Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette	*No. 12019*	*Regulasiekoerant*
Vol. 733	3 July / Julie 2026	No. 54939

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

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NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works* (*GPW*).

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*'. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as **@gpw.gov.za**

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at **www.gpwonline.co.za**
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: **Annamarie.DuToit@gpw.gov.za**

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: **Bonakele.Mbhele@gpw.gov.za**

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: **Daniel.Legoabe@gpw.gov.za**

Closing times for **ORDINARY WEEKLY** *REGULATION GAZETTE* 2026

*The closing time is **15:00** sharp on the following days:*

- **23 December,** Tuesday for the issue of Friday **02 January 2026**
- **02 January,** Friday for the issue of Friday **09 January 2026**
- **09 January,** Friday for the issue of Friday **16 January 2026**
- **16 January,** Friday for the issue of Friday **23 January 2026**
- **23 January,** Friday for the issue of Friday **30 January 2026**
- **30 January,** Friday for the issue of Friday **06 February 2026**
- **06 February,** Friday for the issue of Friday **13 February 2026**
- **13 February,** Friday for the issue of Friday **20 February 2026**
- **20 February,** Friday for the issue of Friday **27 February 2026**
- **27 February,** Friday for the issue of Friday **06 March 2026**
- **06 March,** Friday for the issue of Friday **13 March 2026**
- **13 March,** Friday for the issue of Thursday **20 March 2026**
- **20 March,** Friday for the issue of Friday **27 March 2026**
- **26 March,** Thursday for the issue of Thursday **02 April 2026**
- **01 April,** Wednesday for the issue of Friday **10 April 2026**
- **10 April,** Friday for the issue of Friday **17 April 2026**
- **17 April,** Friday for the issue of Friday **24 April 2026**
- **22 April,** Wednesday for the issue of Thursday **30 April 2026**
- **30 April,** Thursday for the issue of Friday **08 May 2026**
- **08 May,** Friday for the issue of Friday **15 May 2026**
- **15 May,** Friday for the issue of Friday **22 May 2026**
- **22 May,** Friday for the issue of Friday **29 May 2026**
- **29 May,** Friday for the issue of Friday **05 June 2026**
- **05 June,** Friday for the issue of Friday **12 June 2026**
- **11 June,** Thursday for the issue of Friday **19 June 2026**
- **19 June,** Friday for the issue of Friday **26 June 2026**
- **26 June,** Friday for the issue of Friday **03 July 2026**
- **03 July,** Friday for the issue of Friday **10 July 2026**
- **10 July,** Friday for the issue of Friday **17 July 2026**
- **17 July,** Friday for the issue of Friday **24 July 2026**
- **24 July,** Friday for the issue of Friday **31 July 2026**
- **31 July,** Friday for the issue of Friday **07 August 2026**
- **06 August,** Thursday for the issue of Friday **14 August 2026**
- **14 August,** Friday for the issue of Friday **21 August 2026**
- **21 August,** Friday for the issue of Friday **28 August 2026**
- **28 August,** Friday for the issue of Friday **04 September 2026**
- **04 September,** Friday for the issue of Friday **11 September 206**
- **11 September,** Friday for the issue of Friday **18 September 2026**
- **17 September,** Thursday for the issue of Friday **25 September 2026**
- **25 September,** Friday for the issue of Friday **02 October 2026**
- **02 October,** Friday for the issue of Friday **09 October 2026**
- **09 October,** Friday for the issue of Friday **16 October 2026**
- **16 October,** Friday for the issue of Friday **23 October 2026**
- **23 October,** Friday for the issue of Friday **30 October 2026**
- **30 October,** Friday for the issue of Friday **06 November 2026**
- **06 November,** Friday for the issue of Friday **13 November 2026**
- **13 November,** Friday for the issue of Friday **20 November 2026**
- **20 November,** Friday for the issue of Friday **27 November 2026**
- **27 November,** Friday for the issue of Friday **04 December 2026**
- **04 December,** Friday for the issue of Friday **11 December 2026**
- **10 December,** Thursday for the issue of Friday **18 December 2026**
- **17 December,** Thursday for the issue of Thursday **24 December 2026**
- **23 December,** Wednesday for the issue of Thursday **31 December 2026**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	**Page Space**	**New Price (R)**
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at R**3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works** (**GPW**) has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe* Forms. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

Closing Times for Acceptance of Notices

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

   All re-submissions will be subject to the standard cut-off times.
   All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
Extraordinary Gazettes	As required	Any day of the week	*Before 10h00 on publication date*	*Before 10h00 on publication date*
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days **after** submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

Extraordinary Gazettes

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

Notice Submission Process

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.

5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat* / *Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.

6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.

7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.

8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.

   8.1. Each of the following documents must be attached to the email as a separate attachment:

      8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.

         8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form

         8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.

      8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. *(Please see Quotation section below for further details)*

      8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order**. Non-Government Printing Works** account customer needs to submit the proof of payment for the notice

      8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. *(Please see the Copy Section below, for the specifications)*.

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.

10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE.**

11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.

12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.

    13.1. ***Take note:*** **GPW**'s annual tariff increase takes place on ***1 April*** therefore any quotations issued, accepted and submitted for publication up to ***31 March*** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.

14. Each quotation has a unique number.

15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.

    15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.

    15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.

16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS**:

    16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.

    16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.

        16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).

17. **APPLICABLE ONLY TO CASH CUSTOMERS:**

    17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.

18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).

19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.

    19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:

24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.

24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.

24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.

24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Approval of notices

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

Government Printer Indemnified Against Liability

27. The Government Printer will assume no liability in respect of—

27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

Liability of advertiser

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

Customer inquiries

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.
GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.
Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.

30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.

32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.

33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.

34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.

35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.

36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.

37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

Proof of publication

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.

39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:	**Postal Address:**	**GPW Banking Details:**
Government Printing Works	Private Bag X85	**Bank:** ABSA Bosman Street
149 Bosman Street	Pretoria	**Account No.:** 405 7114 016
Pretoria	0001	**Branch Code:** 632-005

For Gazette and Notice submissions: Gazette Submissions:	**E-mail:** submit.egazette@gpw.gov.za
For queries and quotations, contact: Gazette Contact Centre:	**E-mail:** info.egazette@gpw.gov.za
	Tel: 012-748 6200
Contact person for subscribers: Mrs M. Toka:	**E-mail:** subscriptions@gpw.gov.za
	Tel: 012-748-6066 / 6060 / 6058
	Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE

NO. R. 7651 **3 July 2026**

NAMC
Promoting market access for South African agriculture

Hillcrest Office Park, 177 Dyer Road, Barbet Place, Ground Floor, Hillcrest, Pretoria, 0083
Private Bag X935, Pretoria, 0001
Tel: 012 341 1115 | **Email:** info@namc.co.za
www.namc.co.za

22 June 2026

THE NATIONAL AGRICULTURAL MARKETING COUNCIL

REQUEST FOR STATUTORY MEASURES NAMELY REGISTRATION, RECORDS AND RETURNS AND THE CONTINUATION AND INCREASE OF STATUTORY LEVIES ON LUCERNE SEED AND LUCERNE HAY IN TERMS OF THE MARKETING OF AGRICULTURAL PRODUCTS ACT, ACT NO 47 OF 1996 (MAP ACT) AS AMENDED

INVITATION TO DIRECTLY AFFECTED GROUPS IN THE LUCERNE INDUSTRY TO SUBMIT COMMENTS

The Minister of Agriculture received a request from the National Lucerne Trust (NLT), in terms of the Marketing of Agricultural Products Act (MAP Act), Act No 47 of 1996, for the continuation, amendment and the establishment of statutory measures (registration, records & returns and levies) in the industry. It is proposed that statutory levies be implemented for a new four-year term from 1 September 2026 to 31 August 2030.

The purpose and objective of the statutory measures in the lucerne industry are as follows:

- Payment of the s**tatutory levy amount** for the funding of the following functions in the lucerne industry, namely**:**

(The current levies payable amount to R1.30 per kg on clean seed; and R140 Per analysis for lucerne hay analysed by a NIR Instrument (VAT excluded) will lapse on 30 November 2026)

LUCERNE PRODUCTS AND PERSONS RESPONSIBLE FOR PAYING THE LEVY	**PROPOSED STATUTORY LEVY (VAT Excl)** 1 December 2026 to 30 November 2030			
	Year 1 (1 Sep 2026 to 31 August 2027)	Year 2 (1 Sep 2027 to 31 August 2028)	Year 3 (1 Sep 2028 to 31 August 2029)	Year 4 (1 Sep 2029 to 31 August 2030)
Cleaned lucerne seed: Payable by the lucerne seed cleaner. May be recovered from the person submitting the lucerne seed concerned for cleaning.	R1.50 per kg	R1.60 per kg	R1.70 per kg	R1.80 per kg
Lucerne hay produced for commercial purposes analysed by the NIR instrument: Payable by the owner of the NIR instrument. May be recovered from the person submitting such lucerne hay sample for analysis.	R140 per analysis	R150 per analysis	R160 per analysis	R170 per analysis
Lucerne seed imported for commercial purposes: Payable by the importer. May be recovered from the person importing the seed.	N/A	N/A	N/A	N/A

Council Members: Prof. A. Jooste (Chairperson), Dr. S.T. Xaba (Vice-Chairperson), Dr. K.M. Hurly, Dr. B.S. Jack-Pama, Dr. M. Kadwa, Ms. H.J. Mahlangu, Ms. R.J. Maisela, Mr. H.T. Mohane, Prof. K. Nephawe and Ms. U. Speirs.

The request includes that the NLT be responsible for the collection and for the administration functions associated with the proposed statutory levies. Approximately 70% of levy income will be spent on functions such as Research and Development, Information and Technology Transfer, Quality Control and Certification Systems, not more than 10% on administration and at least 20% of total levy income on transformation. The NLT is committed in developing the long-term sustainability and profitability, as well as the local and international competitiveness of the lucerne industry of South Africa. The estimated income from the proposed levies is between R3.6 million (for 2027) and R4.4 million (2030) per annum. The proposed statutory levies will be used to fund, support and coordinate:

- Research and development - Active role in the coordination of need-driven lucerne research that supports and benefits the industry by ensuring continuous improvements and innovations regarding lucerne seed and hay.

- Information and technology transfer – Information and technology transfer by means of gathering, processing, and compiling relevant information, and disseminating the knowledge capital obtained, to ensure continuity, timeous, and accurate market and production information is available to all industry role players in the South African lucerne value chain.

- Quality control and certification systems – Quality control and certification systems by promoting and maintaining the lucerne seed cleaning, grading and/or classification standards and services, as well as the promotion, maintenance and further development of the National Lucerne Hay Grading and Quality Scheme.

- Training and skills development – Providing training and skills development through courses and workshops to lucerne hay producers, traders, processors, end-users and exporters, with specific emphasis on training near-infrared spectrophotometer operators, hay samplers, lucerne hay graders and animal feed nutritionists.

- Transformation – Transformation of previously disadvantaged individuals to ensure the development of emerging farmers and agripreneurs to grow and/or produce commercially in a sustainable way and to extend their access to marketing opportunities.

- Close Liaison – Close liaison between national, provincial and local government bodies, as well as local and international role players on industry-related issues to ensure the overall sustainability and profitability of the lucerne industry of South Africa. As the proposed statutory measures requested by the NLT are consistent with the objectives of the Marketing of Agricultural Products Act, the NAMC will investigate the possible implementation of the relevant statutory measures and make recommendations to the Minister of Agriculture.

The NAMC believes that the application by the NLT for the continuation of the proposed statutory measures is consistent with the objectives of the MAP Act (as set out in section 2 of the Act).

Directly affected groups in the lucerne industry are kindly requested to submit any comments or objections regarding the proposed statutory measures to the NAMC in writing to Malapane Thamaga (mthamaga@namc.co.za), on or before 17 July 2026, to enable the Council to finalise its recommendation to the Minister in this regard.

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7652 **3 July 2026**

LABOUR RELATIONS ACT, 1995

FURNITURE BARGAINING COUNCIL: 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 **Furniture Bargaining Council**, 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 the date of publication of this Notice and for the period ending **30 April 2028.**



MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 19 June 2026

SCHEDULE

FURNITURE BARGAINING COUNCIL

MAIN COLLECTIVE AMENDING AGREEMENT

In accordance with the provisions of the Labour Relations Act 1995 (Act No 66 of 1995) (as amended), made and entered into by and between the

Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region

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

and the

National Union of Furniture and Allied Workers of South Africa

and

Chemical, Energy, Paper, Printing, Wood and Allied Workers Union (CEPPWAWU)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part

being parties to the Furniture Bargaining Council

hereby agree to amend and extend the Main Collective Agreement published under Government Notice No. R. 5766 of 24 January 2025, Government Notice No. R. 6036 of 25 March 2025, Government Notice No R.6523 of 22 August 2025 and Government Notice No R.6853 of 21 November 2025 and Government Notice No R.7330 of 31 March 2026.

