

HIGHLIGHTS FROM THE MAIN COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act 66, 1995, made and entered into by and between the

SOUTH AFRICAN BUS EMPLOYERS' ASSOCIATION and COMMUTER BUS EMPLOYERS' ORGANISATION

(hereinafter referred to as the "Employers" or the "Employers' Association"), of the one part, and the

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA and SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION.



SCOPE OF APPLICATION

The terms of this agreement shall be observed in the Road Passenger Transport Trade as defined hereunder in the Republic of South Africa:

'Road Passenger Transport Trade' or 'trade' means the trade in which employers and their employees are associated for the purpose of conveying for reward on any public road any person by means of a power-driven vehicle

(other than a vehicle in possession and under the control of Transnet) intended to carry more than 16 persons simultaneously, including the driver of the vehicle and includes all operations incidental or consequential thereto.

TERM OF THE AGREEMENT

1 April 2024 and for non-parties on 11 June (date determined by Minister of Employment and Labour in terms of section 32 of the LRA 66 OF 1995) and shall remain in force until 31 March 2026 or until replaced by a subsequent agreement.

ACROSS THE BOARD INCREASE

5% on the base rate of pay from 1 April 2024 for parties and on a date determined by the Minister for non-parties, until 31 March 2025.

6.5% from 1 April 2025 until 31 March 2026 or until replaced by a subsequent agreement and shall be applicable to all eligible employees and their employers.



MINIMUM HOURLY RATE

R48.15 per hour from 1 April 2024 for parties and for non-parties on a date determined by the Minister.

R51.28 per hour for the period 1 April 2025 to 31 March 2026.

ORDINARY HOURS OF WORK AND OVERTIME

Ordinary hours of work - Ordinary hours of work shall not exceed 45 hours in any week.

Averaging of hours - ordinary hours of work and overtime of employees over a period of up to 4 months, provided:

That the employer may not require or permit an employee who is bound by the collective agreement to work more than:

- An average of 45 ordinary hours of work in a week over the agreed period.
- An average of 5 hours overtime in a week over the agreed period.

Meal interval - Employee may not work continuously for more than five hours, without a meal interval of not less than 30 minutes.

Rest intervals - 10 minutes as nearly practicable in the middle of each first work period and second work period of the day.

Weekly day off - at least one full day off during every seven consecutive days.

Spread-over - the ordinary hours of work, including the meal interval, shall on any day be completed within a spread-over of 14 hours inclusive of overtime.

Overtime - 1.5 times their normal hourly rate on an ordinary day and double their normal hourly rate on a working day off.

Sunday - 1.5 times their normal rate for each hour worked on the Sunday.

Limitation of overtime - the maximum permitted overtime may not exceed 15 hours per week.

Set-off - when an employee absents themselves without authority, any overtime worked shall be paid at the ordinary rate of pay for a period equivalent to the period of such absence.

Rest period - a daily rest period of a least 12 consecutive hours between the employee ending and recommencing work.

Short-time - an employer shall be entitled to implement short-time upon notice to employees.

SCHEDULING OF WORK

Employers may amend schedules provided that seven days' notice is given prior to the implementation of such new schedules.



SUBSISTENCE & TRAVEL ALLOWANCE

R786.48 from 1 April 2024 for parties until 31 March 2025 and R837.60 for the period 1 April 2025 to 31 March 2026.

If more than 7 hours 20 minutes, but not required to sleep out, on hire/charter duties a meal allowance of R11.56 from 1 April 2024 until 31 March 2025 and R12.31 from 1 April 2025 to 31 March 2026.

NIGHT-SHIFT ALLOWANCE

R11.56 from 1 April 2024 until 31 March 2025 and R12.31 from 1 April 2025 to 31 March 2026 to employees for the work performed between 20:00 and 03:00

TOOL ALLOWANCE

R56.09 from 1 April 2024 until 31 March 2025 and R59.74 from 1 April 2025 to 31 March 2026, if in possession of the applicable tool kit complying with the employer's specifications.

CROSS BORDER EXPENSES AND ALLOWANCES

R894.43 from 1 April 2024 for parties and for non-parties until 31 March 2025 and R952.57 from 1 April 2025 to 31 March 2026.

- a meal allowance of R13.55 from 1 April 2024 until 31 March 2025 and R14.43 from 1 April 2025 to 31 March 2026 if working more than 7 hours and 20 minutes.
- not applicable if the employer or third party provides food.

DUAL DRIVER ALLOWANCE

An allowance of R476.36 from 1 April 2024 until 31 March 2025 and R507.32 for the period 1 April 2025 to 31 March 2026.

CELLPHONE ALLOWANCE

Where employees are required by the employer to use their personal cell phone, the full actual expense will be reimbursed.

PROFESSIONAL DRIVING PERMIT/LICENSE

100% reimbursement, conditions apply.

LEGAL ASSISTANCE

Up to R10 000, conditions apply.



RETIREMENT FUND

Membership of the Sarpbac Retirement Fund is compulsory in respect of all employers

Contributions:

Employer - 10% of the employee's basic wage.

Employee - 7.5% of the employee's basic wage.

BONUS

One month's basic wages. (conditions apply)

PRIMARY HEALTH CARE

Employers must offer the Affinity Reef option as a primary health scheme to employees. Employer contribution, R221-00 per month. (conditions apply)

CONTRACT PENALTIES

R400.00 per incident. Such reimbursement shall be deducted from the basic wage of the employee. (conditions apply)

LEAVE OF ABSENSE

ANNUAL LEAVE

15 Days for 5-day week employees.
18 Days for 6-day week employees.
Conditions to apply.

SICK LEAVE

36 months' employment cycle with the same employer.
Conditions to apply

LEAVE FOR TERMINALLY ILL EMPLOYEES

Conditions apply.

MATERNITY LEAVE

16 weeks paid maternity leave at a rate of 37% of the employee's basic wage, commencing 1 month prior to the expected date of confinement. (conditions apply)

FAMILY RESPONSIBILITY LEAVE

8 days paid family responsibility leave per annum.
5 days compassionate.
3 days paternity, spouse care, etc (conditions apply)

STUDY LEAVE

Conditions apply.

RETRENCHMENT/SEVERANCE PACKAGE

Two weeks' severance pay for each completed year of service. (conditions apply)

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 conditions 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.

Indemnity: The South African Road Passenger Bargaining Council (Sarpbac) does not accept liability for any loss, damage or expense that may be incurred as a direct result of reliance upon the information on this poster. If there is any conflict between the information on this poster and the actual Main Agreement, the actual Main Agreement will prevail. The Main agreement can be viewed at www.sarpbac.org.za