENCE AND ARGUMENT:

36. The starting point in this matter is the wording of the Main Collective Agreement itself. The Applicant's case is premised on the contention that because the definition of a general worker expressly includes loading and offloading duties, drivers are prohibited from performing such duties. The difficulty with this interpretation is that the Main Collective Agreement contains no express provision stating that drivers may not load or offload freight. Indeed, it was common cause between the parties that no such prohibition exists.
37. In interpreting a collective agreement, the Commissioner is required to give effect to the language used by the parties. The purpose of interpretation is to determine what the parties agreed, not what one of the parties believes they should have agreed. While the Applicant's interpretation may have practical merit from an operational perspective, the Commissioner is not entitled to read words into a collective agreement that do not appear therein.
38. The Applicant's argument effectively requires the Commissioner to imply a term into the Main Collective Agreement to the effect that drivers are prohibited from loading and offloading goods. However, as held in **Rennie v Gordon & Another**, a term may only be implied where it is necessary to give business efficacy to the agreement or where it is so obvious that it goes without saying. A term cannot be implied merely because it appears reasonable, fair or desirable. In the present matter there is no basis upon which such a prohibition can be implied. The Main Collective

² (2014) 35 ILJ 3078 LAC

³ (2025) 46 ILJ 109 LAC

⁴ (103/87) 1987 SCA

Agreement functions perfectly well without the inclusion of such a term and there is nothing in the wording of the agreement which makes the implication of such a prohibition necessary.

39. Furthermore, the definition of "drive" expressly includes "any time spent by the driver in connection with the vehicle or its load". While this provision does not expressly state that drivers must load or offload goods, it demonstrates that the parties contemplated responsibilities extending beyond the mere physical act of driving. The wording adopted by the parties is broad and does not support the restrictive interpretation advanced by the Applicant.
40. The Commissioner is further not persuaded that the existence of a separate category for general workers necessarily excludes drivers from performing duties that may also fall within the scope of a general worker's functions. The purpose of Schedule 2 appears to be the classification of employees for grading and remuneration purposes. Had the drafters intended to create an absolute prohibition preventing drivers from loading or offloading freight, it would have been a simple matter to say so expressly.
41. The Applicant's interpretation requires the Commissioner to infer an intention that is not apparent from the language of the collective agreement. The Commissioner is unable to conclude that the parties intended to prohibit drivers from loading or offloading goods when they elected not to include such wording in the agreement. To do so would amount to adding terms to the collective agreement rather than interpreting it.
42. Having regard to the wording of Schedule 2, the context in which it appears, and the principles applicable to the interpretation of collective agreements, I am satisfied that the Main Collective Agreement does not prohibit drivers from performing loading or offloading duties. Whether an employer may require such duties to be performed in a particular workplace will depend on the employee's contract of employment, operational requirements and other applicable provisions of the Main Collective Agreement. However, the interpretation sought by the Applicant cannot be sustained on the wording of the collective agreement itself.
43. For these reasons, the interpretation and application dispute referred by the Applicant falls to be dismissed.

AWARD

I therefore make an award in the following terms:

44. I find that the interpretation and application dispute referred by the Applicant is dismissed.
45. The Main Collective Agreement does not prohibit drivers to perform loading and off-loading duties with specific reference to the definition of drive as contained in the MCA.
46. A Driver is not prohibited from performing duties associated with loading and off loading regardless of whether these duties are listed in the definition of a general worker.



Werner Kruger
PANELIST