

VARIATION AGREEMENT FOR TRANSNET FREIGHT RAIL - 2024 TO 2029

DRAFT 3 - 7 June 2024

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DRAFT

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 SOC trading as TRANSNET FREIGHT RAIL
(hereinafter referred to as “Transnet Freight Rail”)**

and

South African Transport and Allied Workers Union (SATAWU)

and

**United National Transport Union (UNTU)
(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

1. PREAMBLE

In recognition of the importance of health and safety of Employees, our customers and the public, the parties hereby conclude this agreement on the following terms and conditions.

2. AREA AND SCOPE OF AGREEMENT

Unless otherwise specified in this or any other subsequent agreement, the terms of this agreement shall be applicable to all bargaining unit Employees who are employed by Transnet Freight Rail in the Republic of South Africa, irrespective of whether they are represented by a Trade Union or not. Employees in the Management cadres (pay grades F to A) are excluded from this agreement.

3. OBJECTIVE OF THE AGREEMENT

This agreement is aimed at establishing mutually acceptable basic conditions of employment with due regard to legislative requirements and to vary by agreement those areas of the Basic Conditions of Employment Act (Act 75 of 1997 as amended) in terms of Section 49 that will allow operational flexibility without compromising the health and safety of Employees.

4. VALIDITY

4.1. This Agreement shall come into operation with effect from 1 September 2024 and will remain in force until 31 August 2029.

4.2. Notwithstanding the period of validity of this agreement; any party to the Agreement who wishes to negotiate the amendment of any clause(s) of this Agreement relating to the interpretation and application of this agreement, as well as operational issues may submit its proposal in writing to the Secretary of the Transnet Bargaining Council.

5. INTERPRETATIONS

5.1. Any expressions used in this Agreement which are defined in the Labour Relations Act (66 of 1995) shall have, the same meaning as in that Act and any reference to an Act shall include any amendments to such Act, further —

5.2. In this Agreement, unless the context otherwise indicates —

5.2.1. the masculine includes the feminine and vice versa; and

5.2.2. the singular includes the plural and vice versa.

“Bargaining Council” means — The Transnet Bargaining Council registered in terms of the Labour Relations Act (66 of 1995).

“Bargaining Unit Employees” means — All junior employees below the pay grade F.

“BCEA” means - The Basic Conditions of the Employment Act (Act 75 of 1997).

“Book-off” means — for Blue Train on-board personnel, an interval of rest at a depot away from the home depot or en-route and in respect of train crew, an interval of rest that an Employee is booked off at an agreed book-off-depot and is not required to work away from the home depot.

“Compressed working week” means — the hours worked in a *week* may be averaged provided the Employee does not work more than twelve (12) hours in any day or more than four (4) days in any *week*, or more than forty-four (44) hours in any *week*.

“Consultation” (consulted) means- a process whereby management engage labour representatives/shop stewards with a view of reaching consensus on work related matters/issues and not in conflict with any collective agreement.

“Day” for the purposes of clauses 7.1 to 7.7 means — a period of twenty-four (24) hours measured from the time when an Employee normally commences or actually commences their shift/work. A day’s leave on the day of a planned *shift* runs from the beginning of the planned *shift* for a period of twenty-four (24) hours.

“Emergency Work” means - work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by Employees during their *ordinary hours of work*. **Do note Addendum A in this regard.**

“FST’s” means — First Line Managers, Specialists and Technicians.

“Initial Training” means — training required by a newly hired employee to obtain the minimum qualification to be permanently appointed to a position applied for.

“Life partner” means — for the purposes of clause 10.7.2, a person who cohabits with the employee and is registered with the Company as such.

“LRA” means — the Labour Relations Act (Act 66 of 1995).

“Night work” means — Work performed between 18:00 and 06:00.

“Non-Statutory Leave” means — a portion of an Employee’s annual leave that may be taken or encashed at the end of the leave cycle.

“Non-Statutory Accumulative Leave” means — a portion of an Employee’s annual leave that may be taken, accumulated or encashed.

“NPA” means — Non-Pensionable Allowance.

“Operational function” means — inter alia service design, operational planning, yards, train movement, train control and rail network maintenance in the Order to Execute process (O2E). All other functions are excluded, as they are not required to work **any** five of the seven days in a *week*.

“Operational Requirements” — Are defined in section 213 of the Labour Relations Act to be “requirements based on the economic, technological, structural or similar needs of an employer”. In Transnet Freight Rail, *Operational Requirements*, include but are not limited to:

- Safety (fatigues — Signal Passed at Danger);
- Traffic patterns (Integrated Train Plan) — No disruption of the Integrated Train Plan;
- Changes in technology;
- Depot strength (calculation but not absolute);
- Customer requirements;
- Rest day working;
- Safety meeting (Symposium); and
- Cancellation of trains.