CHAPTER 1

1: SCOPE OF APPLICATION

1.1 The terms of this Agreement shall be observed by employers and employees in the Furniture, Bedding and Upholstery Manufacturing Industry as defined hereunder in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.

"Furniture, Bedding and Upholstery Manufacturing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which

employers and their employees are associated for the manufacture, either in whole or as a complete unit or in part as a component or components, of all types of furniture and bedding as well as upholstery and /or re-upholstery and will, inter alia include the following:

1. **Furniture**

Repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, wood bending and laminating, cutting, edging, drilling and routering. Furniture manufacturing will also include the manufacturing, installation, repairing, polishing, re-polishing, staining, spraying of pianos, organs, movable room/office partitions, kitchen cupboards, kitchen cupboard tops, kitchen cupboard components (irrespective of materials used), attached wall cupboards, built-in cupboards, built-in cupboard components, doors and door frames (the latter doors and door frames exclude doors and door frames manufactured from iron, steel and other metal materials) free standing bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, bathroom cupboards, any other cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, other educational institutions, conference centres, theatres, shop fitting, office fitting and bank fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, including point of sales counters, screens, interior fittings and fixtures and any form of shelving, irrespective of the materials used and includes any part of an establishment's business carrying out the manufacture of furniture as defined above, whether or not that part is discrete or ancillary to any other business of the employer.

2. **Bedding**

The manufacturing, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses and studio couches, including the manufacturing of bedding and bed frames, irrespective of the materials used.

"Studio Couch" means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames are constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and /or cushions.

3. **Upholstery**

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, pelmets and mattress bases.

1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-

1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees; and

1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.

2: PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall in terms of section 31 of the Act, become binding on the above parties from date of signature until 30 April 2028.

2.2 This Agreement shall be binding on non-party employers and employees from the date as determined by the Minister of Employment and Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 April 2028.

3. CHAPTER 1

CLAUSE 7: NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

Substitute clause 7 with the following:

"Newly established establishments who employ no more than a total of 10 employees (including employees involved in activities other than furniture, bedding and upholstery manufacturing activities e.g. administration, sales, marketing, etc), may apply for the following phasing in concession, provided that their employees agree thereto. The establishment concerned shall then be prohibited from making use of a Newly Employed Employee Concession for any of its employees as per clause 8 hereunder until the expiry date of Phase 3 of the Newly Established Small Employer Concession or the cancellation of the establishment's Newly Established Small Employer Concession:

PHASE ONE: From the first month of registration for a period of 12 consecutive months

During this period the employer shall be exempted from prescribed minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, Leave Pay Fund contributions, Holiday Bonus Fund contributions, Provident Fund contributions and either of the Sick Benefit Societies contributions, if applicable, as prescribed in **ADDENDUM 1**. Employees may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employee(s).

All other provisions of the Agreement shall remain applicable, including the following:

Any accumulated leave pay benefits accrued by the employees prior to October of the first year of registration must be paid out by the employee's employer to the employee in terms of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)(as amended), when due. The following fees, levies and contributions shall be payable as prescribed in **ADDENDUM 1**.

(a) Council levies;
(b) Trade union subscriptions (if applicable);
(c) Agency Shop Fees (where applicable);
(d) Death and Funeral Scheme contributions. Refer to clause 7 of **ADDENDUM 1**; and
(e) Dispute Resolution levies.

PHASE TWO: From the first day immediately following the expiry of Phase One for a period of 12 consecutive months

During this period the employee(s) shall be remunerated at their current rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay and wage increments may be negotiated between employer and employee(s). In addition to the fees, levies and contributions payable to the Council in Phase One, the following contributions shall become payable to the Council as prescribed in **ADDENDUM 1**.

(a) Leave Pay Fund contributions; and
(b) Holiday Bonus Fund contributions.

PHASE THREE: From the first day immediately following the expiry of Phase Two for a period of 12 consecutive months

During this period the employee(s) shall be remunerated at not less than 75% of the prevailing minimum hourly rates of pay, as prescribed in **ADDENDUM 2** or **ADDENDUM 3**, subject to no employee being paid less than the national minimum hourly rate of pay. In addition to the fees, levies and contributions payable in Phases One and Two, the following contributions shall become payable as prescribed in **ADDENDUM 1**:

(a) Provident Fund contributions; and
(b) Standard Death and Funeral Scheme contributions. Refer to clause 6.3 of **ADDENDUM 1**.

PHASE FOUR: From the first day immediately following the expiry of Phase Three

All the provisions of the prevailing Agreement administered by this Council shall become applicable, including the payment of 100% of the minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, as prescribed in **ADDENDUM 2** or **ADDENDUM 3** and the payment of either of the Sick Benefit Societies contributions, if applicable, as prescribed in **ADDENDUM 1.**

In the event of an establishment employing in excess of 10 employees at any time, all the provisions of the prevailing Agreement including wages at no less than 100% of the prevailing minimum prescribed hourly rates of pay and all fees, levies and contributions normally payable to this Council, shall come into effect immediately.".

4. ADDENDUM 3

PRESCRIBED ACROSS THE BOARD INCREASES OF ACTUAL HOURLY RATES OF PAY, MINIMUM HOURLY RATES OF PAY AND SUBSISTENCE ALLOWANCE *(for the Free State Province ONLY)*

1. Substitute clause 2 with the following:

"2. **Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2026** *(for the Free State Province ONLY)*:

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2026 *(for the Free State Province ONLY)*
Furniture, Bedding Upholstery	**General worker**	05	R30-23 per hour As per the National minimum wage rate effective from 1 March 2026
	Semi-skilled employee	04	R31-69 per hour
	Skilled employee	03	R32-57 per hour
	Chargehand	02	R34-92 per hour
	Foreman/Supervisor	01	R34-92 per hour

2.1. In the event that the Government implements any amendments to the national minimum hourly rate of pay and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.".

2. Substitute clause 4 with the following:

"4. **Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2027** *(for the Free State Province ONLY)*:

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2027 *(for the Free State Province ONLY)*
Furniture, Bedding Upholstery	**General worker**	05	As per the National minimum wage rate increase
	Semi-skilled employee	04	R33-27 per hour
	Skilled employee	03	R34-20 per hour
	Chargehand	02	R36-67 per hour
	Foreman/Supervisor	01	R36-67 per hour

4.1. In the event that the Government implements any amendments to the national minimum hourly rate of pay and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.".

Agreement signed at Johannesburg on this 21 April 2026.

K CHAUKE
Chairman of the Council

D WILLIAMS
Vice-Chairman of the Council

WA JANSE VAN RENSBURG
General Secretary

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7653 **3 July 2026**

LABOUR RELATIONS ACT, 1995

MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA: 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 **Motor Ferry Industry Bargaining Council of South Africa**, 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 the date of publication of this Notice and shall remain in force until as amended from time to time.



MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 22 June 2026

SCHEDULE

MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA

MAIN COLLECTIVE AMENDING AGREEMENT

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

SOUTH AFRICAN MOTOR FERRY ASSOCIATION (SAMFA)

Registration number: LR2/6/3/204

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

and the

ASSOCIATION OF MINING AND CONSTRUCTION UNION (AMCU)

Registration number: LR2/6/2/974

and the

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)

Registration number: LR2/6/2/914

and the

FREE AT LAST WORKERS UNION OF SOUTH AFRICA (FALWUSA)

Registration number LR2/6/2/2848

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Motor Ferry Industry Bargaining Council of South Africa herein agree to amend and extend the council Main Collective Agreement as published under Government Notice R. 1496 of 9 December 2022.

1. SCOPE OF APPLICATION

1.1 The terms of this agreement shall be observed in the Motor Ferry Industry as defined hereunder in the Republic of South Africa:

"Motor Ferry Industry" means an industry concerned with the transportation of motor vehicles by road, whether by vehicle carrier or own wheels to and from vehicle manufacturers, harbours, rail, storage depots, dealers and third parties.

1.2 Notwithstanding the provisions of sub-clause 1.1. the terms of this Agreeme
this agreement and to employers of such employees.

1.3 Notwithstanding the provisions of clause 1.1, the provisions of this Agreement shall not apply to the owner of only one vehicle who is the permanent driver of his/her own vehicle and the employees employed by such owner, except that an owner-driver who is an employer shall observe the same hours of work and limitations as are specified for an employee.

2 PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into operation from date of signature for parties and shall remain in force until as amended from time to time.

2.2 This Agreement shall come into operation for non-parties on such date as may be decided upon by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995 and shall remain in force as amended from time to time.

3. FORMER CLAUSE 5: WAGES

Substitute clause 5.1 with the following

5.1 Minimum Wage — No full-time employee shall, be paid a basic weekly wage, in respect of ordinary working hours, at a rate less than that set out below for a person of that grade. The existing minimum rate of all employees in the bargaining unit(s) shall be increased with R1 200.00 (one

ak

thousand two hundred rand) per month over the two-year period of this agreement as follows:

5.1.1 Year 1 (until 31 December 2026) – R600 per month for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026; and

5.1.2 Year 2 (until 31 December 2027) – R600 per month for parties and for non-parties from 1 January 2027.

Substitute clause 5.3 with

5.3 Current full-time employees in the bargaining unit(s) as at 31 December 2024 who are on higher rates than the minimums as at 31 December 2024, shall receive increases on their actual basic pay of R600 per month from date of signature of the Agreement for parties and R600 per month for non parties from the coming into operation of this Agreement. The specific increases for each job grade in the bargaining unit (Grade 1 – 6 are reflected in Annexure 1 to this agreement. All employees who are not full-time employees shall be paid *pro rata* by calculating the hourly or daily rate of payment, as applicable, and multiplying this rate by the number of hours or days worked, as applicable such amount shall not be less than the National Minimum Wage as amended from time to time.

6 FORMER CLAUSE 6: ALLOWANCES

Substitute clause 6.3 with the following

6.3 **Subsistence and Travelling (S&T) Allowance** – An employee who is required to be out of town between 23:00 and 04:00 shall be paid an S&T allowance as set out below:

6.3.1 Until 31 December 2026 – R209, for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026

6.3.2 From 1 January 2027 – R219; for parties and for non-parties from 1 January 2027 r

Substitute clause 6.4 with the following

6.4 **Cross-border subsistence & travel allowance** – An employee who is required to cross the border in the execution of his duties shall be paid S&T, comprising of a sleeping out allowance and a meal allowance (breakfast lunch and supper) as set out below:

6.4.1 Until 31 December 2026 – R279, for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026

6.4.2 From 1 January 2027 – R293; for parties and for non-parties from 1 January 2027

Substitute clause 6.5 with the following

6.5 **Chassis Allowance** – Where an employee is required to drive a chassis the employee shall be paid (in addition to any wage or overtime to which the employee may be entitled) an allowance as set out below.

6.5.1 Until 31 December 2026 – R0,20 p/km; for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026

6.5.2 From 1 January 2027 – R0,21 p/km; for parties and for non-parties from 1 January 2027

Substitute clause 6.7 with the following

6.7 **Loading and Lashing Allowance** – The employers will pay carrier drivers a loading and lashing allowance as set out below. The allowance will not be paid in respect of any period or periods that the driver is not at work due to absence on annual leave, or sick leave in excess of one week:

6.7.1 Until 31 December 2026 – R420, for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026

6.7.2 From 1 January 2027 – R441; for parties and for non-parties from 1 January 2027

4. INSERT 6A. INCENTIVE ARRANGEMENT

6A. INCENTIVE WORK ARRANGEMENT

6A.1 It is an employer's prerogative to introduce and implement an incentive work arrangement in terms of which an employee's remuneration is based on the quantity of work performed or an employee's output in terms of the MFIBC Collective Agreement provided that:

6A.2 The incentive work arrangement complies with the provisions contained herein; and

6A.3 An employee who is part of the incentive work arrangement, is not prejudiced in that the employee is not paid less than the amount that the employee would otherwise be entitled to in terms of the MFIBC Collective Agreement; and

6A.4 The MFIBC has approved the incentive work arrangement to ensure that the affected employees are not prejudiced as aforesaid.

