

RECOGNITION AGREEMENT

Entered into between

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION (SATAWU),
(Hereinafter referred to as the union)

UNITED TRANSPORT AND ALLIED UNION (UTATU)
(Hereinafter referred to as the union)

and

AUTOPAX PASSENGER SERVICES (PTY) LTD
(Hereinafter referred to as the company)

1. THE PARTIES:

To this Agreement, intend and agree that this Agreement to be legally binding on them are as follows:

- 1.1 South African Transport & Allied Workers Union, and United Transport and Allied Workers Union of the one part, trade Unions, registered in terms of the Labour Relations Act, No. 66 of 1995 as amended from time to time.

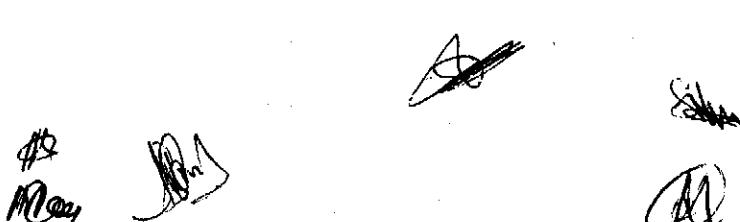
and

- 1.2 Autopax Passenger Service (Pty) Ltd of the other part, a Company registered in accordance with the Company Laws of the Republic of South Africa.

2. PREAMBLE:

The parties agree and accept:

- 2.1 That sound and fair management of employee relations is essential to the promotion of goodwill as well as economic well being of both the company and its employees.
- 2.2 That whilst their interests may differ, the company and the union should whenever possible attempt to reconcile such differences, taking cognisance of the union members, company, and that of the passengers interests.
- 2.3 That it is to their mutual advantage to formalise and regulate their relationship and to have clearly stated and workable rules and regulations that will reduce the possibilities of management-employee conflict.
- 2.4 That the union has the sole and exclusive right to conduct its own affairs in accordance with its Constitution, Policies and Resolutions.



Any dispute arising out of the manner in which it does this shall be the sole and exclusive concern of its members.

- 2.5 That this agreement shall be legally binding upon the parties, hereby regulating all aspects of their relationship and that each party is to conduct its own affairs in accordance with the provisions of this and any other agreement between the parties, where appropriate.
- 2.6 That the parties where they have agreed to negotiate shall negotiate in good faith in seeking reasonable and satisfactory solutions to the dispute that may arise between them.
- 2.7 That the principle of freedom of association, as defined in section 4 of the Labour Relations Act, is accepted and endorsed as the guiding principle.
- 2.8 Autopax and the signatory unions (the parties) have entered into this agreement to promote and maintain mutually satisfactory labour relations
- 2.9 The parties declare their commitment to:
 - 2.9.1 Workplace peace and stability;
 - 2.9.2 Improved work and behaviour standards, health; safety, fairness and justice in the workplace;
 - 2.9.3 Productivity and efficiency in the company's operations
 - 2.9.4 Good faith application of this agreement
 - 2.9.5 Freedom of association and accordingly recognize the rights of individual employee/s and their right to participate in its activities or not to join the union and the rights of the company to join any industry association and to participate in its activities.
 - 2.9.6 Mutual respect for managements' rights in running the business of the company and the rights of the union to conduct its affairs.

3. DEFINITIONS:

- 3.1. Any expression used in this *Agreement* which is defined in the Labour Relations Act, (No 66 of 1995) as amended, shall have the same meaning as in that Act, unless the contrary appears in the definitions hereunder:-

- 3.1.1 "Act" - means the Labour Relations Act of 1995 as amended.
- 3.1.2 "Agreement" - means this *agreement* and/or any other written binding agreement entered into between the parties signatory to this agreement
- 3.1.3 "Alternate" - means any employee elected as an *alternate* to represent such party in the absence of its representative / shop-steward



3.1.4 "Bargaining Unit" - means all permanent and fixed term contract employees below level 6 job grade except for employees in the following job categories: Personal Assistant to the CEO, secretary to senior managers.

3.1.5 "Bargaining Forum" - means a body of persons, comprising of the representatives of both management and trade union/s by agreement shall come together to negotiate and conclude an agreement

3.1.6 "Company" - means AUTOPAX PASSENGERS SERVICES (PTY) LTD a private company with limited liability duly incorporated in terms of the Companies Act.

