


No. R. 662

5 September 2014

## LABOUR RELATIONS ACT, 1995

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: EXTENSION OF  
PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT

I, MILDRED NELISIWE OLIPHANT, the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice No. R. 661 of 2014-09-05 by a further period ending 30 June 2015.

  
MINISTER OF LABOUR  
20/8/2014

**SCHEDULE:****SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL (SARPBAC)****RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT**

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

**SOUTH AFRICAN BUS EMPLOYERS' ASSOCIATION****AND****COMMUTER BUS EMPLOYERS' ASSOCIATION**

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

**SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION****TRANSPORT AND ALLIED WORKERS UNION OF SOUTH AFRICA****AND****TRANSPORT AND OMNIBUS WORKERS UNION**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,  
being the parties to the South African Road Passenger Bargaining Council (SARPBAC)

(hereinafter referred to as the "Bargaining Council")

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## **1. SCOPE OF APPLICATION**

### **1.1. SCOPE OF APPLICATION**

The terms of this agreement shall be observed in the Road Passenger Transport Trade:

- 1.1.1. by all Employers who are members of the Employers' Association and by all Eligible Employees who are members of the trade unions.
- 1.1.2. by all Employers and Eligible Employees within the Road Passenger Transport Trade in the Republic of South Africa, the agreement shall also apply and be binding upon all Parties and/or Individuals to whom the operation of the collective agreement is extended in terms of Section 32 of the Labour Relations Act (LRA) of 1995.
- 1.1.3. Clauses 1.1.1. and 1.2, of this Agreement shall not apply to Employers and Employees who are not members of the Employers' Association and trade unions respectively.

## **2. CLAUSE 1.2. PERIOD OF AGREEMENT**

This Agreement shall come into operation for the parties to this Agreement on 1 July 2014 and for non parties on such date as may be decided upon by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995 and shall remain in force until 30 June 2015 or until replaced by a subsequent agreement and shall be applicable to all Eligible Employees.

## **3. SPECIAL PROVISIONS**

The provisions of clause 36.1 of the Agreement published under Government Notice R.604 of 16 August 2013 as extended by Government Notice No. R.505 of 27 June 2014 (hereinafter referred to as the Former Agreement, as further extended, renewed, re-enacted and amended from time to time, shall only apply to employers and employees who are members of the employers' association and the trade unions, respectively.

#### 4. GENERAL PROVISIONS

The provisions of clauses 2 to 35 and clauses 36.2 to 41 and Annexure 1 to 3 of the Former Agreement shall apply to employers and employees

#### 5. CLAUSE 3. ACROSS THE BOARD INCREASE

Substitute the following for sub-clause 3.2

"3.2 An across-the-board increase of 9.5% on the base rate of pay with effect from the coming into operation of this agreement until 30 June 2015.

#### 6. CLAUSE 4. MINIMUM BASIC WAGE

Substitute the following for clause 4

The minimum hourly wage for Employees will not be less than R24.25 per hour with effect from the coming into operation of this agreement until the 30 June 2015.

#### 7. CLAUSE 6: ORDINARY HOURS OF WORK AND OVERTIME

Substitute the following for clause 6.8

7.1. **Sunday** – Employees working on a Sunday which is not their weekly day off will be compensated at a rate of 1.5 times their normal rate for each hour worked on the Sunday.

#### 8. CLAUSE 9. SUBSISTENCE & TRAVEL ALLOWANCE

Substitute the following for clause 9:

#### CLAUSE 9. SUBSISTENCE & TRAVEL ALLOWANCE

9.1 An Employee, who is away from his Employer's establishment on special hire/charter duties or on instructions from his

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Employer and is, as a consequence thereof and at the instruction of the Employer, required to sleep out, will be paid an allowance of R460.00 for each night that he is required to sleep out to cover the costs of meals and accommodation.

