

TRANSNET BARGAINING COUNCIL

VARIATION AGREEMENT FOR TRANSNET FREIGHT RAIL

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

A Division of **TRANSNET LIMITED** trading as **TRANSNET FREIGHT RAIL**
(hereinafter referred to as "Transnet Freight Rail")

and

South African Transport and Allied Workers Union (SATAWU)

and

United Transport & Allied Trade Union (UTATU)
(hereinafter referred to as "the Unions")

(hereinafter referred to as the "employees" or the "trade unions"), on the other part, being
parties to the *Transnet Freight Rail* Chamber of The *Transnet Bargaining council*

Whereby the parties agree to extend the Variation Agreement for Transnet Freight Rail, which was signed on 21 April 2009, up to 31 March 2010 to 31 March 2011 subject to the following amendments:

(a) The adjustment of the relevant allowances and Sunday time/overtime ceilings as per the 2010-2011 Wage Agreement;

(b) The increase of the book-off allowance in clause 19 (2) from R 27.00 to R 30.00 per hour.

(c) Clause 2 (1) and 2 (2) to be replaced with the following new clauses 2 (1), 2 (2) and 2 (3)

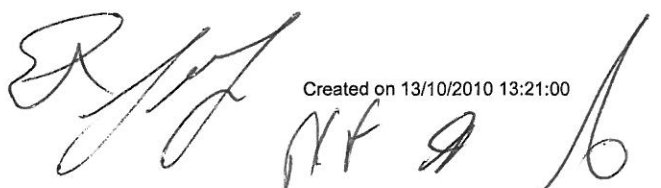
“2 (1) Time travelled as a passenger outside ordinary working hours or rostered hours to perform work or returning to the depot after having performed work away from an employees’ home depot, is paid at overtime rates provided the employee signs on and off at a depot.

(2) Pay arrangements for Train Drivers and Train Assistants and employees doing emergency work, i.e. who sign-on at their home depot, remain unchanged. [See sub-clause 10 (3) and (4)].

(3) Time travelled as a passenger outside ordinary working hours to attend official training courses away from an employee’s home depot is paid at straight time rates up to a maximum of a day’s time.” ; and

(d) The following new sub-clause 6 (g) to be inserted after sub-clause 6 (f)

“(g) Notwithstanding the stipulations in clause 6 (c), (e) and (f) above, duly elected shop stewards who are required to perform shop stewards duties as per clause 7.2 of the *Recognition Agreement* will be guaranteed their original rostered shift payment as per the roster published in terms of clause 6 (b) above. This applies irrespective of the fact that the shop steward may be required to attend a

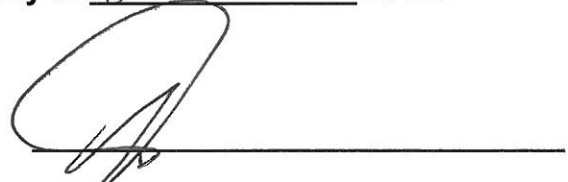


meeting, represent a member at a disciplinary hearing etc. in stead of performing his normal duties as a train driver, train assistant, train control officer etc. The only exception would be where, for example, the employee (shop steward) was rostered for night shift and attends a meeting/hearing during the day, in which case the night shift allowance will not be payable where the meeting/hearing takes place during the day between 06:00 and 18:00. Overtime that was rostered, irrespective of the fact that it is not worked, will still be payable.”

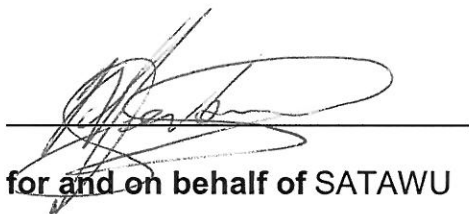
Signed at Houghton on this 13 day of OCTOBER 2010.



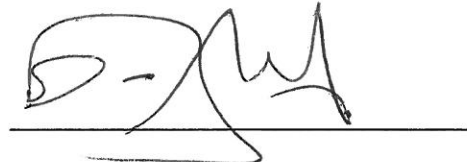
for and on behalf of TRANSNET FREIGHT RAIL



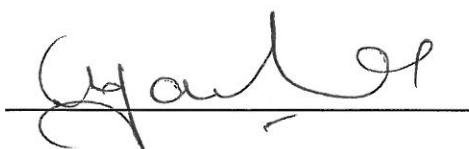
WITNESS



for and on behalf of SATAWU



WITNESS



for and on behalf of UTATU



WITNESS