3.1.7 "Constituency" - means in the instance of the *Union*, the area department, section or grade within the Company for which a shop steward is elected in order to pursue the activities of the *Union* in the interest of its members.

3.1.8 "Dispute" - means a dispute declared arising from a deadlock between the parties after following the agreed procedure and practices as contained in this Agreement

3.1.9 "Employee" - means any person employed as a permanent or fixed term

3.1.10 "Effective date" - means the date on which this agreement is signed

3.1.11 "Forum" - means the consultation structures agreed upon by the parties.

3.1.12 "Local management"- means those members of *management* in functional departments in the company who are responsible for the operations/smooth functioning of a depot or section or centre or area.

3.1.13 "Management" - means those members of *the company* who are collectively responsible for the management planning, direction and administration of the affairs of *the company* and have the authority to represent *the company* internally and externally.

3.1.14 "Members" - means an eligible employee who is a member in good standing of the union in terms of its Constitution.

3.1.15 "Office bearer" - means an employee of the Company who holds office in a Trade *Union*, or council and who is not a *Union official*.

3.1.16 "Parties" - means *the company* and the *Union/s*.

3.1.17 "Shop steward" - means an employee who is duly elected in accordance with the union constitution by a group of eligible employees in a specified *constituency* to act on their behalf.

3.1.18 "Sufficient Representative" - means a union that represents at least 30% of paid up members of the employees in the workplace. Unions which are signatory hereto will be given six (6) months from the effective date to achieve the

30% threshold if the threshold is not achieved
Autopax need not give the notice in terms of
clause 5.3.

- 3.1.19 "Union" - means any union duly registered and compliant with the provisions of the LRA and recognized by the Company in terms of this agreement.
- 3.1.20 "Union official" - means an employee of the *Union* who has been designated as a *union official* by the *union*.
- 3.1.21 "Workplace" - means for the purpose of this agreement the whole of Autopax as a business.

4. GENERAL PRINCIPLES:

- 4.1 The parties recognize the concept of freedom of association in terms of the Act.
- 4.2 Both parties re-affirm their fundamental belief in dialogue, discussion, consultation, negotiations and communication, as being the preferred method of conducting employee relationships.
- 4.3 The parties commit themselves to abide by the procedures set out in this Agreement in a spirit of respect and mutual understanding, and shall use their best endeavour to ensure that this Agreement is fully understood and complied with by their respective constituencies.
- 4.4 The Company undertakes not to victimize, intimidate or to unfairly discriminate in any manner whatsoever, against any employee by virtue of his membership of the Union or the employment relationship. The union undertakes to ensure that employees are not in any way intimidated, coerced, or victimized by members of the Union or by Union officials to join the Union or due to their membership of any particular Union.
- 4.5 The Company and the Union undertake that every employee shall, in his or her sole and free discretion, have a right to join or not join any Union of his /her choice.
- 4.6 The Company accepts that the Union has the right to manage and conduct its own affairs in accordance with its Constitution and policies and to represent the interest of its members, subject to this Agreement and the applicable laws
- 4.7 The Union acknowledges and recognizes the right and responsibility of the company to manage the business, direct and control its employees in the execution of its business and comply with legislative requirements.
- 4.8 The union recognises the rights of the company to conduct its business in accordance with its contractual obligations, policies and strategies, provided these are not in contravention of any Act and are not in a conflict with any collective agreement, in which case should the interest of the union members be conflicted by any means, the company then shall negotiate/consult with the union in finding agreement on the issues.