“Ordinary hours of work” means —

- An Employee may not be required or permitted to work more than: -
 - Forty-four (44) ordinary hours in any *week*,
 - Eight (8) hours forty-eight (48) minutes in any day if the Employee is scheduled to **work**;
 - work for five days in a *week* (except for a *compressed work week*).

“Overtime” means — The time in excess of *ordinary hours of work* that an Employee works during a day or a week (in the case of a *compressed work week*).

“Public holiday” means — Any day that is a public holiday in terms of the Public Holidays Act, 1994 (Act No. 36 of 1994).

“Reasonable proof” for the purpose of clause 10.7.3 means — inter alia a birth certificate; medical certificate; certificate from a registered traditional healer; death certificate or an affidavit confirming the eventuality for which leave is requested.

“Recognition Agreement” means — A collective agreement signed between management and representative unions in Transnet that provides for management of relations between the parties.

“Remuneration” means — Any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for any other person or company.

“Salary” means — The employee’s fixed basic annual income.

“Shift” means - a period during a day when an Employee is required to be available to work. The period of work may consist of either the daily ordinary hours defined above or scheduled as overtime or a combination of both ordinary hours and *overtime*, depending on operational *requirements*. **“Shifts patterns”** which has a corresponding meaning, may be arranged as follows:

- equal “morning-”, “afternoon-” and ‘night shifts” (3 X 8 hours);
- equal “day- and “night shifts” (2 X 12 hours); or
- “shifts of variable length” i.e. starting or ending any “hour/time” of the day or night, based on *operational requirements*.

“Shift worker” means —an employee working according to a roster on a 24 x 7 rotational basis, as follows;

- equal morning, afternoon and night shifts (3 x 8 hours);
- equal day and night shifts (2 x 12 hours); or
- shifts of variable length, i.e. starting or ending any hour/time of the day or night, based on *operational requirements*.

“Standby” means — a requirement for an Employee to be available to possibly perform duty outside of their normal working hours.

“Statutory leave” means — The portion of the annual leave that has to be taken during the thirteen (13) month period that follows on the leave cycle (year) in which it was earned.

“Straight time rate” means — An hourly rate that is determined by dividing the annual basic *salary* by the total ordinary hours of duty per annum. The total of ordinary hours of duty per annum is calculated by multiplying the number of weeks (52) with the ordinary hours of duty per *week* (44).

$$(52 \times 44) = 2288$$

Example: $R\ 74\ 238 \div 2288 = R\ 32,45$

“Transnet Freight Rail” means — A Division of Transnet SOC Limited.

“Wage” means — The amount of money paid or payable to an Employee in respect of *ordinary hours of work*, or, if shorter, the hours an Employee ordinarily works in a day or *week*.

“Week” in relation to an employee, means — a calendar week of seven (7) days which begins on a Sunday and ends on a Saturday and within which the working week of that Employee ordinarily falls.

“10/4 rostering system” means — a rostering system whereby an Employee works for ten (10) days and rests for four (4) days over a two-week period.

6. FUNDING OF THE TRANSNET BARGAINING COUNCIL

6.1. The funding of the Transnet Bargaining Council takes place on an equal basis through Transnet (*Transnet Freight Rail*) and the Employees of Transnet (*Transnet Freight Rail*). The portion of the budgeted amount for which the employees are accountable is divided among the total number of employees, and the amounts so determined by the Transnet Bargaining Council at the Annual General Meeting are recovered annually from employees pay vouchers during the December pay month of every year.

7. REMUNERATION

7.1. Personnel Travelling as Passengers

- 7.1.1. 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 employee's home depot, is paid at overtime rates provided the Employee signs on and off at a depot or at a designated sign on/off place.
- 7.1.2. Time travelled as a passenger outside ordinary working hours to attend to an official activity, excluding to perform work, away from an employee's home depot is paid at *straight time rates* up to a maximum of twelve (12) hours.

7.2. Basis of Calculating Salary

- 7.2.1. All salaries are calculated on an annual basis. The monthly salary paid to an Employee shall be calculated as one twelfth of annual salary (excluding allowances).
- 7.2.2. The pay month shall extend from the 1st day of any month to the last day of the month.
- 7.2.3. Salaries will normally be paid out by the 27th day of the month, but not later than the last day of a month should there be technical problems. However, should the 27th fall on a Saturday, Sunday or *public holiday*, payment will be made on the date immediately preceding the 27th which does not fall on one of the aforementioned days.