6A.5 The current SAMFA members and any other employers in the motor ferry industry that have an incentive work arrangement in place have the right to continue operating their incentive work arrangements, however they are required to submit their existing incentive work arrangement in writing to the secretary of the MFIBC for validation that is to ensure that the affected employees are not prejudiced in that they do not earn less than what is provided for by the MFIBC Collective Agreement. The incentive work arrangement must be submitted to the secretary of the MFIBC within six months of the date of signature of the resolution to which this incentive work arrangement applies.

6A.6 The Incentive Work Arrangements shall be valid for 12 months after being introduced, implemented and sent to the Secretary of the MFIBC and they may be reviewed if there is a reason for doing so, if not, the Incentive Work Arrangement will remain valid.

6A.7 The MFIBC's National Secretary and its designated Agents are empowered to enforce non-compliance of the Incentive Work Arrangements, if any.

6A.8 Any employer who wishes to introduce an incentive work arrangement for the first time must consult employees and trade unions, if any, and if the union/s are party to the MFIBC and provide the incentive methodology in writing to the affected employees and union/s, to ensure that they have a clear understanding of the incentive work arrangement. In addition, the incentive work arrangement must be submitted in writing to the MFIBC for validation that is to ensure that the affected employees are not prejudiced by being paid less than the employees would otherwise be entitled to in terms of the MFIBC Collective Agreement.



6A.9 The incentive work arrangement is a substitute to paying employees in terms of the provisions of clauses 6.3, 6.4, 6.5, 6.7, 10.2, 10.3 and 10.5 of MFIBC Collective Agreement and an employer has the right to have a dual system, that is to pay employees in terms of an incentive work arrangement and to pay employees in terms of the overtime system provided for in clause 10 of the MFIBC Collective Agreement.

6A.10 Each employers' incentive work methodologies and related intellectual property is confidential and is not required to be disclosed to any of the other employers."

Signed at Pietermaritzburg for and on behalf of the parties to the Council, this 30th day of April 2026

Signed by:

Chairperson of the Council

Vice-Chairperson of the Council

Secretary of the Council

5. Annexure 5

MINIMUM WAGES

Clause 5 read with Annexure 5: Minimum wages.

	1/1/2024	For parties and for non-parties with effect from the coming into operation of this Agreement until 31 December 2026	For parties and for non-parties from 1 January 2027
Grade 1	R10 118	R10 718	R11 318
Grade 2	R10 606	R11 206	R11 806
Grade 3	R11 087	R11 687	R12 287
Grade 4	R11 847	R12 447	R13 047
Grade 5	R12 391	R12 991	R13 591
Grade 6	R13 643	R14 243	R14 843

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7654 **3 July 2026**

LABOUR RELATIONS ACT,1995

APPLICATION FOR VARIATION OF REGISTERED SCOPE OF A BARGAINING COUNCIL

I Lehlohonolo Daniel Molefe, Registrar of Labour Relations, hereby, in terms of section 58(1) of the Labour Relations Act, 1995, give notice that an application for the variation of its registered scope has been received from the **Regional Bargaining Council for the Contract Cleaning Industry (Excluding KZN) .**

Particulars of the application are reflected in the subjoined table.

Any person may object to the application on any or all of the following grounds:

(a) the application has not complied with the provisions of section 29 of the Act, read with the changes required by the context;

(b) the sector and area in respect of which the application is made is not appropriate; and

(c) the application is not sufficiently representative in the sector and area in respect of which the application is made.

Any person who objects must lodge his/her written objection with me, c/o the Department of Employment and Labour , Laboria House,215 Francis Baard Street, Pretoria (postal address: Private Bag x117, Pretoria, 0001), email address registrar.labourrelations@labour.gov.za ; ; mary.ngwetjana@labour.gov.za within 30 days of the date of this notice. A copy of the

objective must be served on the applicant within the said period and I must be satisfied that a copy of the objection has been served on the applicant.

The applicant may respond to the objection within 14 days of the expiry of the 30-day period mentioned above and must satisfy me that a copy of the response has been served on the person who objected within the 14-day period.

TABLE

Name of the bargaining council:

Regional Bargaining Council for the Contract Cleaning Industry (excluding KZN)

Address of the bargaining council:

Max Maisela Park, 22 Ridge Road, Parktown, 2195
P O Box 32528
BRAAMFONTEIN
2017

Date on which application was lodged:

19 May 2026

Intention of the application

The intention of the application is to vary the scope of the council by extending the scope to cover the rest of the country (8 provinces) excluding KZN.

Interest in respect of which the application is made:

The **Contract Cleaning Sector** as defined hereunder, in the 8 Provinces (Eastern Cape, Free State, Gauteng, Limpopo, Mpumalanga, Northern Cape, North West, Western Cape) excluding KZN.

"**Contract Cleaning Sector"** means the industry in which employers and their employees are associated on fixed term or fixed project contracts for carrying out one or more of the following activities for hire or reward:

(a) The cleaning or washing by hand or machine, of furniture, windows, carpets, doors, floors, ceilings, roofs, baths, showers, toilets, kitchens, tools, kitchen tools, machinery, at the premises of a client, including but not limited to state, industrial, commercial, business premises, residential premises, hotels, markets, hospitals and flats buildings and the maintenance of gardens and grounds that are contained within the same project and/or contract and in undertaken by the same employers, but excludes contracts that are exclusively garden and ground maintenance.

(b) The cleaning of roads or highways or the interior or exterior of any air-planes, trucks, cars, buses, trains, ships or any other vehicle requiring to be cleaned or valeted. Irrespective of the class of undertaking, industry, trade or occupation in which the client is engaged as an employer.

Representativeness of the Council:

Total number of employees falling within the new scope of the Council and who belong to trade unions which are party to the Council:

6 834

Total number of employers falling within the new scope of the Council and who belong to the employers' organisations which are party to the Council:

448

Total number of employees employed within the new scope of the Council by the employers that belong to the employers' organisations which are party to the Council:

13 994

Total number of employers within the new scope of the Council:

Unknown

Total number of employees employed within the new scope of the Council:

67 977



REGISTRAR OF LABOUR RELATIONS

DATE: 19/06/2026

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7655 **3 July 2026**

LABOUR RELATIONS ACT, 1995

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE 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 **South African Road Passenger Bargaining**, 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 until **31 March 2027** or until replaced by a subsequent agreement.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 22 June 2026

SCHEDULE

THE SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL (SARPBAC)

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

(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 AND PERIOD OF AGREEMENT

1.1. 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:

1.1.1 '**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."

1.1.2 Notwithstanding the provisions of sub-clause 1.1.1, the terms of this agreement shall: -

a. apply to all employees for whom wages are prescribed in this agreement and to employers of such employees.

1.2. TERM OF THE AGREEMENT

This Agreement shall come into operation for the parties to this Agreement on 1 April 2026 and for non-parties on such date as may be decided upon by the Minister of Employment and Labour in terms of Section 32 of the Labour Relations Act 66 of 1995 (LRA) and shall remain in force until 31 March 2027 or until replaced by a subsequent agreement and shall be applicable to all Eligible Employees and their Employers.

2. DEFINITIONS

Unless the context otherwise indicates, any expressions which are used in this Agreement and which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and for the purposes of this Agreement an Employee shall be deemed to be in the job title in which he is wholly or mainly engaged; further, unless inconsistent with the context:

"**Bargaining Council**" means the South African Road Passenger Bargaining Council (SARPBAC).

"**Basic Wage**" means the amount of money payable to an Employee in respect of his/her ordinary hours of work.

"Bus" means a power-driven vehicle intended to carry more than 16 persons, including the driver of the vehicle.

"Bus Rapid Transport" means any undertaking or a part of an undertaking that provides scheduled bus rapid transit services (including features such as dedicated bus lanes, right of way alignment, off-board fare collection, intersection treatment, platform-level boarding, high

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quality bus stations, prominent brand identity, etc.) for reward to the public as its main business (60% or more).

"Clusters" means the following modes of transport operating within the sector; Bus Rapid Transport, Commuter Transport, Commercial Transport and Intercity Transport.

"Commuter Transport" means any undertaking or a part of an undertaking that provides conventional scheduled government subsidised road passenger transport for reward to the public at large as its main business (60% or more).

"Commercial Service Transport" means any undertaking or a part of an undertaking that provides scheduled and ad hoc road passenger transport for reward to private passengers (such as employees of companies, scholars, organised parties, tourists and companies) in terms of a commercial contract concluded between the client and the undertaking, as its main business (60% or more).

"Day" means the period of 24 hours from midnight to midnight. Provided that in the case of a member of the operating staff it shall mean a period of 24 consecutive hours calculated from the time the Employee commences work.

"Daily wage" means an Employee's hourly rate multiplied by the Employee's ordinary hours of work in a day.

"Eligible Employee" means an individual, other than an individual who is part of an Employer's Management, Supervisory or Management Support Staff, who works in the Road Passenger Transport Trade and who is in the employment of an Employer.

"**Employee**" for the purpose of this agreement means "Eligible Employee".

"**Employer**" means an individual, company or organisation that employs or provides work for any person or employs an Eligible Employee in the Road Passenger Transport Trade.

"Hourly Rate" means an Employee's hourly rate of pay.

"Intercity Transport" means any undertaking or a part of an undertaking that provides scheduled road passenger transport for reward to the public at large between cities within South Africa and neighbouring countries in terms of a commercial contract concluded between individual passengers and the undertaking as its main business (60% or more).

"**Job Title**" means the position occupied by an Employee within an Employer's organisation.

"**Management Staff**" mean those individuals who are responsible for the management of the business or a division, department, depot, section or workshop within such a business. Business owners, directors and/or persons holding positions of assistant manager, or any more senior position within an Employer's staff structure, fall within the definition of this category of staff.

"**Management Support Staff**" means those individuals' providing support services within a business. Individuals involved in the auditing, accounting, personnel administration, payroll, recruitment, welfare, public relations, secretarial and/or information technology functions as well

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as those with insurance claim processing, disciplinary activities or security services (other than individuals working as security guards) fall within the definition of this category of staff.

"**Minimum Hourly Rate**" means the minimum basic hourly rate of pay applicable to a specific job as reflected in "Annexure A".

"Monthly wage" means an Employee's Weekly Wage multiplied by 52 and divided by 12.

"**Operating Staff**" means a bus driver, bus driver-conductor, checker/regulator, conductor, dispatcher/transport officer, inspector, point controller, clip card seller, ticket office Employee, senior inspector, senior dispatcher/transport officer, senior checker/regulator.

"**Ordinary Hours of Work**" means the hours of work prescribed in clause 6 or if by agreement between Employer and his Employee the latter works a lesser number of hours, such shorter hours, and includes:

(a) all periods during which an Employee is obliged to remain at his post in readiness to commence or proceed with his work; and

(b) all time spent by a bus driver or bus driver-conductor on work connected with the bus or the passengers and all time spent by a driver of a motor vehicle on work connected with the vehicle or its load, but does not include any meal interval, sleep-over period or any time for which a subsistence allowance is payable to an Employee ,if during such period, the Employee does no work other than remaining in charge of the vehicle;

"**Overtime**" means that portion of any period worked by an Employee during any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an Employee works for his Employer on a paid holiday, on his weekly day off as referred to in Clause 6.5 of this Agreement, or on a Sunday.

"**Paid Holiday**" means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day, Day of Goodwill and any other day declared to be a paid public holiday in terms of the Public Holidays Act No. 36 of 1994.

"Registration" means Registration by companies or Employers falling within the Road Passenger Transport Trade as defined in this agreement of the particulars (name, employee number and identity number) of all Eligible Employees with SARPBAC as required by the Department of Employment and Labour.

"**Retirement Fund**" shall mean a fund established in terms of the Pension Funds Act no 24 of 1956.

"**Short time**" means a temporary reduction in the number of ordinary hours of work owing to slackness in trade, inability to operate normal services, a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings.

"**Spread over**" means the period in any day from the time an Employee commences work until he ceases work for that day.

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"**Subsidised Contract**" means a contract between an Employer and government in terms of which the Employer receives a subsidy in return for rendering prescribed services and is liable for the payment of penalties for non-performance.

"**Supervisory Staff**" means those individuals' exercising supervisory control and who are responsible for the activities and/or work performance of Employees falling within the ambit of such control. Individuals occupying a position such as assistant manager or higher in the administration function, charge hand or higher in the engineering function, chief inspector or higher in the traffic function, chief operator or higher in the traffic control function or assistant chief ticket office clerk or higher in the revenue receiving function fall within the definition of this category of staff.