- 4.9 When exercising their right referred to in clause 3.5 and 3.6 it shall not derogate any of the other party's rights, which it may have to make representations on such decisions in terms of this agreement or in terms of law.
- 4.10 Management shall be duly authorized and mandated to represent and to bind the company in written agreements concluded with the Union from time to time.
- 4.11 The Union shall be duly authorized and mandated to represent and bind the Union and their members as defined in written agreements concluded with Management from time to time.
- 4.12 The Parties declare their mutual commitment to the common objectives of the maintenance of industrial peace namely, the future growth and mutual prosperity of the Company and its employees, the maintenance of safety standards, health and environmental issues in accordance with the relevant legislation, recognized work standards and the fair treatment of all employees and compliance with labour laws.
- 4.13 The parties agree that any communication channels and systems other than those mentioned in this Agreement operated by the parties for the purpose of communicating and disseminating information to its members/employees shall continue to function, and the respective geographical areas/structures may add or amend such channels and systems as and when necessary in consultation with each other.
- 4.14 The Parties declare themselves opposed to unfair discrimination of any sort.
- 4.15 The Union undertakes at all times to maintain its registration in accordance with Chapter VI of the Labour Relations Act (Act 66 of 1995) and being fully compliant with any other relevant legislative requirements as amended.
- 4.16 The Union shall notify the Company in writing within 21 (twenty-one) days of any approved changes in its Constitution or status.
- 4.17 The Parties declare and commit themselves to comply with:
 - any enabling legislation as amended from time to time.

5. TRADE UNION REPRESENTIVITY:

- 5.1 Unless otherwise stated, representative trade union shall mean the Union that is sufficiently representative i.e. has as its members 30% paid-up members of the employees employed by the company in any workplace.
- 5.2 The representation of a trade union shall be determined by the number of employees it has as paid-up members at the company throughout the Republic of South Africa as the case may be.
- 5.3 It is agreed that this shall always be ascertained through stop order forms submitted to the company by a representative of the union on behalf of union members.

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5.4 The collective agreement shall be in accordance with the provisions of the Labour Relations Act No 66 of 1995 as amended from time to time.

6. RECOGNITION AND ORGANISATIONAL RIGHTS:

6.1 The company recognises the union as sufficiently representative in accordance with the definition of sufficiently representative and clause 5.1 above provided the union is sufficiently representative on the effective date or achieves sufficient representivity within six months of the effective date. Its depots or offices etc of the eligible employees employed by the company as long as the union is sufficiently representative i.e., effective from the date of signature, each union must represent at least 30% of the employees in the workplace subject to the definition of sufficiently representative and clause 5.1.

6.2 The union shall become entitled to stop order facilities only from when it achieves sufficient representation, i.e. 30% .

6.3 If a signatory union is no longer sufficiently representative, Autopax must notify the union in writing that it has ninety days (90) from the date of notice to remedy the situation.

6.4 If the union fails to become sufficiently representative within ninety (90) days, Autopax must give the union thirty (30) day's notice of termination of the recognition agreement with that union.

6.5 A Union , provided it is sufficiently representative shall be afforded the following organisational rights:

- 6.5.1 Access to the workplace in accordance with Section 12 of the Labour Relations Act and on terms set out in this agreement;
- 6.5.2 Deduction of union subscription from wages in accordance with Section 13 and 25 of the Labour Relations Act and on terms and conditions set out in this agreement;
- 6.5.3 Disclosure of information in accordance with Section 16 of the Labour Relations Act and on terms and conditions set out in this agreement;
- 6.5.4 Reasonable paid time off (i.e. not more than 18 days per annum) per shop steward to perform all their duties in accordance with Section 15 of the Labour Relations Act and on terms and conditions set out in this agreement. Shop Steward shall be granted paid time off to attend to union activities and for purposes of attending training and educational courses arranged by the union and shall be subject to five (5) days prior written notice and subject to flexibility on a lesser notice period based on the urgent business to be attended to. The union may request additional time off, which the company shall not unreasonably refuse. The company shall record and report time off taken by the union with a view to address any concerns.
- 6.5.5 Election of shop stewards in accordance with Section 14 of the Labour Relations Act and on terms and conditions set out in this agreement;