9.2 An Employee, who is away from his Employer's establishment, for more than 7 hours and 20 minutes, on special hire/charter duties or on the instruction of the Employer, but is not required/instructed by the Employer to sleep out, will be paid a meal allowance of R6.80 per hour for each completed hour of such special hire/charter or absence.

9.3 The above allowances will not be paid where, in terms of the Employer procedures, the Employer or a third party provides accommodation and/or food, pays for such expenses directly or where accommodation and/or food are made available at no cost to the Employee."

#### 9. **CLAUSE 10. NIGHT SHIFT ALLOWANCE**

Substitute the following for clause 10:

#### **CLAUSE 10: NIGHT SHIFT ALLOWANCE**

A night-shift allowance of R6.20 per hour will be payable to Employees for work performed between 20:00 and 03:00 (including meal breaks)."

#### 10. **CLAUSE 12: CROSS BORDER EXPENSES**

Substitute the following for clause 12:

#### **CLAUSE 12: CROSS BORDER EXPENSES**

When an employee is required by the employer to cross the South African National border into a foreign country, the employer will:

12.1 Reimburse the employee for the required expenses of obtaining a passport, visa, medical certificate and medication.

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- 12.2 Pay the employee who is away from the Employer's establishment on special hire/charter duties or on the instruction of the employer and is as a consequence thereof and at the instruction of the employer required to sleep out outside of South Africa, an allowance of R520-00 for each night that the employee is required to sleep out to cover the costs of meals and accommodation.
- 12.3 Pay an employee, who is away from his Employer's establishment, for more than 7 hours and 20 minutes on special hire/charter duties or on the instruction of the employer, but is not required/instructed by the employer to sleep out outside the border of South Africa, a meal allowance of R 8.00 per hour for each completed hour of such special hire/charter or absence.
- 12.4 The above allowance will not be paid where in terms of the Employer's procedures, the employer or a third party provides accommodation or food or pays for the food directly and where food and accommodation are available at no cost to the employee.
- 12.5 Where this clause applies, then clause 9 does not apply."

#### 11. **CLAUSE 19: LEAVE FOR TERMINALLY ILL EMPLOYEES**

Substitute the following for clause 19

##### **CLAUSE 19: LEAVE FOR TERMINALLY ILL EMPLOYEES**

A terminally ill Employee who requires treatment designed to counter the effects of the defined condition will be provided with terminally ill leave subject to the following conditions:

- 19.1 The leave will be made available solely for the purpose of hospitalisation or treatment that will require more than 2 days of absence as prescribed by a company appointed and/or approved certified specialist physician.
- 19.2 The Employee will be allowed a maximum of 18 working days leave in any one year at normal basic rates of pay.
- 19.3 The Employee must, prior to any leave being granted in terms of this clause, first have exhausted all his/her sick leave.
- 19.4 An Employee will be required to provide the Employer with prior notice of every treatment session as well as written proof, from the institution providing the prescribed treatment, of having undergone such treatment.

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- 19.5 Where companies provide sick leave in excess of the combined benefits that would accrue from clause 17 of this agreement and this clause, Employees working for such companies will not be entitled to the terminally ill benefit as provided for herein.
- 19.6 Leave provided in terms of this clause is not cumulative.
- 19.7 It is agreed that no further demands will be made until the negotiations of the agreement for 2018/2019 in relation to the number of days leave to be provided in terms of this clause when negotiating substantive conditions of employment.

## 12. CLAUSE 22. STUDY LEAVE

Substitute the following for clause 22:

### CLAUSE 22: STUDY LEAVE

Employees shall be entitled to paid study leave as follows:

- 22.1 days prior to and 1 day on the day of the examination per approved course, subject to a maximum of 12 days per annum for approved courses.
- 22.2 Approved course (as referred to in Annexure "D") for purposes of this clause, means a course approved in line with the existing company policy or a course included in the SARPBAC list of "Accredited Courses"
- 22.3 Study leave benefits are only applicable to examinations in courses undertaken at registered institutions of higher learning within South Africa.
- 22.4 Eligibility for the above benefit shall be subject to:-
- 22.4.1 Applications for Study Leave in terms of clause 22, setting out the details of the course(s) of study and the educational institution, must be received by the Employer not later than January in the year which the course(s) of study are to be undertaken.
- 22.4.2 Applications will be considered by the Employer in accordance with the Employer's operational requirements (the ability of the employer to efficiently and effectively operate its business)

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22.4.3 Employees whose applications are approved must, at least one month prior to embarking on any study leave in terms of clause 22, provide the employer with documentary proof of the employee's eligibility to write the exam.