"**Terminally Ill Employee**" means a permanent Employee who has been diagnosed by a company appointed and/or approved certified specialist physician as suffering from a terminal disease.

"**Week**" in relation to an Employee, means the period of seven days within which the working week of the Employee ordinarily falls.

"Weekly wage" means an Employee's hourly rate multiplied by the ordinary hours worked in a week.

3. **ACROSS THE BOARD INCREASE**

An across-the-board increase on the hourly rate of all Employees, for the term of the Agreement, will apply as follows:

3.1. The base rate of pay for the purpose of this clause will be the hourly rate payable to Employees immediately preceding the commencement date of this Agreement.

3.2. An across-the-board increase of 5.5% on the base rate of pay will become due from the 1 April 2026 for parties and on a date determined by the Minister for non-parties, until 31 March 2027.

4. **MINIMUM HOURLY RATE**

4.1 The minimum hourly wage for Employees will not be less than R54.10 per hour for the period 1 April 2026 to March 2027.

5. **JOB TITLES, GRADES, MINIMUM HOURLY RATES**

5.1. The provisions of this Agreement shall apply to the job titles set out in Annexure A, which specifies:

5.1.1. The definition applicable to each job title.

5.1.2. The various occupations within the trade which are encompassed within the job title.

5.1.3. The Peromnes grade range applicable to such job title.

5.1.4. The minimum hourly rate applicable to such job title.

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5.2. Where an Employer's entry level hourly rate in respect of new Employees is greater than the minimum hourly rate specified in Annexure A, the Employer shall be entitled to maintain such entry level hourly rate without increase.

6. **ORDINARY HOURS OF WORK AND OVERTIME**

6.1. **Ordinary hours of work** – Ordinary hours of work shall not exceed 45 hours in any week.

6.2. **Averaging of hours** – Notwithstanding the provisions of this Agreement, an Employer may conclude a collective agreement which permits the Employer to average the ordinary hours of work and overtime of Employees over a period of up to 4 months, provided:

6.2.1. That the Employer may not require or permit an Employee who is bound by the collective agreement to work more than:

a) An average of 45 ordinary hours of work in a week over the agreed period.

b) An average of 5 hours overtime in a week over the agreed period.

6.2.2. That the collective agreement lapses after 12 months.

6.2.3. That the proviso referred to in sub-paragraph 6.2.2 above only applies to the first two collective agreements concluded in terms of this clause.

6.3. **Meal interval** – An Employer shall not require or permit an Employee to work continuously for more than five hours, without a meal interval, of not less than 30 minutes, during which interval, such Employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime.

6.4. **Rest intervals** – An Employer shall grant to his Employee, other than a member of the operating staff, a rest interval of not less than 10 minutes as nearly practicable in the middle of each first work period and second work period of the day, and during such interval the Employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of the Employee.

6.5. **Weekly day off** – An Employer shall grant to every Employee at least one full day off during every seven consecutive days.

6.6. **Spread-over** – In the case of a member of the operating staff the ordinary hours of work, including the meal interval where applicable, and all overtime, shall on any day be completed within a spread-over of 14 hours.

6.7. **Overtime** - Employees working overtime will be compensated at a rate of 1.5 times their normal hourly rate on an ordinary day and double their normal hourly rate on a working day off.

6.8. **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.

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6.9. **Limitation of overtime**:

6.9.1. An Employer shall not require or permit an Employee to work overtime, otherwise than in terms of a collective agreement or an agreement concluded with the Employee.

6.9.2. The maximum permitted overtime may not exceed 15 hours per week.

6.10. **Set-off** – Where in any one week an Employee absents himself/herself from work during any or all of the ordinary hours of a shift or shifts, without authority, any overtime worked by the Employee shall be paid at the Employee's ordinary rate of pay for a period equivalent to the period of such absence.

6.11. **Rest period** – An Employer shall grant the Employee, other than a member of the operating staff, a daily rest period of a least 12 consecutive hours between the Employee ending and recommencing work.

6.12. **Short-time** – An Employer shall be entitled to implement short-time upon notice to Employees in which event the provisions of clause 37.4.4 will apply.

7. SCHEDULING OF WORK

7.1. Employers have the right to schedule Employees for all ordinary hours of work in any day and/or week at ordinary rates of pay.

7.2. Schedules may make provision for waiting/standby periods, to the extent decided by the Employer, which periods may, amongst other duties, include driving, special hires, attendance at training courses or meetings.

7.3. Employers may amend schedules provided that 7 days' notice is given prior to the implementation of such new schedules.

8. TRAINING

Where training is provided outside of the Employee's normal working hours, Employees required to attend such training will not be remunerated for the first 24 hours of such training in any given calendar year.

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 Employer and is, as a consequence thereof and at the instruction of the Employer, required to sleep out, will be paid an allowance of R883.67 from the 1 April 2026 until 31 March 2027 for each night that the Employee 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 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 R12.99 for the period 1 April 2026 to 31 March 2027 per hour for each completed hour of such special hire/charter or absence.

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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.

10. **NIGHT-SHIFT ALLOWANCE**

A night-shift allowance of R12.99 per hour will be payable from the 1 April 2026 to 31 March 2027 to Employees for the work performed between 20:00 and 03:00.

11. **TOOL ALLOWANCE**

An allowance of R63.03 will be paid from the 1 April 2026 until 31 March 2027 to Employees who, as a requirement of the Employer, are in possession of the applicable tool kit complying with the Employer's specifications.

12. **CROSS BORDER EXPENSES AND ALLOWANCES**

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.

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, R952.57 for the period 1 April 2026 to 31 March 2027.

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, R14.43 for the period 1 April 2026 to 31 March 2027 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.

13. **DUAL DRIVER ALLOWANCE**

Employers engaged in scheduled intercity services, where two Coach Driver are required on the vehicle as a result of the distance to be travelled, shall pay an allowance of R535.22 from the 1 April 2026 until 31 March 2027 per month to each Coach Driver who had engaged in such services for the pay period concerned.

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14. **CELL PHONE ALLOWANCE**

Where Employees are required by the Employer to use his personal cell phone the full actual expense will be reimbursed.

15. **PART TIME ADULT BASIC EDUCATION AND TRAINING INSTRUCTORS**

All Employees who, on a part time basis, perform the work of Adult Basic Education and Training (ABET) instructors will receive an allowance R12.84 for each hour of ABET instruction.

16. **PROFESSIONAL DRIVING PERMIT/LICENSE**

16.1 Employees who are required by the Employer to have a Professional Driving Permit will receive a 100% refund in respect of the cost of the successful renewal of the Professional Driving Permit and the cost of the card that is replaced at the same time as the Professional Driving Permit renewal. Where a medical examination is required for the renewal of the Professional Driver Permit, such medical examination shall, for those individuals employed after 31 March 2004, be performed by a medical doctor of the Employer's choice.

16.2 Individuals employed before 1 April 2004 may use a medical doctor of the Employee's choice for the medical examination referred to above, in which event the Employee will be responsible for the cost thereof.

16.3 Should an Employee contest the medical finding of the company appointed doctor, such Employee will have the right to undergo, at the Employee's cost, a further medical examination by a doctor of the Employee's choice.

16.4 Should the medical opinion of the doctor appointed by the Employee differ from that of the doctor appointed by the company, the Employee shall be entitled to seek a third medical examination. If the Employee does not exercise such right within 14 days, the medical finding of the company appointed doctor will stand. For the purpose of conducting the third medical examination, the parties will establish an agreed panel of doctors. In the event that such third medical examination is sought, the medical opinion obtained from a panel doctor for this purpose will be final and binding.

16.5 Should the panel doctor's opinion confirm the company appointed doctor's opinion, the cost of the third medical examination will be for the account of the Employee.

Should the panel doctor's opinion confirm the Employee appointed doctor's opinion, the cost of the third medical examination will be for the account of the Employer.

16.6 All Employees who are required by their Employer to be in possession of a valid driver's license of the appropriate code and/or professional driving permit (PrDP) are required to obtain from the relevant authorities documented proof of the validity of such licenses and/or PrDP, if requested to do by the Employer and to present such documents to the Employer.

17. **LEGAL ASSISTANCE**

17.1 When an Employee, acting in the course and scope of his employment, is involved in a motor vehicle accident in a company vehicle, and is subsequently charged with

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commission of a criminal offence arising out of the accident, the Employer will provide legal assistance by granting an interest free loan up to a maximum of R 10 000.00.

17.2 The Employer will appoint a lawyer in such cases. Such loans will be repaid in instalments by the Employee immediately. If eventually found not guilty, the Employer will refund the amount already deducted from the Employee's pay.

17.3 The provision of legal assistance is extended to a security guard with a company-issued firearm who is charged with commission of a criminal offence arising from the use of the firearm whilst on duty.

18. **ANNUAL LEAVE**

18.1 Annual leave cycle means the period of 12 months employed with the same Employer, immediately following:

18.1.1 an Employee's commencement of employment; or

18.1.2 the completion of that Employee's prior leave cycle.

18.2 An Employer must grant an Employee at least 21 consecutive days of annual leave, on full remuneration, in respect of each annual leave cycle. This means:

18.2.1 15 working days for Employees working a 5 day week.

18.2.2 18 working days for Employees working a 6 day week.

18.3 An Employer may reduce an Employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the Employee at the Employee's request in that leave cycle.

19. **SICK LEAVE**

19.1 Sick leave cycle means the period of 36 months' employment with the same Employer immediately following:

19.1.1 an Employee's commencement of employment; or

19.1.2 the completion of the Employee's prior sick leave cycle.

19.2 During every sick leave cycle, an Employee is entitled to an amount of paid sick leave equal to the number of days the Employee would normally work during a period of six weeks.

19.3 Despite sub-clause 19.2, during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 26 days worked.

19.4 During an Employee's first sick leave cycle, an Employer may reduce the Employee's entitlement to sick leave in terms of sub-clause 19.2 by the number of days' sick leave taken in terms of sub-clause 19.3.

19.5 An Employer must pay an Employee for a day's sick leave:

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19.5.1 the basic wage the Employee would ordinarily have received for the ordinary hours of work on that day and

19.5.2 on the Employee's usual payday.

19.6 An agreement may reduce the pay to which an Employee is entitled in respect of any day's absence in terms of this clause if:

19.6.1 the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and

19.6.2 the Employee's entitlement to pay:

19.6.2.1 for any day's sick leave is at least 75 percent of the basic wage payable to the Employee for the ordinary hours the Employee would have worked on that day and

19.6.2.2 for sick leave over the sick leave cycle is at least equivalent to the Employee's entitlement in terms of sub-clause 19.2.

20. INFORMING EMPLOYER OF ABSENCE AND PROOF OF INCAPACITY

20.1 Where an Employee is unable to attend work as a result of ill health, the Employee shall be obliged to inform the Employer of this fact within 24 hours of taking ill.

20.2 The Employee shall submit a sick certificate, signed by a medical practitioner who is registered with a professional council established by an Act of Parliament to his Employer, stating the nature of the illness and the duration of Employee's absence.

20.3 This sick certificate shall be submitted within 48 hours of the Employee going absent due to illness.

21. 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:

21.1 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.

21.2 The Employee will be allowed a maximum of 18 working days leave in any one year at normal basic rates of pay.

21.3 The Employee must, prior to any leave being granted in terms of this clause, first have exhausted all his/her sick leave.

21.4 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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21.5 Where companies provide sick leave more than the combined benefits that would accrue from clause 18 of this agreement and this clause, Employees working for such companies will not be entitled to the terminally ill benefit as provided for herein.

21.6 Leave provided in terms of this clause is not cumulative.

22. **MATERNITY LEAVE**

Female Employees will be entitled to 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. Such Employee is also, at the time of her confinement and at her option, entitled to a further period of 10 weeks unpaid leave.

23. **FAMILY RESPONSIBILITY LEAVE**

Employees will be entitled to a maximum of 8 days paid family responsibility leave per annum, for which documentary proof may be required by an Employer. Family responsibility leave may be applied for in respect of the following:

23.1 A maximum of 5 days compassionate leave may be granted in respect of the death of a spouse, life partner, parent, parent-in-law, grandparents, grandchildren, direct or adopted child or direct sibling.

23.2 A maximum of 3 days leave may be granted to an Employee whose child is born or sick; or to a spouse for the care of a mother who is ill relating to the confinement within a period of a year.