7. STOP ORDER DEDUCTIONS:

This aspect is dealt with as per clause 13 of this agreement

8. ACCESS TO COMPANY PREMISES AND NOTICE BOARD:

- 8.1 The union officials and office bearers shall be entitled to reasonable access to the premises of the company upon prior arrangements with the company, to recruit, interview, address meetings of members and to conduct other union, or agreed business during working hours, unless otherwise agreed/ or in accordance with section 12 of the Labour Relations Act, and on terms and conditions set out in this agreement.
- 8.2 The union shall be entitled to display notices onto the notice boards within the company premises for their respective messages or announcement of particular events within the company's premises with prior approval of management.
- 8.3 The union recognises the company's right to remove from its notice boards any notice which is deemed inflammatory/derogatory in nature and/or inciting / promoting non-compliance with legislation/collective agreement/operational instructions.
- 8.4 The members of the representative trade union shall be entitled to vote at the company's premises in any election or ballot contemplated in terms of the union constitution.
- 8.5 The rights conferred in terms of clause 7.4 above shall be subject to any condition as to time and place that is reasonable and necessary to safeguard life and property or to prevent an undue interruption of work.
- 8.6 The Union undertakes to ensure that its officials/office bearer comply with the Company's safety, security, health environmental, and emergency regulations, when on the Company's premises.
- 8.7 In the event of a Union official entering the Company's premises the Union shall furnish the Local management/Human Resources Practitioner with all such details of the said official's particulars to obtain the necessary security clearance, provided that such security clearance shall not be unreasonably withheld.
- 8.8 Union officials/Shop stewards shall confine themselves to the area and facilities provided by Management for the purpose of conducting their business and shall not interfere with or interrupt the work of employees or the operations of the Company

9. SHOP STEWARD RECOGNITION, ELECTION and RIGHTS:

- 9.1 Subject to clause 9.16 below the company shall recognise the shop stewards duly elected in terms of the union constitution
- 9.2 The provisions of section 14 of the Labour Relations Act apply to duly elected shop steward/s.

- 9.3 The union undertakes to give the company at least 14 days written notice of any intended election of shop stewards.
- 9.4 Nominations and elections may take place on the Company's premises, during or after working hours with due compliance with security requirements. The time and facilities for the elections shall be agreed with the Human Resources Manager/Local Management concerned.
- 9.5 Human Resources Manager or his delegate may attend the elections as an observer.
- 9.6 The union will endeavour to notify the company in writing within 30 days of the election having taken place, of the names of the shop stewards elected.
- 9.7 The company agrees to provide facilities to the union to hold elections for such shop stewards.
- 9.8 Subject to clause 9.6 the company shall recognise the office bearers or the Shop Stewards Committee as elected amongst themselves in terms of the union constitution.
- 9.9 The company further agrees to recognise the National Shop Steward and his deputy as elected provided the union has in writing informed the company of the identity of such office bearers. The aforesaid office bearers to represent the employee on national collective issues.
- 9.10 The union may elect an alternate shop steward. An alternate so appointed subject to clause 9.6 may only in the absence of the representative, attend meetings of the shop steward committee/ meeting with management, participate in the deliberations and to act in the place of the representative.
- 9.11 The parties agree to the rights of duly elected shop stewards to perform the following duties and responsibilities:
 - 9.11.1 *The Company recognize the rights of Shop stewards/alternate Shop stewards/Office bearers elected in terms of clause 9 to represent Union members on matters affecting them on the shop floor and in their respective constituencies*
 - 9.11.2 Establish and maintain sound employee relations/consult on relevant issues between Union members and the Union and the Company as far as possible;
 - 9.11.3 Settle disputes in the Company by conciliatory methods by following the procedures as set out in this agreement where applicable; and
 - 9.11.4 Investigate and take up legitimate complaints of employees with management by following the relevant procedures in this agreement.
 - 9.11.5 Consult with management on matters affecting the interest of employees whom they represent.
 - 9.11.6 Provide feedback from the Union and to obtain mandates from their members in terms of this agreement.