22.5 Should a dispute arise out of the application of clause 22, the matter must be dealt with in terms of the companies' grievance procedure.

### 13. **CLAUSE 30. STATUS QUO**

Substitute the following for clause 30:

#### **CLAUSE 30: STATUS QUO**

All substantive terms and conditions of employment and benefits that were applicable at an employer as at the effective date of this agreement and are not regulated by the agreement, shall remain in force and effect. Further any existing substantive terms and condition of employment and benefits that were applicable as at the effective date of this agreement at a level higher/better than regulated in the agreement, such higher/better terms and conditions of employment and benefits shall continue to apply.

Therefore no employer shall reduce such substantive conditions of employment and benefits to the level of what is contained in the Main Agreement."

### 14. **39. LEVIES**

Substitute the following for clause 39:

#### **CLAUSE 39: LEVIES**

39.1 Employees for whom minimum basic wages are prescribed an amount of R 3.46 per week or R 15.00 per month of an Employee's normal basic wage shall be deducted by an Employer from the basic wage of every Employee.

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- 39.2 Other employees in the bargaining unit for which minimum basic wages are not prescribed, but who qualify for the across the board increases as per clause 3.2, an amount of R 3.46 per week or R 15.00 per month of an Employee's normal basic wage shall be deducted from the basic wage of every Employee, in his or its employ who works one or more days a week.
- 39.3 To the amounts deducted in terms of clause 39.1 and 39.2, the Employer shall add a like amount and pay the total by no later than the 7<sup>th</sup> of each month over to the council at First floor, Stonefountain House, 95 Klipfontein Road, Rondebosch, 7700, or into the councils bank account: SARPBAC, First National Bank, Account no. 62289781752, Branch Code 202409."

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15.....ANNEXURE A

Substitute the following for ANNEXURE A"

ANNEXURE A**JOB TITLES, GRADES, MINIMUM HOURLY RATES**

Job Title	Purpose Statement	Occupations Included	Range of Grades	Minimum Rate Per Hour from period of operation of the agreement to:
Artisan	Qualified artisan who holds the relevant trade papers. Artisan could include Diesel Mechanic, Auto Electrician, Body Builder, Painter, Welder and Spray Painter. Typical work would include the service, repair, maintenance, upgrade of vehicles/components, inspections. Conducts road tests, recovers breakdowns, and identifies / diagnoses faults/defects. Artisans may supervise and assist in training unqualified staff.	Artisan, Artisan Auto Electrician, Artisan Body Builder, Auto Electrician, Body Builder, Mechanic, Diesel Mechanic, Painter, Spray Painter, Welder.	P13-P10	R 48.68
Bus Driver	Drives a bus to transport passengers on scheduled services over established routes. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure the safe arrival of passengers. Ensures passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. This category is restricted to commercial contracts which are not subsidized by government.	Bus Driver	P15-P14	R 28.55