8. REGULATION OF WORKING TIME

8.1. Hours of Duty

- 8.1.1. *Ordinary hours of work* may not be more than forty-four (44) hours per *week*.
- 8.1.2. Maximum ordinary hours per day eight (8) hours and forty-eight (48) minutes (5-day roster /schedule see sub-clause 8.2.2);
- 8.1.3. An Employee may be required or permitted to work a *compressed working week* only under the following circumstances:
- 8.1.3.1. in terms of an agreement, which must be in writing between management and a two-third majority of employees in the workplace, revised annually and registered with the Corporate Employee Relations Office as well as the relevant Pay Office.
 - 8.1.3.2. not more than forty-four (44) ordinary hours in any *week*,
 - 8.1.3.3. not more than sixteen (16) hours' *overtime* in any *week*;
 - 8.1.3.4. not more than four (4) work days in any *week* may be worked unless by agreement where an employee works on a rest day, in which case the time worked on the rest day is paid as *overtime*, and
 - 8.1.3.5. payment will be made for a *public holiday* during a *week* where it is not required for an Employee to work on that day. (Note: An Employee working a compressed work *week* (CWW) must complete forty-four (44) actual hours of work during a *week* before *overtime* is payable).
- 8.1.4. The actual starting and finishing times for each place of employment (depot) shall be determined from time to time according to *operational requirements*.
- 8.1.5. Starting and finishing times in Rail Network may be influenced by factors such as weather and temperature, and may differ from day to day and season to season.
- 8.1.6. Any changes will be consulted in terms of this agreement, before implementation.
- 8.1.7. An Employee working temporarily in a different grade or place will observe the hours prescribed for that grade and place, if these are different from the hours of duty fixed at their normal place of employment.

8.2. Underlying Principles on Rostering and Scheduling of Shifts

- 8.2.1. *Transnet Freight Rail* is a continuous twenty-four (24) hour seven (7) days per week operation.
- 8.2.2. Employees may be required to work any five (5) of the seven (7) days in any particular week and any changes to the roster will be consulted at depot level.
- 8.2.3. In the event that an employee is required to work on a rest day(s), it may only be by agreement and taking cognizance of the health and safety of employees and the effect that fatigue may have on an employee's health and the organisation. Work on rest days will be paid at overtime / Sunday time rates whichever is applicable.
- 8.2.4. The staff establishment of each depot shall take cognizance of leave, sick leave, rest periods, training, etc.
- 8.2.5. Leave, Training and Shift Rosters as well as weekly rest periods to be planned well in advance.
- 8.2.6. Maximum hours of work per day:
- 8.2.6.1. An Employee shall be **rostered according to activities**, but for **not more than twelve (12) hours per day** inclusive of meal breaks, signing on and signing off time (See Clause 8.13).
- 8.2.6.2. If, for whatever reason, an Employee works in excess of twelve (12) continuous hours, such exceeding shall be paid at double the hourly *overtime* rate.
- 8.2.6.3. A minimum daily rest period of sixteen (16) hours will be granted to Train Crew on request in instances where a *shift* of fourteen (14) hours or more has been worked.
- 8.2.6.4. Reasons for all twelve (12) hour exceeding must be recorded.
- 8.2.7. Minimum daily and weekly rest periods as stipulated in clauses 8.2.13 to 8.2.15.
- 8.2.8. Overtime shall not exceed the limit stipulated in this agreement (See Clauses 8.1.2.3 and 8.11.1).

- 8.2.9. Employees may be rostered/required to work a shift of variable length subject to a minimum of a day's wage. **At the end of a shift, an Employee must ascertain their next shift and shift length and the line manager must ensure that the employee is aware of any changes to the roster.** Should such shift for whatever reason exceed the rostered shift length, it may only be done by agreement.
- 8.2.10. Shift patterns will be arranged after consultation with shop stewards on behalf of Employees in accordance with the provisions of this agreement and depending on operational requirements.
- 8.2.11. Should for whatever reason the next week's / day's (new) roster is not yet displayed on the notice board when an Employee signs off (current week/month's roster), the line manager and the Employee must agree in writing on an appropriate time and method of informing the Employee of the starting time of their next shift after signing off on the last day of the current roster.
- 8.2.12. Where long distance travelling is required to reach the place of work and returning home after working away from home, a 10/4 rostering system whereby an Employee works for ten days and rests for four (4) days over a two-week period may be worked by a majority (50% plus 1) agreement. Such agreement must be in writing between Employees and management at depot level and registered with the ER Corporate Office and the relevant Pay Office. The four-day rest period will include a Saturday and a Sunday.
- 8.2.13. No Employee may be rostered for a second shift within a twenty-four (24) hour period/day except for book-off.
- 8.2.14. The twenty-four (24) hour period/day referred to in clause 8.2.13 above, is calculated from the previous days sign on time.
- 8.2.15. When signing on within twenty-four (24) hours, that portion of time that falls within the twenty-four (24) hours from the start of the previous shift will be paid as overtime. Ordinary shift payment rules apply thereafter.

