

POPCRU EST. 1989

POLICE AND PRISONS CIVIL RIGHTS UNION

POPCRU HOUSE

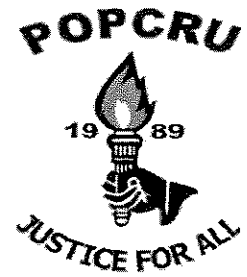
01 Marie Road, Auckland Park

P.O. Box 8657, JOHANNESBURG 2000

Tel: [011] 242 4600

Fax: [086] 625 3054

E-mail : gs@popcru.org.za



TO : ALL PROVINCES

REF: CB3/06/10/2015

ATT : Provincial Secretaries
All POPCRU Members

FROM : Collective Bargaining

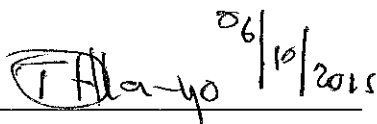
ENQ: K. Mafani

DATE : 06 October 2015

SUBJECT: SIGNED AGREEMENT 1 OF 2015 ON WORKING HOURS AND OVERTIME: C-BRTA

1. The abovementioned refers,
2. We hereby request all Provincial offices to circulate attached signed agreement on working hours and overtime that was signed by POPCRU and C-BRTA on the **06th October 2015**.
3. The agreement addresses payment of overtime and working hours on week day work performed on Saturday and Sunday and /or Public Holiday. Work performed on Saturday shall be compensated by granting of time off on a principle of 1 hour worked equals to 1 hour time and reimbursement of Officials kilometres travelled as per the agreement.
4. For any clarity kindly contact our office.

Regards,

Handwritten signature of Thandi Hlatshwayo, dated 06/10/2015.