24. **STUDY LEAVE**

Employees shall be entitled to paid study leave as follows:

24.1 2 days prior to and 1 day on the day of the examination per approved course, subject to a maximum of 15 days per annum for approved courses,

24.2 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",

24.3 Study leave benefits are only applicable to examinations in courses undertaken at registered institutions of higher learning within South Africa.

24.4 Eligibility for the above benefit shall be subject to: -

24.4.1 Applications for Study Leave in terms of clause 24, 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,

24.4.2 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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24.4.3 Employees whose applications are approved must, at least one month prior to embarking on any study leave in terms of clause 24, provide the Employer with documentary proof of the Employee's eligibility to write the exam.

24.5 Should a dispute arise out of the application of clause 24, the matter must be dealt with in terms of the companies' grievance procedure.

25. **RETIREMENT FUND**

25.1 Membership of Retirement Fund is compulsory in respect of all Employees.

25.2 The Employer's contribution to such fund shall not be less than 10% of the Employee's basic wage.

23.3 The Employee's contribution to such fund shall not be less than 7.5% of the Employee's basic wage.

26. **BONUS**

26.1 Employees who are in the service of their Employer on the first day of December in any calendar year, shall be paid a bonus equivalent to one month's basic wages, provided that such bonus will be calculated pro rata to an Employee's service where the Employee is engaged for a period of less than 12 months immediately preceding the first day of December.

26.2 Employees who leave the service of the Employer prior to the 1st of December in any one year, will be paid a pro rate portion of the bonus referred to above provided that the termination of their service is as a result of any one of the following:

26.2.1 the Employee being declared medically unfit to continue employment or,

26.2.2 the Employee attaining normal retirement age or,

26.2.3 the employment relationship being terminated for operational reasons or,

26.2.4 the death of the Employee.

26.3 Employees in the Intercity and Commercial Cluster will be paid their annual bonus on the first payday following their employment anniversary date.

26.4 Any Employer seeking exemption from the provisions of this clause because of financial reasons shall be obliged to follow the exemption procedure detailed in Annexure C.

27. **PRIMARY HEALTH CARE**

27.1 Employers must offer the Affinity Reef option as a primary health scheme for the employee only (no other dependants). The initial Employer contribution rate to not exceed R221-00 per month. Provided that the Employer contribution to the scheme in any year will not increase by more than the average CPI for the preceding 12 months (capped to a maximum of 6%).

27.2 Once the NHI comes in and the Employer is required to contribute to the NHI, this scheme will terminate to avoid double funding of primary health care.

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27.3 The scheme will be offered as an optional scheme to Employees who currently do not have a formal primary health scheme or membership of a formal medical aid scheme in place.

27.4 This benefit will not be revisited within the next 3 years (other than if point 2 applies).

27.5 This benefit will be implemented for both parties and non-parties on the 1st day of the month following the month in which the agreement is extended by the Minister of Employment and Labour.

28. CONTRACT PENALTIES

Where an Employee is found to be directly responsible for a penalty being imposed on the Employer because of the non-compliance with the terms and conditions of a subsidised contract, the Employee will be required to reimburse the Employer to the extent of the penalty incurred, up to a maximum of R600.00 per incident. Such reimbursement shall be deducted from the basic wage of the Employee.

29. RETRENCHMENT/SEVERANCE PACKAGE

29.1 Where an Employee is eligible for severance pay following dismissal for operational requirements, this shall be calculated on a basis of two weeks' severance pay for each completed year of service. (this issue is not to be raised again as a demand by organised labour unless future legislative changes necessitate alignment),

29.2 Provided that the provisions of this Agreement shall not supersede the provisions of any other common law agreement which may be binding upon Employers and/or Employees in relation to the payment of a severance pay following upon dismissal for operational requirements.

30. FARE INCREASES

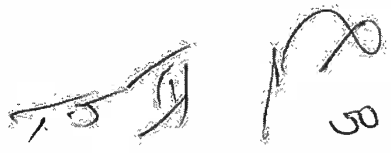
Employees will not obstruct, act against or undermine fare increases in any manner. Only Employees who, as part of their normal duties, are required to promote fare increases will be required by the Employer to do so. Employees will not be disciplined for refusing to promote fare increases where this is not part of their normal duties.

31. TRADE UNION NATIONAL RETIREMENT FUNDS

It is agreed that labour's demand that Employees be allowed to move to national union retirement funds, be referred in its entirety to company level. Plant level meetings with labour representatives and other relevant parties and stakeholders will be held for this purpose.

32. 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.



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

33. **PROHIBITION OF EMPLOYMENT**

An Employer shall not:

33.1 employ any person under the age of 15 years,

33.2 require or permit any female Employee to work during the period commencing 1 month prior to the expected date of her confinement and ending 2 months after the date of her confinement, unless a medical practitioner who is registered with a professional council established by an Act of Parliament certifies that the Employee is fit to resume work earlier.

34. **NOTICE OF TERMINATION OF CONTRACT**

Other than where individual contracts of employment provide for a longer notice period, the Employer, or the Employee, other than a casual Employee, who desires to terminate the contract of employment, shall give:

34.1 during the first four weeks of employment, not less than one workday's notice of termination of contract,

34.2 after the first four weeks of employment, not less than one week's notice of termination of contract.

35. **CERTIFICATE OF SERVICE**

On termination of employment an Employee is entitled to a certificate of service stating:

35.1 the Employee's full name,

35.2 the name and address of the Employer,

35.3 a description of the Bargaining Council by which the Employer's business is covered,

35.4 the date of the commencement and the date of termination of employment,

35.5 the title of the job or a brief description of the work for which the Employee was employed at the date of termination,

35.6 the Employee's remuneration at date of termination and

35.7 if the Employee so requests, the reason for termination of employment.

36. **KEEPING OF RECORDS**

36.1 Every Employer must keep a record containing at least the following information:

36.1.1 the Employee's name and occupation,

36.1.2 the time worked by each Employee,

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36.1.3 the remuneration paid to each Employee,

36.1.4 the date of birth of any Employee under 18 years of age and

36.1.5 any other prescribed information.

36.2 A record in terms of sub-clause 36.1 must be kept by the Employer for a period of three years from the date of the last entry in the record.

36.3 No person may make a false entry in a record maintained in terms of sub clause 36.1 above.

36.4 An Employer who keeps a record in terms of this clause is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

37. **PAYMENT OF REMUNERATION**

37.1 Any amount due to an Employee shall, in accordance with company policy, be paid weekly, fortnightly or monthly in cash, or by direct deposit into an account designated by the Employee.

37.2 Any remuneration paid in cash must be given to each Employee:

37.2.1 at the workplace or at a place agreed to by the Employee,

37.2.2 on the designated pay day and

37.2.3 in a sealed envelope.

37.3 An Employer must give an Employee the following information in writing on each day that an Employee is paid:

37.3.1 the Employer's name,

37.3.2 the Employee's name and occupation,

37.3.3 the period for which the payment is made,

37.3.4 the Employee's gross remuneration,

37.3.5 the amount and description of any deduction made from the remuneration,

37.3.6 details of overtime and other earnings and

37.3.7 the actual nett pay.

37.4 Save as provided for in terms of this Agreement, no Employer shall levy any fines against the Employee, nor may he make any deductions from the Employee's remuneration other than:

37.4.1 with the written consent of the Employee,

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37.4.2 whenever an Employee is absent from work, other than at the direction of his Employer, a deduction proportionate to the period of his absence and calculated on the basis of the basic wage of the Employee in respect of his ordinary hours of work at the time of such absence, subject to any set-off which may be applicable in terms of clause 6.10 above,

37.4.3 a deduction of any amount which an Employer by law or order of any competent court or by collective agreement is required or permitted to make,

37.4.4 whenever the ordinary hours of work are reduced because of short-time as defined, a deduction not exceeding the amount of the Employee's hourly basic wage in respect of each hour of such reduction. Provided that;

a) such deduction shall not exceed one third of the Employee's weekly/monthly wage, as the case may be, irrespective of the number of hours by which the ordinary hours of work are thus reduced,

b) no deduction shall be made in the case of short-time arising out of slackness of trade or inability to operate normal services unless the Employer has given his Employee notice on the previous workday of his intention to reduce the ordinary hours of work,

c) no deduction shall be made in the case of short-time owing to a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the Employer has given his Employee notice on the previous day that no work will be available.

37.4.5 with written consent of an Employee, a deduction of any amount which an Employer has paid or has undertaken to pay to;

37.4.5.1 a registered financial institution, local authority or the State in respect of a payment on a loan granted to such Employee to acquire a dwelling,

37.4.5.2 any organisation or entity in respect of the rent of a dwelling occupied by such Employee,

37.4.6 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to the Employee by the Employer. Provided that any such deduction shall not exceed one third of the total remuneration due to the Employee on the pay-day concerned and provided further that no such deduction shall be made in respect of any period during which the Employee's basic wage is reduced in terms of paragraph 37.4.4.

37.4.7 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to the Employee by a third party whom the Employer has approved for the purposes of advancing loans.

38. **DESIGNATED AGENTS**

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38.1 One or more persons shall be appointed by the Council as agent(s) to assist in enforcing the terms of this Agreement.

38.2 The Council may, in terms of Section 33 of the Act, request the Minister of Employment and Labour to appoint any person as a designated agent of the Council.

38.3 A designated agent shall have the powers conferred on a commissioner by Section 142 of the Act, except the powers conferred by Section 142(1) (c) and (d).

39. **APPLICATIONS FOR EXEMPTION AND APPEALS AGAINST DECISIONS OF THE EXEMPTION PANEL**

The procedures to be adopted in applying for exemption, and appealing against a decision of the exemption panel, are set out in Annexure C to this Agreement.

40. **DISPUTE PROCEDURE**

Dispute procedures are detailed in Annexure B to this Agreement.

41. **LEVIES**

40.1 Employees for whom minimum basic wages are prescribed an amount equalling 0.5% per week or per month of an Employee's normal basic wage shall be deducted by an Employer from the basic wage of every Employee,

40.2 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 equalling 0.5% per week or 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,

40.3 To the amounts deducted in terms of clause 40.1 and 40.2, the Employer shall add a like amount and pay the total by no later than the 7th of each month over to the Council together with the schedules at Ground Floor, Stonefountain House, 95 Klipfontein Road, Rondebosch, 7700, or into the Council's bank account: SARPBAC, First National Bank, Account no. 62289781752, Branch Code 202409.

42. **ADMINISTRATION OF AGREEMENT**

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion and rulings not inconsistent with the provisions thereof for the guidance of Employers and Employees.

43. **APPLICATION OF AGREEMENT**

43.1 No Employer which is bound by the terms of any Collective Agreement concluded by SARPBAC shall be compelled by industrial action, litigation or otherwise to negotiate on matters contained in such Collective Agreement at any other level during the currency of such Agreement.

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43.2 The National Bargaining Forum shall be the sole forum for the negotiating of collective agreements on substantive conditions of employment, no negotiations on substantive conditions of employment shall take place at plant level.

44. REGISTRATION

All Employers operating in the Road Passenger Transport Trade who employ Eligible Employees in terms of this Agreement are compelled to register with the South African Road Passenger Bargaining Council.