8.3. Arrangement of Shifts

- 8.3.1. The following apply to the arrangement of *shift* work:
- 8.3.1.1. *Overtime* should be avoided, especially in occupations involving special hazards or heavy physical or mental strain.

- 8.3.1.2. Rosters/shift schedules should be displayed or distributed on a weekly/monthly basis (whichever is applicable) for easy access by all workers, and must be presented in a readily understandable form.
- 8.3.1.3. Workers must receive a minimum of twelve (12) hours' notice in advance of scheduled hours of work and of any foreseeable changes to the schedule / roster except where sub-clause 7.2.16 applies.
- 8.3.1.4. Arrangements must be considered to accommodate the special needs of workers such as pregnant and breastfeeding workers, workers with family responsibilities, older workers, disabled workers and workers with health problems.
- 8.3.1.5. Employees shall be credited with the rostered time agreed to on sign-off for the next *shift*, or the actual time whichever is the greater.
- 8.3.1.6. Employees whose shifts are cancelled should, where it is reasonable and practicable to do so, be placed on suitable alternative duties taking cognizance of the original rostered *shift* length and reasonably related to the duties for which the Employee is employed.

8.3.1.7. Notwithstanding the stipulations in clause 8.3.1.3, 8.3.1.5 and 8.3.1.6 above, duly elected shop stewards who are required to perform shop steward duties as per clause 7.2¹ of the *Recognition Agreement* will be guaranteed their original rostered *shift* payment as per the roster published in terms of clause 8.3.1.2 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. instead of performing their normal duties as a train driver, train assistant, train control officer, etc. *Overtime* that was rostered, irrespective of the fact that it is not worked is still payable.

Paragraph 7.2 of the Transnet Recognition Agreement, as amended from time to time, states the following. "7.2. The parties further recognise the following rights and duties of duly elected shop stewards to perform the following functions without loss of pay (including any shift allowances, overtime pay or benefits), or fear of victimisation:

- 7.2.1 Represent their members who are Transnet Employees in any grievance or disciplinary proceedings in terms of the relevant Transnet policies and procedures;
 - 7.2.2 Attend meetings with management by agreement;
 - 7.2.3 Monitor Transnet's compliance with employment-related legislation and binding collective agreements, and to report any alleged contraventions to Transnet;
 - 7.2.4 Perform other functions agreed to between Transnet and the signatory unions;
 - 7.2.5 Represent the interests of union members by effectively and responsibly liaising between union members and management, with the purpose of promoting harmonious labour relations;
 - 7.2.6 Promote co-operation and understanding in order to prevent grievances and disputes;
 - 7.2.7 Disseminate relevant information effectively, responsibly and timeously to union members;
 - 7.2.8 Actively promote and ensure effective implementation of and strict compliance by union members with the terms and conditions of any agreements or undertakings reached between the unions and Transnet, or any court order obtained by Transnet;
 - 7.2.9 Sign and abide by any undertaking that may be required by Transnet regarding confidentiality or the non-disclosure of sensitive or confidential information;
 - 7.2.10 To be available upon reasonable notice to attend any meetings Transnet deems necessary in relation to the fulfilment of their duties unless they are prevented from doing so for good reason;
 - 7.2.11 To be released by their immediate managers to attend any meeting agreed to with management;
 - 7.2.12 To co-operate with Transnet to ensure compliance with paragraphs 1.1. to 1.5 of this agreement; and
 - 7.2.13 To take reasonable steps to prevent, discourage and stop any unprocedural action by union members from disseminating accurate information and counselling Employees to use Transnet's grievance or dispute resolution procedures.
 - 7.2.14 Provided that unless agreed otherwise no shop steward may spend more than two (2) working days a month representing members in grievance and discipline in a constituency other than his or her own. Travel and accommodation costs associated with such representation should not be for the account of Transnet."
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8.4. Design of Shift Rosters

8.4.1. The following factors should be taken into account in the design of rosters for semi-continuous and continuous *shift* work:

- 8.4.1.1. The frequency of weekend work and work on *public holidays* should be limited as much as possible for each worker.
- 8.4.1.2. The frequency of *shift* rotation should take account of the difficulties workers may have in adapting to *night work* and must not exceed seven (7) consecutive night shifts unless by agreement with an Employee.
- 8.4.1.3. It is preferable that shifts be rotated in a forward direction (morning to afternoon to night). *Shift* patterns should take cognizance of *operational requirements* and to be used as a guideline to roster Employees on morning, afternoon or night shifts whichever *shift pattern* applies.
- 8.4.1.4. Night shifts should be no longer than morning and afternoon shifts. Where long night shifts are used, they should be carefully reviewed to find ways to avoid fatigue. Successive long night shifts should be avoided and a balance should be found between morning, afternoon and night shifts.
- 8.4.1.5. Rest periods for *shift workers* should be scheduled to fall on weekends where it is practicable and possible (see Clause 8.7).