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- 9.11.7 Represent members who are Autopax employees in any grievance or disciplinary proceedings in terms of the company's policies and procedures
- 9.11.8 Monitor Autopax's compliance with employment related legislation and binding collective agreements, and to report any alleged contravention to Autopax
- 9.11.9 Perform any other functions agreed to between Autopax and the signatory union
- 9.11.10 Promote co-operation and understanding in order to prevent grievances and disputes
- 9.11.11 Disseminate relevant information effectively, responsibly and timeously to union members
- 9.11.12 Actively promote and ensure effective implementation of and strict compliance by union members with the terms and conditions of any agreement or undertakings reached between the unions and Autopax, or any court order obtained by the company
- 9.11.13 Sign and abide by any undertaking that may be required by the company regarding confidentiality or non-disclosure of sensitive or confidential information
- 9.11.14 Co-operate with Autopax to ensure uninterrupted and effective service delivery, high productivity levels and the fostering of an effective and cordial working relationship between the company and the union
- 9.11.15 Take reasonable steps to prevent, discourage and stop unprocedural action by union members by disseminating accurate information and advising employees to use Autopax's grievance procedures
- 9.11.16 Shop steward shall not interfere with the performance of duties and the carrying out of lawful instructions by the employee, and/or give instructions to employees or counteract any lawful instruction given to any employee by his/her immediate manager/supervisor concerning the performance of his/her work.
- 9.11.17 The shop stewards shall be entitled to hold meetings two times per month amongst themselves and/or any other time as reasons may require at the company premises,
- 9.11.18 Shop stewards are employees of the company and are subject to Autopax's policies, rules and procedures.
- 9.11.19 The number of shop stewards shall be in accordance with the provisions of Section 14 (2) of the Labour Relations Act.
- 9.11.20 Shop stewards /alternate shop stewards shall not leave their workplace to attend to any matters without prior approval from their immediate manager





- 9.11.21 In the event of a shop steward transgressing the company's rules, Autopax undertake to notify the union in terms of the provisions of the Labour Relations Act of the intended course of action against the shop steward concerned.
- 9.11.22 The company undertakes that no shop steward shall be prejudiced or victimised etc in his/her employment and his/her conditions of employment, arising out of his/her duties as a shop steward in terms of this or any other agreement between the parties, or any applicable legislation.
- 9.11.23 The shop steward shall have reasonable access to the company facilities such as telephones, faxes and other requirements that the shop steward may request the company to provide, from time to time provided the facilities are not abused. Use of these facilities shall exclusively be for union activities related to Autopax matters. Assistance with transport may be provided with prior approval of management subject to availability of seats on the bus or a vehicle.
- 9.11.24 Shop stewards shall not refuse a reasonable request to attend meeting with a member of management on matters affecting the interest of the employees whom they represent.
- 9.11.25 Parties shall negotiate and conclude an agreement on shop stewards (i.e. number of shop steward/fulltime) within three months (3) from the date of signature hereof.

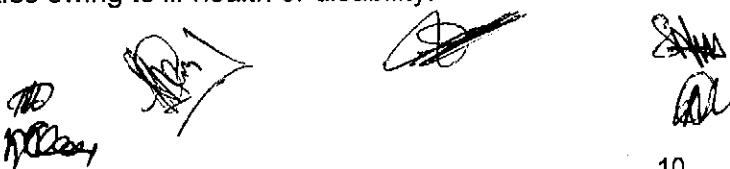
10. TERM OF OFFICE:

Shop steward/s term of office shall be as per union constitution as from the date of her/his election as a shop steward unless removed from office in accordance with the union constitution.

11. VACANCIES:

11.1 Shop steward/s shall vacate her/his position in any of the following circumstances:

- 11.1.1 On ceasing to be in the establishment in which she/he is elected as a shop steward unless the union in accordance with its constitution decided otherwise.
- 11.1.2 On suspension from his duties
- 11.1.3 On ceasing to be in the employment of the company
- 11.1.4 On transfer to other operating centre/depot /office in a different city
- 11.1.5 On promotion or acceptance of management position or any other position outside the bargaining unit
- 11.1.6 On resignation or expulsion from the membership of the union or unable to perform her/his duties owing to ill-health or disability.

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12. FILLING VACANCIES:

- 12.1 In the event of a vacancy arising on any of the shop steward positions as contemplated in terms of clause 11 above, the member/s elected shall subject to clause 11 above hold office for the unexpired period of her/his term of office.
- 12.2 Any shop steward who has vacated her/his position by virtue of clause 11 above shall be treated in terms of the union's constitution.
- 12.3 Any members who hold a shop steward position at the time of the vacancy arising, such shop steward/s shall have the right to stand for the position of the national shop steward/s provided she/he is in good standing as required in terms of the union constitution.
- 12.4 A shop steward who has ceased to be a shop steward in terms of clause 11.1 shall not be eligible for re-election to the same position.