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ANNEXURE A

JOB TITLES, GRADES, MINIMUM HOURLY RATES

Job Title	Purpose Statement	Occupations Included	Range of Grades	Minimum Rate Per Hour with the coming into operation of the Agreement until 31 March 2027
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, Trimmer, Welder.	P13-P10	R 108.62
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 63.69
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 95.85
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 54.10
Cashier	Receives cash from drivers and/or ticket sellers and banks all cash received.	Cashier, Cashier - Ex DC.	P14-P12	R 73.45
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	R 54.10

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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 67.10
Cook	Prepares and serves meals to staff members. Compiles a weekly menu and assists in canteen administration. Supervises Canteen Attendants.	Chef	P15	R 76.66
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 83.04
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 83.04
Driver Instructor	Provides training to drivers and conducts evaluations on drivers.	Driver Instructor, Driver Training Instructor.	P12 - P11	R 95.85
ETM Technician	Services, repairs and maintains Electronic Ticket Machines.	ETM Repairer, ETM Technician, Wayfarer Mechanic, Setright Mechanic, Senior Setright Mechanic.	P14 - P10	R 70.31
Forklift Driver	Operates a forklift to move equipment within the premises.	Forklift Driver	P18	R 70.31

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Fuel Attendant	Refuels buses /company vehicles.	Fuel Attendant, Diesel/Fuel Attendant.	P17-P16	R 54.10
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 54.10
Handyman	Performs general building maintenance and repair work for plumbing, electrical, building and paving activities.	Handyman, Handyman Building Maintenance, Handyman Electrical	P16-P11	R 73.45
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 92.97
Hospitality Representative	Meets and greets clients at airports and ensures that the correct vehicles are boarded.	Hospitality Representative	P13	R 66.87
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 83.44
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 76.66
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,	P13-P12	R 83.31

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		Honorary Artisan, Auto Elec Operative, Body Shop Operative, Operative A.		
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 54.10
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 54.27
Porter	Loads and off loads luggage at major centres in an intercity environment.	Porter	P19	R 54.10
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 70.31
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	R 60.70
Route Controller	Ensures that specific routes are covered for passengers to arrive on time at destinations.	Route Controller	P12 - P11	R 153.26
Security Guard	Patrols and guards company assets and personnel and provides secure access control to the property.	Security Guard, Gatekeeper.	P17 - P16	R 57.54
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 83.31
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	R 95.86

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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 83.31
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 57.54
Stores Driver	Performs driving duties for stores e.g. collection of parts and other store items. Requires the applicable license.	Stores Driver	P15	R 54.10
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 70.31
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	R 67.39
Tea Person	Make tea and coffee and wash dishes	Tea Person	P18	R 54.10
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 54.10
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 cleaning of the yard, offices, buildings, equipment and premises.	Terrain Controller, Yard Supervisor.	P13 - P12	R 107.50

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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 73.45
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	R 73.45
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 83.31
Typist	Types documents and performs clerical duties for a department, e.g. Operations.	Typist, Typist Clerk.	P15-P13	R 73.45
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 54.10
Tyre Controller	Supervises tyre attendants and ensures optimal work output.	Tyre Supervisor	P13	R 107.50
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,	P19-P15	R 54.10

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		Greaser, General Worker, Labourer, Tyre Shop Assistant, Upholstery Assistant, Vehicle Checker.		

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ANNEXURE "B"

DISPUTE RESOLUTION

1. DISPUTE

A dispute is any disagreement relating to matters of interest or right between: -

1.1 two or more Parties to this Constitution or

1.2 an individual Employer(s) and any Eligible Employee(s) or

1.3 SARPBAC by way of its Agents or any other person so appointed by SARPBAC and an Employer and/or Employee and/or Employers' Organisation(s) and/or Trade Union(s) for failure to comply with the provisions of this Constitution and/or one or more of the SARPBAC's Agreements or:

in connection with the interpretation and/or application of SARPBAC's Constitution and/or Collective Agreements, organizational rights, disputes about unfair dismissals or unfair labour practices and all other disputes required, in law, to be resolved by SARPBAC.

2. DISPUTE RESOLUTION AGENCY

SARPBAC may appoint a dispute resolution agency or agencies to assist with the management of the dispute resolution function of SARPBAC and reference in this appendix to SARPBAC shall, where such agency or agencies have been appointed, be read as reference to such appointed agency or agencies.

3. DISPUTE RESOLUTION PANELS

3.1 SARPBAC shall establish and maintain regional panels of Commissioners, who are accredited conciliators and/or arbitrators, to carry out the conciliation and/or arbitration functions of SARPBAC.

3.2 The panels shall have a sufficient number of properly qualified Commissioners to handle disputes without undue delay and in an effective and efficient manner.

3.3 The appointed dispute agency or agencies shall provide names of possible Commissioners from which SARPBAC will select the various regional panels.

3.4 SARPBAC may, at any stage and after a thorough investigation as to the reasons submitted for the removal of a Commissioner by any Party, decide to remove an individual from a panel.

4. REFERRAL OF DISPUTES

4.1. Parties to SARPBAC, as also Parties who fall within the registered scope SARPBAC, may refer a dispute to SARPBAC should the dispute not be resolved at plant level and a Party to the dispute wish to take the matter further.

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4.2. Disputes shall only be referred to SARPBAC after Parties to the dispute have complied with and exhausted all plant level dispute resolution procedures and failed to resolve the dispute.

4.3. A Party may refer a dispute to SARPBAC if:-

4.3.1 there is no plant level Collective Agreement or if the plant level Collective Agreement does not provide dispute procedures

4.3.2 the procedure provided for in the plant level Agreement is inoperative

4.3.3 a Party to the dispute has frustrated the resolution of the dispute in terms of the plant level procedures

4.4. A Party wishing to refer a dispute to SARPBAC for conciliation, Conciliation/Arbitration and/or arbitration must do so in writing, by completing SARPBAC's referral form setting out the details of the dispute and lodging the referral form, duly signed, together with all other required documentation with SARPBAC within the allowed time frame.

4.5. The referring Party must, when lodging a dispute with SARPBAC, attach documented proof that a copy of the referral form has been served on all other Parties to the dispute.

4.6. SARPBAC shall, on receipt of a referral and having satisfied itself as to the compliance of the referral with agreed procedures and time frames, appoint a Commissioner from the panel to conciliate, conciliate/arbitrate or arbitrate the dispute, as the case may be, and arrange the venue, date and time for the matter to be heard.

4.7. Disputes, including dismissal disputes, must be lodged with SARPBAC within thirty (30) days of the date on which the Act giving rise to the dispute occurred or, if at a later date, within thirty (30) days of all the plant level, internal dispute resolution procedures have been complied with and exhausted.

4.8. Unfair labour practice disputes must be lodged with SARPBAC within ninety (90) days of the date that the alleged unfair labour practice occurred.

4.9. SARPBAC shall refuse to accept a late referral unless, and until, an application for Condonation has been lodged with SARPBAC in terms of Clause 6 of this appendix.

5. TIME PERIODS

For the purpose of calculating any period of time in terms of these dispute resolution procedures:-

5.1 a day means any day of the week including Saturdays, Sundays and Public Holidays but excludes the period from the 16th December of any year to the 7th January of the following year, both days inclusive.

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5.2 the first day is excluded and the last day is included, subject to Clause 5.1 above.

6. CONDONATION FOR LATE REFERRAL

6.1 Late referral applies to any document, including a referral or an application document, lodged with SARPBAC outside of the time period prescribed in the Act or this appendix.

6.2 A Party lodging a late referral and/or document must apply for Condonation at the same time as lodging such late referral and/or document.

6.3 An application for Condonation must set out the grounds for seeking Condonation and must include details of the following:-

6.3.1 the degree of lateness

6.3.2 the reasons for the lateness and degree of fault

6.3.3 the referring Party's prospects of succeeding with the dispute and obtaining the relief sought against the other Party or Parties

6.3.4 any prejudice to the other Parties and

6.3.5 all other relevant factors.

6.4. SARPBAC shall not accept any late referral without a Condonation application being attached to such late referral together with documented proof that all other Parties to the dispute have been notified about the late referral and application for Condonation.

6.5. Once a Condonation application has been submitted the responding Party or Parties must, should they wish to oppose such application, lodge written objections thereto within fifteen (15) days of receipt of the notice of such Condonation application.

6.6. A Commissioner will be appointed and will consider the late application and any objections lodged against the said application within fifteen (15) days after the date allowed, in terms of Clause 6.5 above, for submission of objections to such late referral and Condonation application.

7. SERVING OF DOCUMENTS ON PARTIES

The Party referring a dispute to SARPBAC must serve copies of such referral on each and every other Party to the dispute by:-

7.1. handing a copy of the referral documents to the person(s) that is Party to the dispute or

7.2. handing a copy of the referral document to the person(s) authorised in writing to accept service on behalf of each of the Parties to the dispute or

7.3. faxing a copy of the referral document to all other Parties to the dispute or

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7.4. sending a copy of the referral document by registered post to each of the other Parties to the dispute or

7.5. sending a copy of the referral document by courier to each of the other Parties to the dispute or

7.6 sending a copy of the referral document by e-mail to each of the other Parties to the dispute.

8. **LODGING DOCUMENTS WITH SARPBAC**

8.1 The Party declaring the dispute must lodge the required dispute referral document and all supporting documentation with SARPBAC by:-

handing the documents to an Official of SARPBAC or

faxing the documents to SARPBAC or

sending the documents by registered post to SARPBAC or

sending the documents by Courier to SARPBAC or

sending a copy of the documents by e-mail to SARPBAC.

8.2 Documents will only be considered lodged with SARPBAC on the date on which SARPBAC actually receives such referral documents.

8.3 It is the sole responsibility of the referring Party to ensure the timely delivery of the documents to SARPBAC and to verify receipt of the documents by SARPBAC.

9. **REPRESENTATION AT DISPUTE PROCEEDINGS**

9.1. A Party to a dispute must appear in person at the dispute proceedings before SARPBAC but may, in addition, be represented by:-

9.1.1. a Legal Practitioner or labour law consultant subject to agreement between the Parties or

9.1.2. a member, Official or office bearer of a registered Trade Union, that the Party was a member of at the time the dispute arose or

9.1.3. an Official or office bearer of a registered Employer's association that the Party was a member of at the time the dispute arose or

9.1.4. a director, employee, trustee or partner of the Employer Party or

9.1.5. if proceedings are brought, or opposed, by more than one Party by another party to the dispute.

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9.2. Despite clause 9.1.1 above, if the dispute is about the fairness of a dismissal and a Party has alleged that the reason for the dismissal relates to the Employee's conduct or incapacity, the Parties are not entitled to be represented by a Legal Practitioner in the proceedings unless:-

9.2.1. the Commissioner and the other Parties consent to such an arrangement;

9.2.2. the Commissioner concludes that it is unreasonable to expect the Party to deal with the dispute without legal representation, after considering the nature of the questions of law raised by the dispute, complexity of the dispute, public interest and/or the comparative ability of the opposing Parties or their representatives to deal with the dispute.

10. JOINING OF PARTIES TO PROCEEDINGS

10.1. SARPBAC or a Commissioner may join any number of persons as Parties in proceedings, if the right to relief depends on substantially the same question of law or fact.

10.2. A Commissioner may make an order joining any person as a Party in the proceedings if the Party to be joined has a substantial interest in the subject matter of the proceedings.

10.3. A Commissioner may make an order in terms of Clause 10(2) above

10.3.1 on the Commissioner's own accord or

10.3.2 on application by a Party or

10.3.3 if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a Party.

10.4. An application to join any person as a Party to proceedings must be accompanied by copies of all documents previously delivered unless the person concerned or that person's representative is already in possession of the documents.

10.5. Subject to any order made in terms of Clause 10.2 above, a joiner in terms of this clause does not affect any steps already taken in the proceedings.

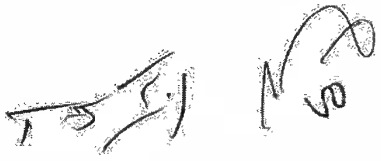
11. CORRECTING THE CITATION OF A PARTY

If a Party to any dispute proceedings has been incorrectly or defectively cited, SARPBAC may, on application by the Parties and on notice to the Parties concerned, correct the error or defect.

12. CONSOLIDATION OF DISPUTES

12.1. SARPBAC or Commissioner, of their own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with at the same dispute proceedings.

12.2. Disputes will be consolidated if they are of a similar nature and/or originating from the same incident.



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13. **DISCLOSURE OF DOCUMENTS**

Any Party may request a Commissioner at a dispute hearing to make an order requiring any other Party to the dispute to disclose all relevant documents.

14. **FAILURE TO ATTEND PROCEEDINGS**

14.1. The Parties to a dispute must attend the conciliation, Conciliation/Arbitration or arbitration in person, irrespective of whether or not they are represented by third parties.

14.2. If a Party to a dispute fails to attend the dispute proceedings before SARPBAC, and that party.

14.2.1. has referred the dispute to SARPBAC, a Commissioner may dismiss the matter by issuing a written ruling or

14.2.2. has not referred the matter to SARPBAC, the Commissioner may:-

14.2.2.1. continue with the proceedings in the absence of that Party or

14.2.2.2. adjourn the proceedings to a later date not more than sixty (60) days from such adjourned proceedings

14.3. A Commissioner must be satisfied that all Parties have been properly notified of the date, time and venue of the proceedings, before making any decision in terms of Clause 14(2).

14.4. If a Party or Parties fail to appear at the time scheduled for commencement of the arbitration hearing the Commissioner will postpone the proceedings for thirty (30) minutes. If a Party or Parties, after expiry of thirty (30) minutes, still fail to appear, the Commissioner will make a decision in terms of Clause 14(2).