8.5. Daily Rest Periods

- 8.5.1. Subject to the conditions of clause 8.6, an employee must be allowed a daily rest period of at least twelve (12) consecutive hours between ending and recommencing of work.
- 8.5.2. Where a *shift* extends beyond twelve (12) hours due to unforeseen circumstances, an Employee may by agreement be allowed to resume their next rostered *shift* with a minimum of ten (10) hours' rest provided there are not more than two such incidents in any *week*.
- 8.5.3. An Employee must not be disturbed during their daily rest period unless in case of an emergency (refer to clause 5 and Addendum A).
- 8.5.4. A minimum daily rest period of sixteen (16) hours at the home depot will be granted to an Employee on request in instances where a *shift* of fourteen (14) hours or more has

been worked.

8.6. Daily Rest at book-off depots and en-route

- 8.6.1. Where applicable a rest period of a minimum of eight (8) hours but not more than ten (10) hours will be allowed at *book-off* depots or en-route which rest period will start at the end of the scheduled *shift* or the actual sign-off time if the scheduled *shift* is exceeded.
- 8.6.2. If eight (8) hours rest is taken at a book off depot the Employee would receive minimum of sixteen (16) hours' rest at the home depot. It may be increased based on *operational requirements*.
- 8.6.3. If ten (10) hours rest is taken at the *book-off* depot the Employee will receive minimum of fourteen (14) hours at the home depot. It may be increased based on *operational requirements*.
- 8.6.4. If twelve (12) hours is exceeded, clause 8.5.4 will apply, subject to the outcome of the investigation as per **Clauses 7.2.6.4 & 14.5.1**.
- 8.6.5. The principle of the twenty-four (24) hour rule should be applied on the trip returning to home depot.
- 8.6.6. The rest period at the home depot may be increased based on *operational requirements*.
- 8.6.7. Notwithstanding the restriction contained in clause 8.2.13, Employees on *book-off* working will sign on twice within a twenty-four (24) hour period/day as a result of the reduced rest period when they book off at a *book-off* depot.

8.7. Weekly Rest Periods

- 8.7.1. Employees employed in an operational job will be granted scheduled rest periods as follows:
- 8.7.1.1. Where possible, a weekly rest period of a minimum of thirty-six (36) hours which shall include a Sunday; or
- 8.7.1.2. Where a Sunday has not been included as per clause 8.7.1.1, at least forty-eight (48) consecutive hours during the *week*.

- 8.7.1.3. Where clause 7.7.1.2 was applied, the following will apply:
- 8.7.1.3.1. Three Week Cycle
- 8.7.1.3.1.1. Based on a three (3) *week* cycle starting with one (1) midweek rest period of a minimum of forty-eight (48) hours per *week* followed by;
- 8.7.1.3.1.2. A back-to-back rest period of a minimum of eighty-four (84) hours combining week two
- 8.7.1.3.1.3. and three (3) rest periods, which will include a Sunday; or
- 8.7.1.3.2. Seven Week Cycle
- 8.7.1.3.2.1. Based on a seven (7) *week* cycle starting with two (2) midweek rest periods of a minimum of forty-eight (48) hours per *week* followed by;
- 8.7.1.3.2.2. A back-to-back rest period of a minimum of eighty-four (84) hours combining *week* three (3) and four (4) rest periods which will include a Sunday; The back-to-back rest period in clause 7.7.1.3.2.2 will be followed by a midweek restperiod of a minimum of forty-eight (48) hours in *week* five (5); followed by;
- 8.7.1.3.2.3. Another back-to-back rest period in *week* six (6) and seven (7) that will include a Sunday (minimum 84 hours).
- 8.7.1.3.2.4. The weekly rest period is calculated from the scheduled/actual signing-off time to the scheduled/actual sign-on time of the Employee.
- 8.7.1.4. Weekly Rest as a Result of Shift Cycle Principles
- 8.7.2. A principle of flexibility will be applied in determining whether a three (3) *week*, seven (7) *week*, or any other appropriate *shift* cycle will be used at the depot level.
- 8.7.2.1. Existing *shift* cycles at each depot will be retained unless a change is required based on the guiding principles for *operational requirements*.
- 8.7.2.2. In order to change an existing *shift* cycle, management and labour at the depot level must consult in an attempt to reach consensus on the appropriate *shift* cycle to be applied.
- 8.7.2.3. Where management and labour at the depot level are unable to reach

consensus, either party has the option to refer the matter to the Transnet Freight Rail National Task Team.

8.7.2.4. On receiving a referral from any party at the depot, the Transnet Freight Rail National Task Team will assist management and labour at the depot to reach consensus and where required will recommend the appropriate *shift* cycle to be applied at the depot.