13. UNION LEVIES AND SUBSCRIPTIONS:

- 13.1 The company agrees to deduct union subscription and levies on the employee's wages/salary upon presentation of a duly signed stop order.
- 13.2 The amount of union subscription that the company must deduct will be Determined by the Union from time to time.
- 13.3 The union must give written notice of at least twenty one (21) days of any changes in the amount prior to the 12th day of the month in which the deductions are to be effected.
- 13.4 Autopax will retain 0.2% of all fees deducted on behalf of the union to cover administration fees.
- 13.5 The company agrees to implement these deductions from the effective date.
- 13.6 These deductions shall occur at the same time as the periodic deduction from the union subscription: i.e. monthly.
- 13.7 Periodic deduction means a monthly deduction.
- 13.8 All payment in terms of the deductions shall be paid to the union's Head Office.
- 13.9 The company shall forward such deduction and the membership schedule to the union's Head Office within seven (7) days after such deduction have taken place and in terms of Section 13. The copies will be given to the shop steward committee each month and another copy shall be sent to the provincial office of the union for which the collective agreement is applicable
- 13.10 A clear copy of deposit / ETF voucher shall be attached together with the schedule and be mailed directly to the union's Head Office and a copy shall be further mailed to the responsible Office of Satawu and a copy to the responsible shop stewards.

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14. MEETINGS:

- 14.1 Meetings between the shop stewards and management shall take place no less than once a month in each depot where the union enjoys sufficient membership, not less than once every second month in the case of the region and four times every twelve months in the case of the national, unless there is a joint written agreement, with clearly stated and agreed reasons to the contrary.
- 14.2 Items for agenda for such meetings should be submitted by either party to the other, seven (7) days before the meeting. A combined agenda should then be circulated by the company to all those entitled to attend such meetings not later than forty-eight (48) hours before the meeting.
- 14.3 Minutes of such consultative meetings shall be kept by the secretary appointed by the company. These minutes shall be circulated to all concerned within seven (7) days after each meeting. Minutes shall be corrected and/or confirmed at the next meeting before any item for discussion and signed by both parties as a true reflection of the proceedings
- 14.4 The company shall grant employees the right to have general meetings during Working hours at company premises, subject to twenty four hour notice to the company prior to the meeting.
- 14.5 The shop stewards shall be entitled in consultation with management to report back to members at least two (2) hours during working hours save that should more time be required to address members, the company will be informed. Such meetings shall not in any way interrupt with normal business operations.
- 14.6 Either party shall be entitled to convene a special meeting within forty-eight (48) hours, provided that the notice for such meeting shall detail the matter to be discussed.
- 14.7 Both parties shall be entitled to call urgent meetings between themselves within twenty four (24) should an urgent situation arise.

15. COLLECTIVE BARGAINING:

- 15.1 The company recognises the union as the collective bargaining representative of its members employed by it, which falls within the bargaining unit as described and understood by both parties.
- 15.2 Parties agree to the establishment of the Bargaining Forum to negotiate and / or consult on matters of mutual interests including wage negotiations.
- 15.3 The parties acknowledge that substantive negotiations shall take place at the Bargaining Forum.

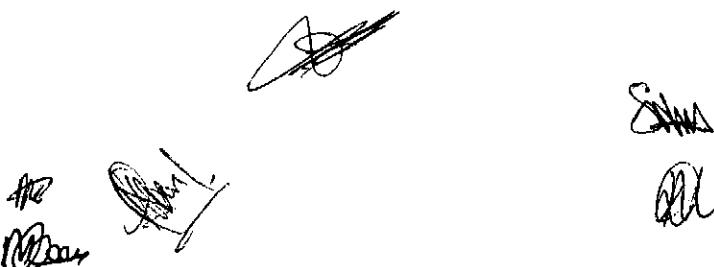
- 15.4 The parties agree to set up a fund which shall be funded by levies on the parties, the amount of which shall be determined annually by the parties. The fund shall bear the costs of travelling, accommodation and meals for the shop steward/s elected/appointed by the union and union representative to attend to such activities. Parties agreed to conclude an addendum to the agreement on the terms and conditions of the fund within two (2) weeks from date of signature.
- 15.5 For the duration of the Collective Agreement, the company and the union shall be expected to comply with the Collective Agreement or any other agreement reached between the parties. The disputes that may arise out of those agreements shall be dealt with in accordance with the dispute provision as contained in this agreement.
- 15.6 All negotiations on wages and conditions of employment between the parties shall commence at the beginning of March each year subject to proposal being submitted by any parties to the other. Any agreement entered into shall be applicable and be effective from a date agreed upon by the parties.
- 15.7 Parties agreed to engage in the process of concluding an agency shop agreement within three (3) months of the effective date.

