

**2012 – 2013 WAGE AGREEMENT**

**Made and entered into by and between:**

**Passenger Rail Agency of South Africa  
(Herein referred to as the “PRASA”)**

**SATAWU**

**South African Transport Allied Workers Union  
(Herein referred to as the “Trade Union”)**

**And**

**UTATU**

**United Transport and Allied Trade Union  
(Herein referred to as the “Trade Union”)**

**(Herein collectively referred to as “Labour”)**

**The parties hereby agree as follows:**

**1. ANNUAL SALARY INCREASE**

1.1 PRASA shall effect to its employees within the bargaining unit employed in its Corporate Office, PRASA Rail, PRASA Technical and PRASA Cres an increment on Total Guaranteed Package (TGP) of 7%, backdated to 1 April 2012.

1.2 Employees earning R96 000 (per annum) on Total Guaranteed Package (TGP) and below will receive an additional increase of 1%, backdated to 1 April 2012.

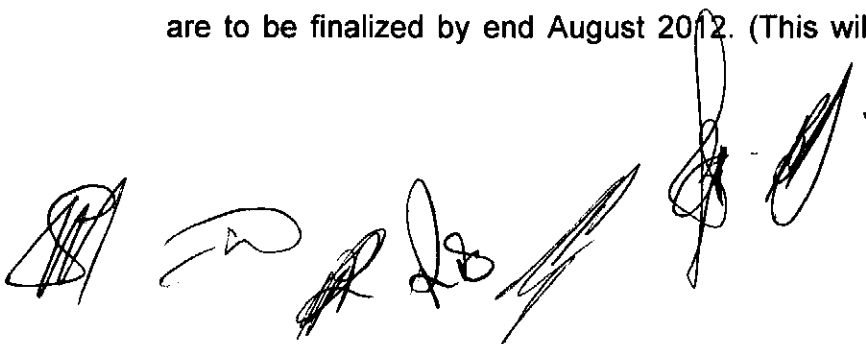
1.3 Employees above the 50<sup>th</sup> percentile and those on Person-to-Holder (PTH) will only qualify for the full annual increase as per clause 1.1 above and this concession is extended to the 2012/2013 wage agreement as a once off compromise which should not be construed to be canceling or removing the conditions of the Salary Parity Agreement.

**2. Standardisation of Leave**

2.1 Parties agree to standardize leave for all employees within the bargaining unit through extending the Metrorail Leave agreement across the business e.g. PRASA Cres, Intersite, PRASA Corporate, effective from 1 January 2013.

**3. Conditions of Service**

3.1 Parties commit that all issues relating to Chapter 2, 3 and 4 of the BCEA will be dealt with through the alignment of conditions of service and negotiations are to be finalized by end August 2012. (This will amongst others address



leave, hours of duty and calculation of variable allowances, the process will also include an analysis of internal equity, correction and alignment of conditions of service based on operational requirements)

3.2 Parties agree to have the conditions of service negotiations facilitated by an expert who will be nominated by the parties; the parties will set the terms of reference for the facilitator.

#### **4. New Rotational Shift System**

4.1 The New Rotational Shift System will be implemented by Business (PRASA Rail, PRASA Cres and PRASA Technical) through regional - departmental committees, effective 1<sup>st</sup> September 2012, after regional consultation processes with effected employees on the new shift patterns and rosters.

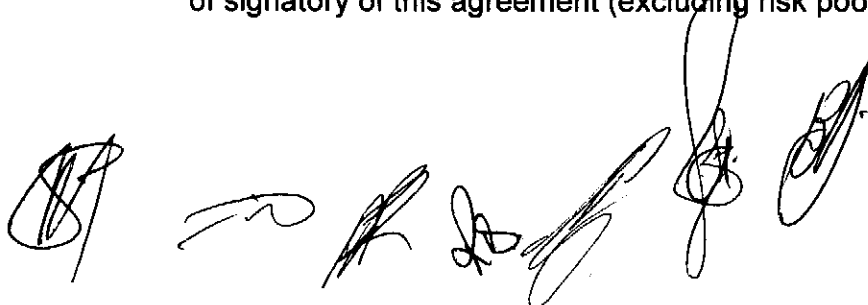
4.2 Regional departmental committees to be established to develop rosters/shifts, these committees will consist of management and organized labour - the rosters and shift patterns will be guided by the national rostering principles.

#### **5. THRESHOLD (OVERTIME AND SUNDAY TIME)**

5.1 The Parties agree to retain the current threshold of R 172 000 p.a. as promulgated by the Minister of Labour and will as per clause 3.6.2 of the Total Guaranteed Package (TGP) implementation agreement signed on 4 February 2012.

#### **6. APPLICABILITY AND CONDITIONS**

6.1 This agreement will only be applicable to eligible active employees as at date of signatory of this agreement (excluding risk pool employees).



6.2 This agreement will be extended to all non-unionized employees who fall within the bargaining unit.

## **7. GENERAL**

7.1 The salary increase will be effective from 1 April 2012 retrospectively.

7.2 This agreement constitutes the entire agreement between the parties regarding the annual wage negotiations for the financial year ending 31 March 2013.

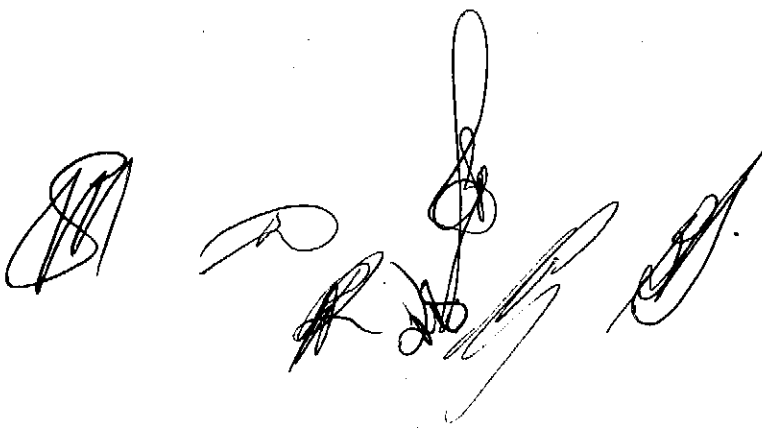
7.3 This agreement replaces any previous wage agreement(s) entered into by the parties.

7.4 Should PRASA reach a more favorable agreement with any other party, the entire agreement shall apply to all employees in the bargaining unit.

7.5 The parties agree to convene a post wage negotiation workshop on the 4<sup>th</sup> June 2012 or before, to set timelines to resolve all legacy issues.

## **8. Dispute Resolution**

8.1 Any dispute relating to the validity, interpretation and application of this wage agreement or on any matter relating to this agreement shall be determined or resolved through dispute resolution processes as determined by the Labour Relations Act of 1995 or any other labour dispute resolution settlement services appointed and agreed to by the parties.




This agreement was concluded and signed by the parties in Braamfontein at Shosholozza Meyl Junction, on this 7<sup>th</sup> day of May 2012 in the presence of the undersigned witnesses.

**DULY AUTHORISED SIGNATORIES**

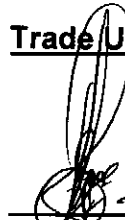
**Management Representative**


  
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**Senior Manager: Employee Relations**


  
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**Witness**


  
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**Witness**

**Trade Union Representatives**

  
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**UTATU**

  
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**SATAWU**

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