14.5. If a matter is dismissed, SARPBAC must send a copy of the ruling to the parties.

14.6. The Commissioner may award costs in accordance with the provisions of Section 138(10) of the LRA, and shall be obliged to award costs against the Party whose non-attendance results in the matter being postponed, in the absence of such party providing compelling reasons for non-attendance.

15. **UNREPRESENTED APPLICANTS WITHOUT CONTACT DETAILS**

15.1 An unrepresented applicant who intends to refer a dispute to SARPBAC and who does not have a postal address or fax number or email must hand deliver the referral form to SARPBAC.

15.2 If a referral form as contemplated in clause 15.1 above is received SARPBAC must provide the applicant with a case number and written instructions to contact SARPBAC by telephone or in person, within seven days of the date of referral, in order for SARPBAC to notify the applicant of the details of the hearing.

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15.3 The administrator who notifies the applicant of the hearing in terms of clause 15(2) above must record on the case file and on the case management system that the applicant has been notified of the details of the hearing.

15.4 The record made in terms of clause 15.3 above will constitute proof that the applicant was notified of the hearing.

16. **RECORDINGS OF DISPUTE PROCEEDINGS**

16.1 The Commissioner must keep a record of:-

16.1.1 evidence given in an arbitration hearing

16.1.2 sworn testimony given in any proceedings before the Commissioner; and

16.1.3 any arbitration award or ruling made by the Commissioner.

16.2 The record may be kept by legible hand-written notes or by means of an electronic recording

16.3 A Party may request a copy of the transcript of a record or a portion of a record kept in terms of Clause 16(1) above, on payment of the costs of the transcription

16.4 After the person who makes the transcript of the record has certified that it is correct, the record must be returned to SARPBAC

16.5 The transcript of a record certified as correct in terms of Clause 16(3) above is presumed to be correct, unless the Labour Court decides otherwise.

17. **ISSUING OF A SUBPOENA**

17.1 Any Party, who requires SARPBAC or a Commissioner to subpoena a person in terms of section 142(1) of the Act, must file a completed subpoena form, requesting a subpoena together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary.

17.2 An application in terms of Clause 17(1) above must be lodged with SARPBAC at least ten (10) days before the arbitration hearing, or as directed by the Commissioner hearing the arbitration

17.3 SARPBAC or a Commissioner may refuse to issue a subpoena if:-

17.3.1. the Party does not establish why the evidence of the person is necessary or

17.3.2. the Party subpoenaed does not have a reasonable period in which to comply with the subpoena

17.3.3. SARPBAC or a Commissioner is not satisfied that the Party has made arrangements to pay the reasonable travel costs of the person subpoenaed.

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17.4. A subpoena must be served on the witness that is subpoenaed:-

17.4.1 by the person who has requested the subpoena or by the Sheriff at least seven (7) days before the scheduled date of the arbitration and

17.4.2 if so directed by SARPBAC, accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Gazette in terms of section 142(7) of the Act and the witnesses' reasonable travel costs

17.4.3. Clauses 17.3.3 and 17.4.2 above do not apply if SARPBAC in terms of section 142(7)(c) of the Act has waived the requirement for the Party to pay witness fees.

18. **CONCILIATION OF DISPUTES OF INTEREST**

This section applies to Disputes of Interest referred to SARPBAC. SARPBAC's jurisdiction in Disputes of Interest is limited to conciliation. In regard to conciliation of such disputes the following shall apply:

18.1 Notice by SARPBAC of a conciliation meeting

18.1.1 After receiving a referral in terms of Clause 4, SARPBAC must give the Parties at least twenty-one (21) days' notice in writing of a conciliation hearing, unless the Parties agree to a shorter period of notice.

18.1.2 SARPBAC will give notice by fax, registered post or email, depending on the information provided by the Parties.

18.2 Failure to attend conciliation by a Party

18.2.1 The Parties to a dispute must attend the conciliation.

18.2.2. If a Party to a dispute fails to attend conciliation, the Commissioner may deal with it in terms of Clause 14.

18.3 If conciliation fails to resolve a Dispute of Interest that has been referred to SARPBAC in terms of Clause 4 of this appendix and a certificate has been issued by the Commissioner stating that the dispute has not been resolved then:-

18.3.1. after of a cooling-off period of thirty (30) days from the date of such certificate, or any extension of this period agreed to between the parties to the dispute.

18.3.2. every Employee, involved in the dispute who has the right to strike in terms of Section 64 of the Act, may embark on such strike action subject to at least forty-eight (48) hours' written notice of the commencement of such strike action being given to the Employer that is party to the dispute or, where more than one

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Employer is party to the same dispute, to SARPBAC and to the Employers' Organisation to which such Employers are members.

18.3.3. every Employer, involved in the dispute who has the right to lock-out in terms of Section 64 of the Act, may commence with such lock-out action subject to at least forty-eight (48) hours' written notice of the commencement of such lock-out action being given to the Trade Union (s) that is party to the dispute or, if there is no such Trade Union, to the Employees concerned unless the issue in dispute relates to a Collective Agreement to be concluded in SARPBAC in which case notice must also be given to SARPBAC.

18.3.4 if the issue in dispute concerns a refusal to bargain, as contemplated in Section 64(2) of the Act, an advisory award must have been made in terms of Section 135(3)(c) of the Act before the notice as provided for in Clauses 18.3.2 and/or 18.3.3 above may be given.

19. **CONCILIATION/ARBITRATION OF DISPUTES OF RIGHT**

All unresolved Disputes of Right, including disputes about the fairness of a dismissal or a dispute about an unfair labour practice, may be referred to SARPBAC. In regard to such referrals, the following shall apply:

19.1 All unresolved Disputes of Right that are referred to SARPBAC in terms of Clause 4 of this appendix will be scheduled for Conciliation/Arbitration subject to Clause 19.2 below

19.2 Where a Party objects to the Conciliation/Arbitration process, the matter will proceed directly to arbitration on the day that it is scheduled for the Conciliation/Arbitration proceedings

19.3 SARPBAC must give the Parties at least twenty-one (21) days' notice in writing that a matter has been scheduled for Conciliation/Arbitration, unless the Parties agree to a shorter period of notice.

19.4 The provisions of the Act and the provisions set out in this appendix that are applicable to conciliation and arbitration respectively apply, with the changes required by the context, to Conciliation/Arbitration Proceedings.

19.5 If the arbitration does not commence on the dates specified in terms of the notice in Clause 19(3) above, SARPBAC must, subject to clause 14 above, reschedule the matter.

20. **PRE-ARBITRATION CONFERENCE**

20.1 The Parties to an arbitration shall hold a pre-arbitration conference dealing with the relevant matters prior to the Conciliation/Arbitration or arbitration proceedings taking place.

20.2 The Parties should endeavour to hold a pre-arbitration conference at least seven (7) days before the scheduled date for the commencement of the conciliation/arbitration or arbitration proceedings.

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21. POSTPONEMENT OF PROCEEDINGS

21.1 Any Party may apply for a postponement of conciliation, Conciliation/Arbitration or arbitration proceedings by serving an application for postponement on the other Parties to the dispute and lodging a copy with SARPBAC at least seven (7) days before the scheduled date of such proceedings.

21.2 SARPBAC must postpone proceedings without the Parties appearing if

21.2.1 all the Parties to the dispute agree in writing to the postponement and the written agreement for the postponement is received by SARPBAC at least seven (7) day's prior to the scheduled date of the such proceedings; or

21.2.2 there are compelling reasons to postpone.

21.3 Upon postponement of any proceedings, the Commissioner must reschedule such proceedings to a later date not more than sixty (60) days from such postponement.

21.4 Any Party who seeks or causes a postponement in circumstances other than those provided for in clauses 21.1 or 21.2 above shall bear the costs of the postponement regardless of the cause.

22. ARBITRATION OF DISPUTES

22.1 SARPBAC must give the Parties at least twenty-one (21) days notice in writing of an arbitration hearing, unless the Parties agree to a shorter period of notice.

22.2 The Commissioner shall conduct the arbitration proceedings as stipulated in Section 138 of the Act.

22.3 In arbitrating disputes referred to SARPBAC, a Commissioner will have the powers provided for in Section 142 of the Act read with the charges required by the context.

22.4 An Commissioner conducting an arbitration may make an appropriate award, including, but not limited to, an award:-

22.4.1 ordering any person to pay any amount owing in terms of a Collective Agreement.

22.4.2 confirming, varying or setting aside a compliance order issued by SARPBAC.

22.4.3 any award as contemplated in section 138(9) of the Act.

22.5 The Commissioner may make an order for the payment of costs against a Party or Parties if requested to do so and if the Commissioner deems the actions of the Party or Parties, against whom such costs award has been requested, to have unduly delayed or frustrated the resolution of the dispute or that such Party or Parties have acted in a frivolous or vexatious manner regarding the dispute.

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22.6 An arbitration award made by a Commissioner is final and binding and may be enforced as if it were an order of the Labour Court, unless it is an advisory arbitration award.

22.7 Arbitration awards are subject to Sections 143(2) and 143(4) (as amended), of the Act.

22.8 Arbitration awards may be varied or rescinded as contemplated in Section 144 of the Act.

22.9 Any Party to a dispute who alleges a defect in any arbitration proceedings may, in terms of Section 145 of the Act, apply to the Labour Court for an order setting aside the arbitration award.

22.10 The Commissioner must, within fourteen (14) days of the conclusion of the arbitration proceedings, issue a signed arbitration award with brief reasons for the award.

22.11 The Commissioner must provide a copy of the award to SARPBAC and each Party to the dispute.

23. COSTS

23.1 The *Council* must, subject to paragraph 23.2, pay the fees and costs of the *conciliators* and *arbitrators* in the proceedings. Each party to the *dispute* must pay its own costs with regard to travelling, meals, legal representation (if applicable), witness fees (if applicable) and other related expenses.

23.2 Costs may be awarded on application of a party, or of the panellist's own accord after hearing the parties. Costs may be awarded on the following grounds:

(a) If the panellist is satisfied that the referral was made or defended vexatiously or without reasonable cause; or

(b) Any time during the proceedings, where a party has caused unreasonable delays; or

(c) If the panellist is satisfied that a party, or a person who represented that party in the proceedings acted in a manner seriously compromising the proceedings; or

(d) If a proceeding is adjourned or dismissed because a party to the dispute failed to attend or to be represented at the proceedings; or

(e) Enforcement cost as directed through Arbitration process.

(f) Any other grounds specified in the SARPBAC Rules for the Conduct of Proceedings

23.3 Costs awarded may include—

(a) the costs of the hearing, including the panellist's' and interpreters fee;
(b) legal and professional costs of the parties;
(c) other expenses which a party has incurred in the conduct of the *dispute*; and
(d) expenses of witnesses.

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23.4 If a party to a *dispute* withdraws a referral less than 5 workings days before the scheduled date of the conciliation or arbitration, that party must bear the cost of the *conciliator* or *arbitrator*, unless the withdrawal is the result of a settlement agreement.

24 PEACE OBLIGATION

The parties to this Constitution, and those bound in law to this Constitution, undertake not to strike, lockout or engage in any other form of industrial action that is in conflict with the dispute resolution procedures set out in this annexure and will, should such action take place, do everything within their power to normalize the situation and ensure continuation of services throughout the processing of the dispute.

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ANNEXURE "C"

EXEMPTION PROCEDURE

1. Employers to whom the terms of a Collective Agreement are applicable may apply to SARPBAC for exemption from any term(s) of the Collective Agreement, provided that exemption applications shall comply with the following requirements:

1.1. The application for exemption must be forwarded, in writing, to the General Secretary within thirty (30) days of:

(a) the conclusion of the Collective Agreement in respect of those Employers bound by the Collective Agreement in accordance with the provisions of Section 23(1)(c) of the LRA; or

(b) the date specified in accordance with the provisions of Section 32(2) of the LRA in respect of all other Employers:

as the case may be.

1.2. The application must specify the clause(s) from which exemption is being sought.

1.3. The application must clearly indicate the nature and extent of the relief being sought.

1.4. The application must be fully motivated.

1.5. The application must be accompanied by relevant supporting documentation and financial information.

1.6. Applications that affect Employees' conditions of service shall not be considered unless the Employer submits proof that it has notified the affected Employees and/or their representative Trade Union(s) of the fact that an application for exemption is being made and informing such Employees and/or their representative Trade Union(s) that they are entitled to make written submissions, within fourteen (14) days of receipt of the notification, to the exemption panel through the General Secretary.

1.7. The application shall, if the nature of the relief sought dictates, be accompanied by a plan reflecting the strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.