16. GRIEVANCE PROCEDURE:

- 16.1 The parties agree to follow the company's grievance procedure. As per **Annexure**
 - 16.1.1 The union shall have the right to represent shop stewards at a grievance hearing including representing members at collective grievances and all grievances shall be conducted in accordance with the grievance procedures agreed upon between the parties.

17. DISCIPLINARY PROCEDURE:

- 17.1 Disciplinary procedure shall be as per agreed Disciplinary Code and Procedure (**Annexure**)
- 17.2 Both parties agree that where it has become management's responsibility to maintain consistent discipline within the company, this shall be done through a system of enquiries and hearings, which shall be conducted in such a manner as to ensure that discipline is fairly exercised in accordance with the rules of natural justice.
- 17.3 Shop stewards shall be represented by a union official or an office bearer of the union in all matters of disciplinary and consultation on disciplinary matters against the shop steward/s.
- 17.4 All matters of discipline shall be conducted in accordance with the Disciplinary Code and Procedures as agreed between the parties.



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18. RETRENCHMENT PROCEDURE:

- 18.1 Parties agreed to engage in the process of concluding a retrenchment procedure within three (3) months of the effective date.

19. DISPUTE PROCEDURE:

- 19.1 Either party may declare any dispute in terms of this agreement and/or issue relating to matter of mutual interest and confirm through a written notice to the other party. Such notice shall also set out the nature of the dispute. The aggrieved party shall furnish to the other party in writing particulars of the issues in dispute and such notice shall also set out the nature of the dispute and the proposed terms of settlement, as well as the proposed date/s for the resolution meeting/s.
- 19.2 In the absence of agreed date/s within seven (7) days of receipt of the notice declaring or confirming a dispute, the parties shall within a period of five (5) days after the expiry of the seven days period convene a meeting between themselves with a view to attempt to resolve the dispute.
- 19.3 Further meetings may be held by mutual consent of both parties in further attempts to resolve the dispute.
- 19.4 Should the dispute remain unresolved, either party shall have the right to invoke the provisions of the LRA.

20. STRIKE AND LOCKOUT:

- 20.1 The parties recognise each others rights to strike and recourse to lockout within the ambit of the Labour Relations Act.
- 20.2 The union agree not to promote and/or incite any unlawful and or unprotected industrial action.
- 20.3 The parties undertake not condone any acts of violence, assaults, damage to property, threats, intimidation against any employee or representative of management or members of the public.
- 20.4 The parties undertake to adhere to all procedural requirements before embarking on any strikes or lock outs.
- 20.5 The parties acknowledge and agree that they are bound by the provision of the Labour Relations Act relating to strikes and to the Picketing Agreement (**Annexure**)
- 20.6 The union and the company undertakes to take all reasonable steps in an endeavour to ensure that their members do not breach the provisions of the above clause and agrees to take all reasonable steps to attempt to remedy any breach.

21. CONSULTATIVE STRUCTURES:

The Parties will establish consultative structures on skill development, Employment equity, operational efficiency/continuous improvements, productivity initiatives and any other competent business issues.

22. COMMUNICATION:

22.1 Nothing in this agreement detracts from management's right to communicate with its employees and the union's right to communicate with its members.