8.7.2.5. The guiding principles for *operational requirements* to be used in considering the appropriate *shift* cycle, will include but are not limited to:

8.7.2.6. Safety (fatigues — Signal Passed at Danger);

8.7.2.6.1. Traffic patterns (Integrated Train Plan) — No disruption of the Integrated Train Plan;

8.7.2.6.2. Changes in technology;

8.7.2.6.3. Depot strength (depot strength calculator but not absolute);

8.7.2.6.4. Customer requirements;

8.7.2.6.5. Rest day working;

8.7.2.6.6. Safety meeting (Symposium);

8.7.2.6.7. Cancellation of trains;

8.7.2.6.8. Any other principle for *operational requirements* not listed above will be referred to the Transnet Freight Rail National Task Team for *consultation* before being considered for determining the appropriate *shift* cycle.

8.7.2.7. In the instance that a change to a *shift* cycle is necessary, management at the depot will provide its Employees with three (3) months written notice before such change is implemented.

8.8. Rostering Method

8.8.1. Rostering of Employees will be based on the principles contained in Clauses 8.1 to 8.7.

8.9. Standby

8.9.1. *Standby* rosters **must be compiled on a week on week off basis** according to *operational requirements*, in which case a *standby* allowance is payable as stipulated in sub-clause 8.9.3).

8.9.2. **An Employee shall not be placed on *standby* duty for more than two (2) consecutive weeks except by agreement for not more than four (4) consecutive weeks in instances where an Employee proceeds on leave or off sick.**

8.9.3. An Employee who is required to be on *standby* during their daily or weekly rest period will be paid a *standby* allowance for every hour on *standby* as agreed to from time to time during wage negotiations.

8.10. Call Outs

8.10.1. Time worked by an Employee as a result of an emergency when called out for duty outside their normal working hours, is subject to the following **minimum time payments**:

| | |
|--|--|
| For one or more periods of duty not exceeding three (3) hours. | Minimum payment of three (3) hours |
| Where a second call out falls within three (3) hours of the first call out it will be treated as 1 call out. | Minimum payment of three (3) hours |
| Where call outs overlap. | Actual time in excess of three (3) hours for the full period is payable. |

8.10.2. These **minimum time payments** are subject to the following proviso:

8.10.2.1. That no higher payment shall be made for two (2) or more periods of duty than what would have been made if the Employee had been continuously on duty for the overall period; and

8.10.2.2. Call-outs prior to commencement of the ordinary shift which are less than three (3) hours shall be paid at the relevant rate from the time the Employee receives the call with the call-out reference number and departs from home for the call-out to the time that the Employee's ordinary *shift* starts.

8.10.3. Subject to clause 8.10.2.2, an Employee shall be paid from the time the Employee receives the call with the call-out reference number and departs from home until the

completion of the work at the workplace where time runs into their normal *shift* or arrival back home.

8.10.4. Transportation of Employees on standby will be the responsibility of Transnet Freight Rail unless alternative transportation has been approved in accordance with the Business Travel and Subsistence Allowance Policy.

8.10.5. Where an Employee is called out, performs any work on a Sunday and is accredited with hours as prescribed in clause 8.10.1, such time will be paid out at the rate applicable for Sunday work.

8.10.6. Where an Employee is called out on a Sunday but does not perform actual work, and is accredited with hours as prescribed in clause 8.10.1, the Employee will be paid at the rate applicable for Sunday work.

8.10.7. Where an Employee is called out on a Saturday, does not perform any work, and the hours accredited as prescribed in clause 8.10.1, irrespective of falling on a Sunday, will be paid at the applicable *overtime* rate.

8.10.8. Where a portion of the work on a call out is performed and falls on a Sunday, the hours worked on a Sunday will be paid at the rate applicable for Sunday work.

8.10.9. When an Employee is called out after the completion of their normal *shift* and has to work until after midnight, or is called out after midnight, the Employee will be entitled to seven (7) hours rest after arriving at home from their last call-out, without loss of pay.

8.11. Overtime

8.11.1. Employees can/may be required to work such *overtime* per day or per *week* as rostered/required subject to a maximum of eighty (80) hours per month for Employees employed in an *operational function*. All other Employees may be required to work a maximum of forty (40) hours, should it be required. *Overtime* hours worked as a result of an emergency is excluded.

8.11.2. *Overtime* hours worked in terms of clause 8.11.1 of this agreement shall include *overtime* hours worked on a Sunday and on a rest day.

8.11.3. Employees who are not *shift workers* but who are required or agreed to work *overtime* during a weekly rest period will be paid a minimum of four (4) hours and thirty (30) minutes *overtime* or the actual time worked whichever is the greatest if after the overtime commences, the

work is cancelled; and Employees, who are required or agreed to work less than four (4) hours and thirty (30) minutes, will be paid for the agreed time.

