

South Africa

Labour Relations Act, 1995

South African Road Passenger Bargaining Council: extension to non-parties of the COVID-19 temporary relief scheme benefits collective agreement

Government Notice R466 of 2020

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South African Road Passenger Bargaining Council: extension to non-parties of the COVID-19 temporary relief scheme benefits collective agreement

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Government Notice R466 of 2020

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Assented to on 15 April 2020

Commenced on 17 April 2020

[This is the version of this document from 17 April 2020.]

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **South African Road Passenger 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 date of publication until all obligations imposed on SARPAC and the parties in relation to the COVID-19 TERS Scheme are completed.

Mr TW Nxesi, MP

Minister of Employment and Labour

South African Road Passenger Bargaining Council (SARPAC) Agreement in relation to Covid-19 Temporary Relief Scheme Benefits

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

South African Bus Employer's Organisation

and

Commuter Bus Employer's Organisation

(referred to in this Agreement as the "**Employers' Organisations**")

and

South African Transport and Allied Workers Union

National Union of Metalworkers of South Africa

Transport and Allied Workers Union South Africa

Transport and Omnibus Workers Union

Tirisano Transport and Services Workers Union

(referred to in this Agreement as the "**Trade Unions**").

being the parties to South African Road Passenger Bargaining Council.

Definitions

1. Agreement means this agreement in relation to Covid-19 Temporary Relief Scheme Benefits;
2. COVID-19 means the 2019 coronavirus (SARS-COV2/COVID-19);

3. COVID-19 TERS means COVID-19 Temporary Relief Scheme established in terms of the Directive by the Minister of Employment and Labour on 25 March 2020, as amended or as may be amended;
4. Employer/s means employers as defined in the Main Collective Agreement;
5. Employee/s means Eligible Employees as defined in the Main Collective Agreement, which employees qualify to receive the COVID-19 TERS benefits;
6. General Secretary means the General Secretary of SARPAC, namely Mr Gary Wilson;
7. Main Collective Agreement means the SARPAC Main Collective Agreement signed into effect on 21 May 2018 or any subsequent SARPAC Main Collective Agreement;
8. SARPAC means the South African Road Passenger Bargaining Council;
9. UIF means the Unemployment Insurance Fund.

Preamble

10. The COVID-19 pandemic has had a devastating effect on the economy and has had a negative impact on Employers and Employees.
11. On 25 March 2020, the Minister of Employment and Labour issued a Directive establishing COVID-19 TERS to compensate employees who are affected by the closure of their employer's operations or part of its operations as a result of COVID-19.
12. The COVID-19 TERS benefits are administered by the UIF.
13. The UIF has encouraged Bargaining Council's to enter into agreements with it to facilitate the distribution of the COVID-19 TERS benefits.
14. The intention of this Agreement is to authorise SARPAC to enter into a Memorandum of Agreement ("MOA") with the UIF in relation to COVID-19 TERS benefits whereby SARPAC agrees to various obligations. The intention of this Agreement is therefore also to impose reciprocal obligations in relation to the MOA on Employers and Employees who will be receiving the COVID-19 TERS benefits from SARPAC.
15. Due to the COVID-19 pandemic restricting individuals to their homes, not all of the Central Committee representatives can sign this Agreement. The Employers' Organisations' representatives have accordingly mandated Mr Kobus Burger, a representative from the Commuter Bus Employer's Organisation, to sign this Agreement on their behalfs, and the Trade Unions' representatives have mandated Mr Mduduzi Nkosi, a representative from the National Union of Metalworkers of South Africa, to sign this Agreement on their behalfs.

Authorisation

16. The parties authorise the General Secretary on behalf of SARPAC to enter into a MOA with the UIF on terms not substantially more onerous than those set out in the UIF's generic agreement for Bargaining Councils that cannot pay benefits to employee's directly.
17. The Employers further authorise the General Secretary on behalf of SARPAC to submit claims for COVID-19 TERS benefits on their behalfs.
18. The parties further authorise the General Secretary on behalf of SARPAC to administer and utilise the following bank account for receipt and payment of the benefits received by SARPAC in terms of the MOA:

Account Name: Sarpac Gold Business

Bank: FNB

B/Code: 250 655

Acc. No: 628 4059 0584

Cheque account

19. The parties further authorise the General Secretary on behalf of SARPBAC to appoint auditors/accountants and/or additional staff to assist in performing the functions required of it in terms of the MOA.

Reciprocal obligations

20. If SARPBAC enters into an agreement with the UIF, it is required to fulfill various obligations and accept certain responsibilities and liabilities.
21. Employers, and to the extent possible, Employees, accept the terms and conditions of the MOA and its annexures, and their obligations, responsibilities and liabilities under the MOA and its annexures. The Employers and Employees specifically agree to, as far as possible, timeously provide SARPBAC with accurate information and/or documentation as required in the MOA and its annexures in order to allow SARPBAC to fulfill its obligations in terms of the MOA and its annexures.
22. SARPBAC and/or the General Secretary is not liable for any loss suffered by any person as a result of any act performed or omitted in good faith in the course of performing their functions associated with the MOA. Employers, and to the extent possible, Employees, indemnify and hold SARPBAC harmless for any consequences which may arise as a result of SARPBAC breaching the agreement with the UIF where such breach is caused by the conduct of the Employers and/or Employees.
23. Employers, and to the extent possible, Employees, also specifically agree that to the extent that it does not submit a claim/documentation to SARPBAC for the COVID-19 TERS benefit, SARPBAC cannot be held liable for them not receiving the COVID-19 TERS benefit.

Extension to non-parties

24. The parties to this Agreement, who represent the majority of Employees and Employers who fall within the scope of SARPBAC's Main Collective Agreement, unanimously agree to this Agreement being extended to non-parties falling within SARPBAC's registered scope.

Duration and extent

25. This Agreement binds, the parties and their members, and non-party Employers and Employees to the extent that this Agreement is extended to them by the Minister.
26. Should the COVID-19 TERS scheme extend beyond its current scope and duration, the provisions of this Agreement shall apply equally in relation to such extension.
27. The duration of this Agreement shall be until all the obligations imposed upon SARPBAC and the parties in relation to the COVID-19 TERS scheme are completed.

Exemption and dispute resolution

28. Should any parties or non-parties falling within SARPBAC's Main Collective Agreement scope want to apply for exemption from this Agreement or appeal an exemption finding or the withdrawal of an exemption, they may do so in accordance with Annexure "C" to the Main Collective Agreement.
29. Any disputes that may arise from the interpretation or application of this agreement shall be resolved in accordance with the procedures set out in Annexure "B" to the Main Collective Agreement.

Variation

30. This Agreement replaces, in totality, the collective agreement entitled Agreement in Relation to COVID-19 Temporary Relief Scheme Benefits signed by the parties on 3 April 2020 and the addendum thereto signed on 6 April 2020.
31. No variation of this Agreement is of any force or effect unless it is in writing and signed by the parties.

SIGNED at Nelspruit on this 9 day of April 2020.

Name: J. J. Burger

Signature:

For and on behalf of the Central Committee members from the **Employers' Organisations** who warrants
his/her authority to sign on their behalf

SIGNED at Johannesburg on this 9 day of April 2020.

Name: Mduduzi A. Nkosi

Signature:

For and on behalf of the Central Committee members from the **Trade Unions** who warrants his/her
authority to sign on their behalf