22.2 The parties may agree to issue joint communiqués

22.3 The parties agree to dialogue and communiqués

23. UNION CONSTITUTION:

23.1 The Union shall provide the company with a copy of its constitution within 14 days of the effective date.

23.2 The Union shall provide the company with a copy of any amendments to its Constitution within one month of such amendment being registered, approved and certified in terms of the Labour Relations Act

24. STATUS AND AMENDMENT OF THIS AGREEMENT:

24.1 The parties may negotiate from time to time on any part of this agreement, which requires amendment.

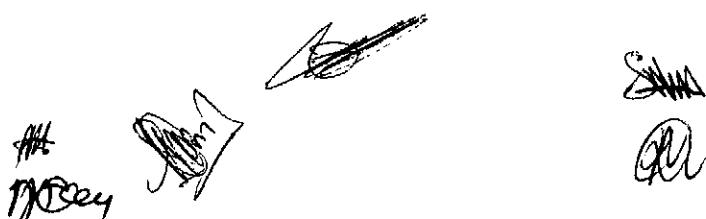
24.2 No variation or amendment of this agreement shall be of any force nor effect unless reduced to writing and duly signed by the parties.

24.3 No agreement shall be valid or have any force unless duly authorised by the person/s with jurisdiction or authority to authorised any signing of the agreement, and such person/s shall be the General Secretariat as the case may be.

25. TERMINATION OF THE AGREEMENT OR PART THEREOF:

25.1 Either party may terminate this agreement or part thereof by giving six months written notice to the other, on good cause shown.

25.2 If there is material breach of any of the terms of this agreement by either party, such breach shall be brought to the attention of the other party in writing, explaining the alleged or perceived breach, proposing the appropriate remedy and or request steps to be taken to prevent its re-occurrence, as the case may be.

A cluster of handwritten signatures and initials in black ink. At the top right is a stylized 'S'. Below it is a signature that looks like 'G'. To the left of those is a signature that looks like 'M'. Below 'M' is a signature that looks like 'Daley'. To the left of 'Daley' is a signature that looks like 'H'.

25.3 Failure by the defaulting party to remedy an established breach within three months of the said notification, or to take steps to prevent its re-occurrence shall entitle the aggrieved party to terminate this agreement by giving sixty days written notice to the defaulting party and such notice shall be without prejudice to any other rights that the aggrieved party may have in law.

25.4 Above clauses shall be read in conjunction with clauses 6.1, 6.2 and 6.3 of this agreement

26. DOMICILE AND NOTICES:

26.1 Any notice served in terms of this agreement shall be sufficiently served if delivered by hand and signed for or sent by registered post or telefaxed to:

26.1.1 **The Company at: Autopax (Pty)Ltd**

113 First street
Pretoria
0001

Tel : 012 315 4300
Fax : 012 315 4361

26.1.2 **The Union:** South African Transport and Allied Workers Union (SATAWU)

Address : 215 Marble Towers,
6th Floor, Cnr Jeppe and Von Weilligh Street
Johannesburg,
2000

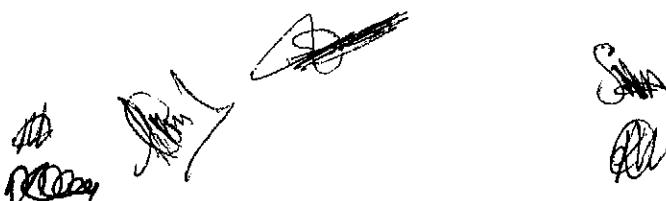
Tel : (011) 333 6127/ 9247 or 336-0300/0275/0250
Fax : (011) 333-8918/9199

The Union : United Transport and Allied Trade Union (UTATU)

Address : UTATU House
182 Louis Botha Ave
Houghton Estates,
2198

Tel : (011) 728-0120
Fax : (011) 728-8257/8

which addresses, the parties agree to be their respective domicilia citandi et executandi.



Either party shall have the right to change its address giving fifteen (15) Working day's notice to the other party.

Signed at Pretoria On this 13 Day of June 2008

For the Company:

Name : J MATHKO
Position : Executive Manager HR

Signature : 

Witnesses :

1. D mpfunki Satawu
2. _____

For the Union:

Name : ASSARIA K. MATAROSE
Position : NSC SATAWU
Signature : 

Witnesses :

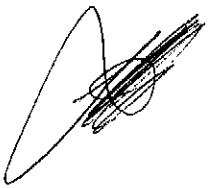
1. Mongesi PHAMA
2. Simon Mbulwa

For the Union:

Name : Donald Mashinje
Position : Assistant General Secretary
Signature : 

Witnesses

1. _____

A handwritten signature in black ink, appearing to read "John Doe".

2. _____