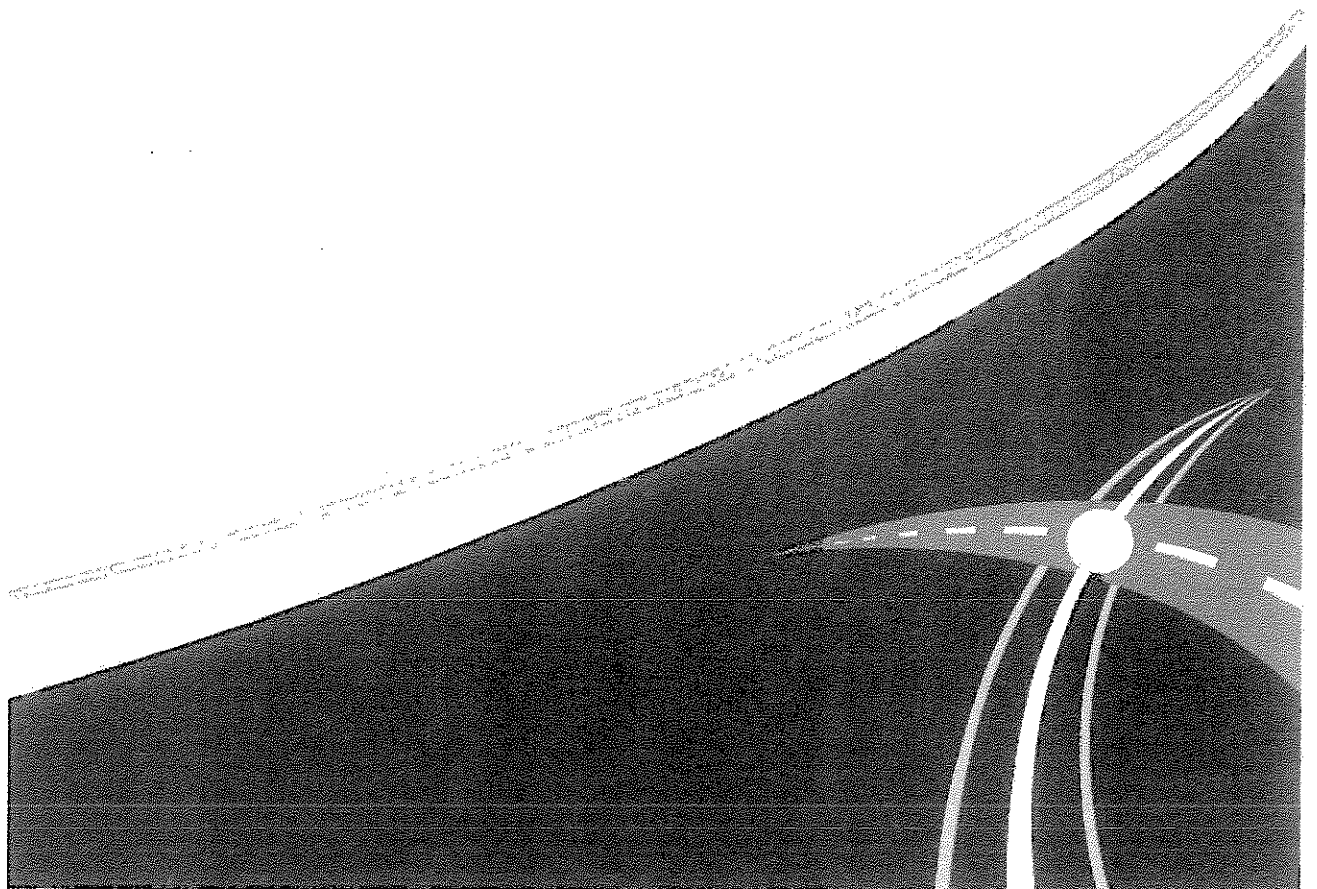
THANDI HLATSHWAYO

1st Deputy General Secretary



COLLECTIVE AGREEMENT 01/2015

05 OCTOBER 2015



COLLECTIVE AGREEMENT CONCLUDED BETWEEN CROSS-BORDER ROAD TRANSPORT AGENCY (C-BRTA) AND POLICE AND PRISON CIVIL RIGHTS UNION (POPCRU) ON 05 OCTOBER 2015 ON WORKING HOURS AND PAYMENT FOR OVERTIME IN THE ROAD TRANSPORT INSPECTORATE DIVISION

AGREEMENT NUMBER	01 of 2015
DATE	05 OCTOBER 2015

1. OBJECTIVES

The objectives of this collective agreement are to:

- 1.1. Regulate the hours of work for Road Transport Inspectorate; and
- 1.2. Regulate the payment of overtime thereof.

2. SCOPE OF THE AGREEMENT

This agreement is applicable and binding to:

- 2.1. Cross Border Road Transport Agency as the employer.
- 2.2. Employees of C-BRTA who are employed within the Road Transport Inspectorate and Banking Officers based in Regional Offices.

3. WORKPLACE

For purposes of this agreement, a workplace shall mean a point at which an employee is tasked to report for duty and execute his/her duties and this includes Regional offices of the Agency under which the employee is based.

4. AGREEMENT

The parties hereby agree to the following:

4.1. Hours of Work

4.1.1. The hours of work shall be 40 hours a week (Monday to Friday) that may be divided into three (3) different shifts per day depending on operational demands, as indicated below:

- 06:00 to 14:00
- 14:00 to 22:00
- 22:00 to 06:00

4.1.2. Meal interval will be 30 minutes and shall be taken after 4 hours of work.

4.1.3 The 22:00 to 06:00 shall be implemented where and when necessary, including busy periods such as Easter period, Festive Season, some long weekends and Transport month.



4.2. Payment of overtime

- 4.2.1. For purposes of this agreement, overtime shall mean work beyond 8 hours on a week day, work performed on a Saturday, Sunday and/or Public Holiday.
- 4.2.2. performed in excess of the eight (08) standard working hours per day Monday to Friday, shall be compensated at the employees Work rate of pay capped at the annual threshold on the payment of overtime as determined by the Minister of Labour from time to time.
- 4.2.3. Work performed on a Saturday shall be compensated by the granting of time off on a principle of 1 hour worked equals to 1 hour time off
- 4.2.4. Work performed on a Sunday shall be compensated at a rate of one and a half times (1.5x) the employees' rate of pay capped at the annual threshold on the payment of overtime as determined by the Minister of Labour from time to time.
- 4.2.5. In instances where an employee is required to work on a weekend, he/she shall work both Saturday and Sunday.
- 4.2.6. Work performed on a Public Holiday shall be compensated at a rate of one and a half times (1.5 x) the employees' rate of pay capped at the annual threshold on the payment of overtime as determined by the Minister of Labour from time to time.

4.3. Reimbursement of Official Kilometres Travelled

For reimbursement of official travel, the following will apply:

- 4.3.1. Kilometres travelled between the place of residence and the designated regional office is deemed as private travel.
- 4.3.2. Kilometres travelled between the designated regional office and the point of duty/deployment is deemed as official travel
- 4.3.3. Kilometres travelled between place of residence and point of duty/deployment is deemed as official travel.

5. APPLICATION

- 5.1. No amendment to this agreement shall be in force unless reduced to writing and agreed upon by parties to this agreement.

6. DISPUTE RESOLUTION

- 6.1. If there is a dispute about the interpretation of this agreement, any party may refer the matter to the CCMA for resolution in terms of dispute resolution procedure.

7. IMPLEMENTATION OF THE AGREEMENT

- 7.1. This agreement shall come into effect on the date of signature and will remain in force unless terminated or amended by written agreement between the parties.



COLLECTIVE AGREEMENT CONCLUDED BETWEEN CROSS-BORDER ROAD
TRANSPORT AGENCY (C-BRTA) AND POLICE AND PRISON CIVIL RIGHTS UNION
(POPCRU) ON 05 OCTOBER 2015 ON WORKING HOURS AND PAYMENT FOR
OVERTIME IN THE ROAD TRANSPORT INSPECTORATE DIVISION.

Thus concluded and agreed to by the parties on this 05th day of October 2015

For the C-BRTA



CHIEF EXECUTIVE OFFICER

For POPCRU



2015.10.05

UNION REPRESENTATIVE