1.8. Indicate the period for which exemption is required.

2. Implementation of the clause(s) from which exemption is being sought will be suspended by the specific Employer pending the outcome of the exemption application.

3. On receipt of an application for exemption, the General Secretary must provide written acknowledgement of the receipt of the exemption application to the applicant Employer and inform all the Parties to SARPBAC of such application as well as the nature of the relief being sought.

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4. The Parties to the exemption procedure shall be the applicant Employer and the representative Trade Union(s) representing Eligible Employees within the applicant Employer's organisation to whom the Collective Agreement is applicable, or in the absence of a representative Trade Union, such eligible Employees.

5. Any application for exemption will be heard by an independent panel or a panellist appointed for this purpose by SARPBAC

6. The above panel, (which may consist of up to three persons,) or appointed panellist shall be known as the exemption authority.

7. The exemption authority appointed to consider exemptions shall be independent and have experience deemed by SARPBAC to be relevant, which may include, but not be limited to, experience of financial matters, the Road Passenger Transport Industry, labour relations and/or labour law.

8. The application shall be considered by the exemption authority as soon as practically possible but not later than 30 days after receipt of an application for an exemption.

9. The exemption authority shall consider the exemption application together with any submissions received from interested Parties, including third parties.

10. The exemption authority may, if it deems it expedient, request the Parties to the specific exemption application to attend the meeting at which the application is to be considered.

11. The exemption authority shall have the right to call any other party, such as an interested third party that it feels might be able to assist it in arriving at a decision.

12. The exemption authority must consider the exemption application, grant or reject the application and inform all interested Parties of its decision within a time period of no more than thirty (30) days from the date of receipt of the application by the General Secretary.

13. In considering an application, the exemption authority shall take into consideration all relevant factors which may include, but shall not be limited to, the following criteria:

13.1 The applicant's past record (if applicable) of compliance with the provisions of Council's Collective Agreements and/or exemption certificates.

13.2 Any special circumstances that exist or any precedent that might be set.

13.3 The interests of the industry in relation to unfair competition, centralized collective bargaining as well as the economic stability of the industry.

13.4 The interests of Employees as regards exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety as well as the infringement of basic rights.

13.5 The interests of the Employer as regards its financial stability, the impact on productivity, its future relationship with Employees and recognized Trade Union(s), operational requirements and the viability of the Employer's business.

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14. If the application is granted, the exemption authority shall, within the time period stipulated in Clause 12 above, provide each of the Parties defined in Clause 4 above and the General Secretary, with written advice of its decision, the nature and extent of relief granted and any special conditions that might be applicable to such relief.

15 If the application is refused, the exemption authority shall, within the time period stipulated in Clause 12 above, submit a written report to each of the Parties as defined in Clause 4 above and the General Secretary, setting out its reasons for not granting the application in whole or part.

16. The General Secretary shall within seven (7) days of receipt of the advice referred to in Clause 14 above, or the report mentioned in Clause 15 above, inform all Parties to SARPBAC of the outcome of the specific exemption application.

17. SARPBAC shall, within fifteen (15) days of receiving the advice referred to in Clause 14 above, issue an exemption certificate, signed by the Chairperson, Vice-Chairperson and General Secretary, containing the following particulars:

(a) The full name of the Employer
(b) The trade name of the Employer
(c) The provisions of the Collective Agreement from which exemption has been granted
(d) The period for which the exemption shall operate
(e) The condition(s) of the exemption granted
(f) The date of issue of the exemption certificate

18 Conditions, to which reference is made in Clause 17(e) above, may include a condition requiring the Employer to provide written reports at stated intervals to the General Secretary on the progress being made with the plan, referred to in Clause 1.7 above.

19. SARPBAC shall:

19.1 Retain a copy of all exemption certificates issued and number each certificate consecutively.

19.2 Forward a copy of the certificate to the Parties as defined in Clause 4 above.

19.3 Forward a copy of the certificate to each of the Parties to SARPBAC.

20. An Employer to whom an exemption certificate has been issued shall at all times have the certificate available for inspection at his establishment.

21. All arrangements to be made by the exemption authority that have cost implications for which SARPBAC may be held responsible shall only be made with the prior written approval of SARPBAC.

22. Pending the outcome of an exemption application, and any appeal in terms of Clause 23 below, the Employer shall be exempt from implementing the clause(s) which are the subject of the exemption application or appeal until such time as a decision has been made by the exemption authority or the exemption appeal authority, as the case may be.

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23. APPEALS AGAINST DECISIONS OF THE EXEMPTION AUTHORITY

23.1 An appeal shall be in writing and must be lodged with the General Secretary of the Council within a period of not more than fifteen (15) days after receipt by the applicant employer of the decision of the exemption authority against which the appeal is being lodged.

23.2 SARPBAC shall establish an independent body as envisaged in terms of Section 32(3)(e) of the Act, to hear and decide, as soon as possible, any appeal brought against a decision to refuse an application for exemption from the provisions of a Collective Agreement or the withdrawal of such an exemption by SARPBAC.

23.3 The above independent body, appointed by the Council, shall be known as the exemption appeal authority.

23.4 The provisions of Clauses 6 to 21 above, shall apply mutatis mutandis to the composition of the appeal authority, the conduct of the appeal and the issuing of any exemption certificate consequent upon the appeal.

23.5 The decision of the exemption appeal authority shall be final.

23.6 The General Secretary shall provide a copy of the exemption appeal authority's decision to each of the Parties to SARPBAC.

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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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We the undersigned, as the official representatives of our respective organisations, do hereby, on behalf of the organisations, its members and all Employees, agree to the terms of this agreement and bind our organisations, members and all Employees thereto.

SIGNED BY	ON BEHALF OF	SIGNED AT	DATE
	South African Bus Employers Association	JHB	23/04/2026
	Commuter Bus Employers Organisation	JHB	23/04/2026
	National Union of Metalworkers of South Africa	JHB	23 Apr 2026
	South African Transport & Allied Workers - Union	JHB	23/April/2026

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SOUTH AFRICAN REVENUE SERVICE

NO. R. 7656 **3 July 2026**

GENERAL EXPLANATORY NOTE:

[ ] Words that are between square brackets and in bold typeface, indicate deletions from the existing rules

_____ Words that are underlined with a solid line, indicate insertions in the existing rules

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CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF RULES

Under sections 39, 101A and 120 of the Customs and Excise Act, 1964 (Act 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995, are herewith amended to the extent set out in the Schedule hereto **with effect from 3 July 2026**



NGOBANI JOHNSTONE MAKHUBU

COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

SCHEDULE

Amendment of rule 00.05

1. Rule 00.05 is hereby amended –

(a) by the deletion in paragraph *(e)* of the full stop after subparagraph (vi); and

(b) by the addition in paragraph *(e)* of the following subparagraphs after subparagraph (vi):

(vii) SAD 509 - Customs Declaration Form (invoice and worksheet detail particulars) which must be completed and submitted as contemplated in rule 101A.01A(2)*(a)*(vA); and

(viii) SAD 509.01 – Customs Declaration Form (invoice and worksheet detail particulars continuation sheet), which must be completed and submitted in addition to SAD 509 if the space on SAD 509 is insufficient.

Insertion of rule

2. The following heading and rule is hereby inserted after rule 39.05:

"**Customs worksheet to support bills of entry**

39.05A *(a)* A bill of entry shall be supported by a customs worksheet which includes the applicable customs value calculations, the rate of exchange and conversion into the currency of the Republic, if applicable, as well as factor calculations in respect of dutiable charges calculated proportionately, per line of the bill of entry.

(b) A copy of the customs worksheet referred to in paragraph *(a)* must be retained and produced to the Controller on request.".

Amendment of rule 101A.01

3. Rule 101A.01 is hereby amended by the substitution for paragraph *(b)* of the following paragraph:

"*(b)* **[(i) In these rules "the Act" means "this Act" as defined in the Customs and Excise Act, 1964 (Act No. 91 of 1964); and,**

(ii)] For the purposes of the rules numbered 101A followed by further digits, any word or expression to which a meaning has been assigned, in the Act **[(including these rules)]**, the user agreement or the user manual shall, unless the context otherwise indicates, have the meaning so assigned **[thereto]** for the purposes of these rules, the user agreement and the user manual, and –

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"SAD 509" means the document to be submitted electronically in terms of rule 101A.01A(2)*(a)*(vA) which includes information relating to –

(a) the relevant invoice; and

(b) the customs worksheet referred to in rule 39.05A; and

"the Act" means "this Act" as defined in the Customs and Excise Act, 1964 (Act No. 91 of 1964).".

Amendment of rule 101A.01A(2)

4. Rule 101A.01A(2) is hereby amended by -

(a) the substitution for the heading of the following heading:

"**Mandatory electronic communication of reports, declarations, SAD 509, and certain applications**";

(b) the insertion in paragraph *(a)* of the following subparagraph after subparagraph (v):

"(vA) SAD 509, to be submitted together with declarations in relation to goods to be declared on a SAD 500 form as referred to in subparagraph (v) by persons contemplated in that subparagraph, except in respect of declarations for purposes of –

(aa) re-warehousing;

(bb) change of ownership in a customs and excise warehouse; or

(cc) home consumption of warehoused goods.".

Insertion of form

5. Item 202.00 of the Schedule to the rules is hereby amended by the insertion of the following forms:

"SAD 509 Customs declaration form (Invoice and worksheet detail particulars)

SAD 509.01 Customs declaration form (Invoice line item details continuation sheet)".

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SAD 509- CUSTOMS DECLARATION FORM (ZA ONLY)

INVOICE AND WORKSHEET DETAIL PARTICULARS

2. Importer/Exporter	Importer/Exporter Tin	Declaration Reference no. [LRN]

INVOICE & WORKSHEET HEADER INFORMATION

To be completed for each invoice

86. Invoice No.	87.Invoice Date	88. Total Invoice Amount	89. Total Invoice Currency	90.Total Charges	91. Total Charges Currency
92. Exchange Rate	**93. Exchange Rate Date**	**94. Charge Qualifier**	**95.Charge Amount**	**96.Charge Currency per Type**	**97. Charge Conversion Rate**
98. Issuer of Invoice (Name & Address Details)		**99. Details - Other Charges**		**100. Common Factor**	**101. International Trade Term**
		102. SARS APN/s		**103. APN Amount/s**	**104. APN Currency Code/s**
105. Issuer Country Code	**106. Payment Terms**				

INVOICE LINE ITEM INFORMATION

107. Invoice Line No.	108. Invoice Product Code	109. Invoice Quantity	110. Inv. Unit of Measure	111. Inv. Unit Price	112. Inv. Line Item Amount
113. Related Declaration Line No.					
	114.Mark-up Percentage	**115. Invoice Line Total Discount**		**116. Brand Name/s**	
	117. Commercial Invoice Description				

SAD 509.01 - CUSTOMS DECLARATION FORM (ZA ONLY)

INVOICE LINE ITEM DETAILS - CONTINUATION SHEET

2. Importer/Exporter	Importer/Exporter Tin	Declaration Reference no. [LRN]

INVOICE LINE ITEM INFORMATION

To be completed for Additional Invoice Lines

107. Invoice Line No.	108. Invoice Product Code	109. Invoice Qty	110. Inv. Unit of Measure	111. Inv. Unit Price	112. Inv. Line Item Amount
113. Related Declaration Line No.					
	114.Mark-up Percentage	115. Invoice Line Total Discount		116. Brand Name/s	
	117. Commercial Invoice Description				

107. Invoice Line No.	108. Invoice Product Code	109. Invoice Qty	110. Inv. Unit of Measure	111. Inv. Unit Price	112. Inv. Line Item Amount
113. Related Declaration Line No.					
	114.Mark-up Percentage	115. Invoice Line Total Discount		116. Brand Name/s	
	117. Commercial Invoice Description				

107. Invoice Line No.	108. Invoice Product Code	109. Invoice Qty	110. Inv. Unit of Measure	111. Inv.Unit Price	112. Inv. Line Item Amount
113. Related Declaration Line No.					
	114.Mark-up Percentage	115. Invoice Line Total Discount		116. Brand Name/s	
	117. Commercial Invoice Description				

107. Invoice Line No.	108. Invoice Product Code	109. Invoice Qty	110. Inv. Unit of Measure	111. Inv.Unit Price	112. Inv. Line Item Amount
113. Related Declaration Line No.					
	114.Mark-up Percentage	115. Invoice Line Total Discount		116. Brand Name/s	
	117. Commercial Invoice Description				

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

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