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Cabin Attendant	Provides assistance to passengers on a Luxury Coach. Tasks include serving of refreshments and ensuring passengers experience a comfortable journey.	Cabin Attendant	P14	R 42.96
Canteen Attendant	Maintains the cleanliness of the canteen and assists in the preparation and serving of food and beverages. Keeps the canteen clean and tidy.	Canteen Assistant Meals, Canteen Assistant Tea, Canteen Attendant	P18-P17	R 24.25
Cashier	Receives cash from drivers and/or ticket sellers and banks all cash received.	Cashier, Cashier - Ex DC.	P14-P12	R 24.25
Cleaner	Cleans and maintains office / yard / workshop / buses / vehicle parts / bellows, utilising the appropriate cleaning agents and cleaning tools.	Bellow Cleaner, Bus Cleaner, Bus Washer, Office Cleaner, Steam Cleaner, Steam Jenny Cleaner, Workshop Cleaner, Yard Cleaner.	P19-P18	24.25
Clerk	Performs administrative / clerical / stores / technical duties. Tasks may include filing, recording of data, copying, typing, handling petty cash, ordering of stationery/groceries, reporting, receiving and issuing of stock/parts or stock-taking. Additional duties may include attending to client queries/complaints, supervising and/or coordinating the workload of subordinates and/or operating on a senior administrative level.	Clerk, Assistant Contract Clerk, Receiving and Recon Clerk, Tyre Clerk, Taco Clerk, Operations Clerk, Planning Clerk, Terminal Clerk, Private Hire Clerk, Reservations Clerk, Scheduling Clerk, Technical Clerk, Waybill Clerk, Contract Clerk, Revenue Office Assistant, Special Hire Clerk, Stores Clerk, Engineering Clerk, Senior Clerk, Senior Store Clerk, Systems Clerk. Data Capturer.	P15 - P11	R 30.07
Cook	Prepares and serves meals to staff members. Compiles a weekly menu and assists in canteen administration. Supervises Canteen Attendants.	Chef	P15	R 34.35

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Despatcher	Books and despatches drivers on allocated routes to ensure buses depart on schedule and executes administrative-related functions. Duties may include signing on/off shifts for Bus Drivers, reporting of any incidents and analysing the AM and PM operation.	Depot Despatcher, Despatcher, Sub Depot Despatcher.	P13 - P12	R 37.22
Driver / Conductor	Drives a bus or luxury coach to transport passengers on the scheduled services over established routes. May issue tickets and collect fares. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure safe arrival of passengers. Ensures that passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. Includes all BRT operations.	Driver / Conductor, Duty Bus Driver, Luxury Coach Driver, Coach Driver, OMO.	P14-P12	R 37.22
Driver Instructor	Provides training to drivers and conducts evaluations on drivers.	Driver Instructor, Driver Training Instructor.	P12 - P11	R 42.96
ETM Technician	Services, repairs and maintains Electronic Ticket Machines.	ETM Repairer, ETM Technician, Wayfarer Mechanic, Setright Mechanic, Senior Setright Mechanic.	P14 - P10	R 31.51
Forklift Driver	Operates a forklift to move equipment within the premises.	Forklift Driver	P18	R 31.51
Fuel Attendant	Refuels buses /company vehicles.	Fuel Attendant, Diesel/Fuel Attendant.	P17-P16	R 24.25
Gardener	Maintains gardens, lawns, shrubs and trees. Loads and unloads goods and materials. May provide assistance in the washing of company cars and cleaning of windows.	Gardener, Garden Labourer, General Worker.	P18	R 24.25
Handyman	Performs general building maintenance and repair work for plumbing, electrical, building and paving activities.	Handyman, Handyman Building Maintenance, Handyman Electrical	P16-P11	R 32.92