8.11.4. An Employee who works *overtime* will be paid one and a half times the *straight time rate* for every hour *of overtime* worked.

8.11.5. Employees on income levels higher than the overtime/Sunday time ceiling shall be paid *overtime* at the prevailing overtime-ceiling/threshold rate.

8.11.6. The *overtime* ceiling/threshold rate may be adjusted by agreement during wage negotiations or ministerial determination from time to time.

8.11.7. Where Employees are rostered to work *overtime*, such *overtime* shall be equitably distributed amongst the Employees in the Depot whenever it is reasonable and practical to do so.

8.11.8. *Overtime* worked will be paid one month in arrears.

8.11.9. An Employee may by written agreement take *time off in lieu of overtime worked*. Such agreement will be informed by due consideration of operational requirements by management. The following terms will apply:

8.11.9.1. The written agreement is to be reflected on monthly time sheet/journal and must be captured on SAP HCM;

8.11.9.2. Time off due to employees must be taken within one month from the employee becoming entitled to it. A leave form must be completed and approved prior the employee taking the time off and the leave form must be attached to the time sheet/journal.

8.11.9.3. If time off was not taken within one month, such overtime will be paid out to the employee on the first normal pay run thereafter.

8.11.9.4. The time off entitlement will be calculated as 1.5 hours' time off for every 1 hour of overtime worked.

8.12. Sunday Time

8.12.1. An Employee who **does not ordinarily work** on a Sunday, but is required to work on a Sunday, will be paid at double the *straight time rate* for each hour worked on a Sunday.

8.12.2. An Employee, who **ordinarily works** on a Sunday, will be paid their normal *straight time rate* plus an additional 0.75 premium per hour for every hour worked on a Sunday. *Overtime* worked on a Sunday will be paid at the normal *overtime* rate as per clauses 8.11.4 and 8.11.5 plus an additional premium of 0.75 per hour for such overtime worked.

8.12.3. Employees on income levels higher than the overtime/Sunday time ceiling/ threshold shall be paid Sunday time at the Sunday time-ceiling rate unless another Collective Agreement applies or unless stated otherwise in this agreement.

8.13. Meal Interval

8.13.1. Subject to the stipulations of this clause, Employees who work continuously for more than five (5) hours per day must have a meal interval of at least thirty (30) continuous minutes.

8.13.2. Employees may be required or permitted to perform duties during a meal interval that cannot be left unattended, and which cannot be performed by another Employee. In such instances and in instances where an Employee has been requested to be available for work during a meal interval, the employee will be paid accordingly.

8.13.3. Where meal intervals are rostered, such meal intervals shall be included in the roster for the next *week* and will be after completion of five (5) consecutive hours of work. If scheduled between the 5th and 7th hour after commencement of work, the meal break will not exceed thirty (30) minutes.

8.13.4. Where it is expected of an Employee to work or to be available for work during an Employee's meal interval, the meal interval will form part of the *ordinary hours of work* and an employee shall be entitled to payment (See Clause 8.2.6).

8.14. Night Work

8.14.1. Due to *Transnet Freight Rail's* operations, any Employee employed in the operational environment could be required to perform *night* work on a regular basis (See Clause 8.4 on design of *shift* rosters).

8.14.2. Where an Employee is required to perform work on a regular basis between the hours 18:00 and 06:00 the next day, the following will apply:

- 8.14.2.1. Such Employees shall be informed verbally or in writing on entry to the grade and annually thereafter by the Risk Department / Employee Wellness Department of:
- 8.14.2.1.1. Health and Safety hazards associated with the work that the Employee is required to perform; and
- 8.14.2.1.2. The Employee's right to undergo a medical examination.
- 8.14.2.2. Employees/candidates will be subjected to a medical examination on appointment and thereafter at their request or at appropriate intervals, but at least once every three years. *Transnet Freight Rail* may refer an Employee to a registered Occupational Health Practitioner / Medical Practitioner of its choice on the account of the Company and such report shall be submitted to the Company.
- 8.14.3. Should an Employee suffer from a health condition associated with the performance of *night* work and it is practicable to do so, reasonable efforts shall be made to transfer the Employee to suitable day work.
- 8.14.4. An Employee performing *night work* shall receive a standard allowance (Night Work Allowance) for every hour worked between 18:00 and 06:00 as agreed to from time to time during wage negotiations.
- 8.14.5. Where an Employee is required to perform *night work*, it shall be ensured that transport is available between the Employee's place of residence and the workplace at the commencement and conclusion of the Employee's *shift*. The costs of such transport for the employee should be in relation to similar transport during normal daytime working hours.