Help Desk Administrator	Handles passenger complaints, issues refund-vouchers to passengers, issues trip vouchers, assists passengers with dead tags, records customer complaints, visits head office and provides feedback.	Help Desk Administrator	P14	R 41.66
Hospitality Representative	Meets and greets clients at airports and ensures that the correct vehicles are boarded.	Hospitality Representative	P13	R 29.95
Inspector	Executes and carries out inspection duties to investigate irregularities and ensure compliance to company policy - performs physical vehicle checks, evaluates driver compliance, monitors scheduled trips and audits the issuing of tickets and the collection of revenue.	Inspector	P13 - P11	R 37.34
Maintenance Assistant	Assists a qualified Artisan and has sufficient relevant experience to perform the work required.	Semi-skilled Body Builder, Semi-skilled Electrician, Semi-skilled Mechanic, Semi-skilled Shift Mechanic; Junior Body Builder, Junior Electrician, Junior Glazier, Junior Mechanic, Junior Body Builder, Junior Spray Painter, Operative B.	P14-P13	R 34.35
Maintenance Technician	Unqualified Artisan who is able to perform all technical duties not performed by an Artisan (auto electrician/body builder/diesel mechanic), but does not have the qualification (i.e. trade certificate).	B Artisan ( Auto Electrician, Body Builder, Diesel Mechanic), Workshop Operative, Honorary Artisan, Auto Elec Operative, Body Shop Operative, Operative A.	P13-P12	R 37.34
Messenger	Delivers and collects mail / documents and runs errands as required by the operation. May be required to drive a motorcycle or vehicle and hold the applicable license.	Messenger	P18-P15	R 24.33
Mobile Driver	Drives a light motor vehicle to transport personnel to and from the required location. Holds a code 08 (EB) license.	Mobile Driver	P18-P15	R 24.33

Porter	Loads and off loads luggage at major centres in an intercity environment.	Porter	P19	R 24.25
Receptionist	Performs front desk duties, operates the switchboard to attend to incoming calls, receives visitors to the organisation and responds to general enquiries. Performs clerical duties when required e.g. photocopying, handling mail, handling faxes.	Receptionist, Receptionist/Switchboard Operator, Switchboard Operator.	P14	R 31.51
Regulator	Records arrival and departure times of buses at terminal points to ensure buses keep to routes and schedules. Liaises with passengers on the service provided.	Regulator, Point Controller.	P14-P12	R27.20
Route Controller ✓	Ensures that specific routes are covered for passengers to arrive on time at destinations.	Route Controller	P12 - P11	R 68.70 <i>Stations</i>
Security Guard	Patrols and guards company assets and personnel and provides secure access control to the property.	Security Guard, Gatekeeper.	P17 - P16	R 25.79
Senior Cashier	Supervises Cashiers in the receipt and banking of cash received. Tasks include reconciling cash to ticket sales, liaising with customers, controlling safes, ensuring the smooth running of equipment at depots and conducting periodic depot spot checks.	Senior Cashier, Chief Cashier, Senior Cashier T/Seller	P13-P12	R 37.34
Senior Inspector	Supervisors a team of inspectors, works according to a pre-determined schedule and performs adhoc investigations. Liaises with passengers and driver conductors. Carries out a census.	Senior Inspector	P12-P11	<i>S/S</i> R 42.96
Senior Regulator	Supervises operational duties of Regulators, maintains an effective passenger information system and monitors passengers at platforms.	Senior Regulator, Senior Point Controller.	P12-P13	R 37.34

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Shunter Driver	Moves buses on company premises and between sections for maintenance activities. Road test buses as and when required by Artisans and workshop supervisors. Parks buses in stipulated areas. Drives buses through bus wash machines. Drives vehicles onto and off pits. Requires the applicable license.	Shunter Driver, Shunter Driver- Maintenance.	P16-P15	R 25.79
Stores Driver	Performs driving duties for stores e.g. collection of parts and other store items. Requires the applicable license.	Stores Driver	P15	R 24.33
Storeman	Establishes and maintains minimum and maximum stock levels, controls and checks the delivery of stock, issuing of parts and spares, keeps stock cards up to date, receives and books out spares, performs stock take, conducts spot checks on stocks, etc.	Storeman, Storeman Buyer, Storeman / Counterhand.	P15 - P12	R 31.51
Stores Assistant	Assists the Storeman with the issuing and receiving of parts in the store, physically moves stock (packing, unpacking) and drives a forklift to load and unload spares from delivery vehicles. Requires the applicable licence.	Stores Assistant	P16-P14	30.20
Tea Person	Make tea and coffee and wash dishes	Tea Person	P18	R 24.25 <i>u/s</i>
Technical Driver	Performs driving duties for the Technical Department inclusive of shunting vehicles from the wash bay to check pits and to the workshop, fuelling of vehicles, taking vehicles for COF and towing busses in for repairs. Requires the applicable licence.	Technical Driver	P15	R 24.33
Terrain Controller	Supervises the dispensing of diesel, oil and water. Supervises, shunting, parking and despatching of buses. Supervises the cleaning and washing of the exterior and interior of buses. Supervises the	Terrain Controller, Yard Supervisor.	P13 - P12	R 48.18

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	cleaning of the yard, offices, buildings, equipment and premises.			
Ticket Admin Clerk	Performs cashier and ticket selling duties, inclusive of selling trips and tags to passengers and the maintenance of stock. Handles cash, cashes up drivers' modules, drivers' tickets and standby waybills, pays in at a Cashier, cashes up daily sales. Is responsible for the banking of money, assisting customers with complaints, checking that ETM's are working and reporting defaults, requesting stock, stationery and float, and rotating between depots.	Ticket Admin Clerk, Ticket Office Clerk, Admin Clerks (Tickets).	P14-P13	R 32.92
Ticket Seller	Sells tickets to passengers from a mobile vehicle or at a point identified by the company. May require the applicable license.	Ticket Seller, Pre Seller, Season Ticket Seller.	P14-P12	32.92
Transport Officer	Signs Bus Drivers/ Driver Conductors On & Off. Reports any incidents that have a negative effect on the smooth running of the operation in the occurrence book. Analyses the AM and PM Operation.	Transport Officer	P11	R 37.34
Typist	Types documents and performs clerical duties for a department, e.g. Operations.	Typist, Typist Clerk.	P15-P13	R 32.92
Tyre Attendant	Removes and replaces tyres on vehicles. Checks tyres for defects, damage and pressures. Removes and inspects rims for damage and replaces rims.	Tyre Attendant, Tyre Operator.	P17-P14	R 24.25
Tyre Controller	Supervises tyre attendants and ensures optimal work output.	Tyre Supervisor	P13	R 48.18

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Workshop Assistant	Assists a qualified artisan in the trade (Body Builder, Auto Electrician, Vehicle Checker, Greaser, Diesel Mechanic and Spray Painter) through supplying the correct tools, cleaning of components, and assisting with the service, repair, maintenance and upgrade of vehicles/components. Performs general housekeeping in keeping the work area safe and clean. Not an apprentice. Reports into an Artisan.	Trade Worker P15 & P16. Trade Assistant: Auto Electrician, Trade Assistant Diesel Mechanic, Handyman Assistant, Mechanical Shop Assistant, Assistant Electrician, Assistant Glazier, Workshop Assistant, Workshop Operator Assistant, Builder Assistant, Assistant Mechanic, Assistant Spray Painter, Auto Electrical Assistant, Grade C and D Operatives, Electrical Shop Assistant, Body Shop Assistant, Artisan Assistant, Greaser, General Worker, Labourer, Tyre Shop Assistant, Upholstery Assistant, Vehicle Checker.	P19-P15	R 24.25
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**ANNEXURE "D"**


Insert ANNEXURE D

**APPROVED STUDY COURSES**

1. Graduate, Certificate or Diploma Courses in:
  - a. Human Resources Management
  - b. Labour Relations Management
  - c. Financial Management
  - d. IT Management
  - e. Risk Management
  - f. Occupational Health and Safety Management
  - g. Procurement Management
  - h. Technical Management
  - i. Clerical / Administration
  - j. Public Relations Management
2. Apprentice or Learnership Courses
  - a. Mechanical
  - b. Auto Electrical
  - c. Body Building

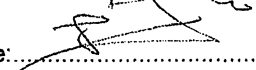
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Signed on this 26<sup>th</sup> day of MAY 2014.

Sabea: G.R. Fleetwood Signature: 

Cobeo: RMJ RAMELA Signature: 

Satawu: A.K. MATABOGE Signature: 

Tawu: A.S. MOLEKANE Signature: 

Towu: FUA DINGU Signature: 