8.15. Public Holiday

- 8.15.1. Employees may be required to work on a *Public Holiday* to meet Business needs (See Clause 8.4 on design of *shift* rosters) and shall be rostered / scheduled at least seven days in advance.
- 8.15.2. Provided their duties permit, an Employee may be released from duty on a *Public holiday* without loss of pay.
- 8.15.3. If a *Public holiday* falls on a day on which an Employee would ordinarily have worked and the Employee works on such *Public holiday*:

8.15.3.1. The employee will be paid the wage that they would ordinarily have received for work on that day, plus their ordinary hourly rate for every hour actually worked on such *public holiday*, subject to a minimum of a day's pay.

8.15.3.2. Hours in addition to or outside of the normal hours of the employee's *shift* they would ordinarily have worked on such day, will be paid for at the normal *overtime* rate.

8.15.4. If an employee works on a *public holiday* on which the employee would not ordinarily have worked, the Employee will be paid at double the ordinary hourly rate. Hours in addition to or outside of the normal hours of their *shift* will be paid for at the normal *overtime* rate.

8.15.5. All Employees are entitled to the *public holidays* that are:

| | |
|-----------------------|-----------------------------|
| New Year's day | 1 January |
| Human Rights Day | 21 March |
| Good Friday | Friday before Easter Sunday |
| Family Day | Monday after Easter Sunday |
| Freedom Day | 27 April |
| Worker's Day | 1 May |
| Youth Day | 16 June |
| National Women's Day | 9 August |
| Heritage Day | 24 September |
| Day of Reconciliation | 16 December |
| Christmas Day | 25 December |
| Day of Goodwill | 26 December |

8.15.6. Any other day declared a Public Holiday and on publication in a Government Gazette.

9. PAYMENT FOR WORK PERFORMED

9.1. Book-off

- 9.1.1. Employees may be required to *book-off* en-route or at a “*book-off* station / depot” away from their home depots.
- 9.1.2. Where applicable an hourly *book-off* allowance, calculated from the end of the scheduled *shift* or where the actual time extends beyond the scheduled *shift*, from the actual signoff time shall be payable.
- 9.1.3. The *book-off* allowance will be adjusted by the salary index as negotiated from time to time in the Transnet Bargaining Council.
- 9.1.4. The extension of the *book-off* principle to other *Transnet Freight Rail* lines, corridors and depots shall be determined by *Operational requirements*. In terms of the provision of meals and accommodation at *book-off* depots, Transnet’s travel and accommodation policy will be applicable where possible.
- 9.1.5. *Transnet Freight Rail* will be responsible for cost of accommodation, meals and transport between the depot where the Employee books-off / on and the *book-off* place.
- 9.1.6. Train crew of *book-off* trains to be relieved en-route in the forward direction if in danger of exceeding the rostered *shift* length and likewise can be utilised to relieve any other crew who exceeded or are likely to exceed in the forward direction if rostered to work.
- 9.1.7. If a train is not available, the crew may be taken to re-man a train en-route in the forward direction, travel by road or travelling spare.

9.2. Relief Duties

- 9.2.1. Employees may be required to perform relief duties from time to time, where it is reasonable and fair *to* do so and it is so agreed with the Employee concerned.
- 9.2.2. Should an Employee be required to perform relief duties at a depot other than their home depot for longer than twelve (12) hours and over midnight, such Employee will be paid the appropriate expenses rate prescribed in clause 9.3.
- 9.2.3. Should an Employee be away from their home depot for longer than twelve (12) hours

and over midnight or midday in the case of an Employee working a night *shift*, such Employee will be paid the appropriate expenses rate prescribed in Clause 9.3.5.

9.3. Expenses

- 9.3.1. The provisions of the Transnet Travel & Subsistence Policy will apply as amended from time to time.
- 9.3.2. Except where otherwise stated in this agreement, when an Employee is required to perform work away from their home depot and is required to stay over, actual expenses will be payable upon providing documentary proof in respect of the expenses actually incurred.
- 9.3.3. Should an Employee fall ill whilst performing duty away from their home depot, they should return to their home depot where warranted and practical.
- 9.3.3.1. Expenses will be payable from the time of departure from their home depot/home to the time of return at the home depot/home, whichever is the lesser.
- 9.3.3.2. Where *Transnet Freight Rail* provides accommodation with reasonable facilities, it must be utilised and expenses are payable in terms of the South African Revenue Service regulations, as amended from time to time, as per sub-clause 9.3.6.3 and as per *Transnet Travel & Subsistence Policy* and/or any relevant collective agreement.
- 9.3.4. An Employee who is required to undertake duty away from their home depot, excluding Employees who are ordinarily working away from their home depots, shall be paid expenses as per the South African Revenue Service regulations, as amended from time to time:
- 9.3.4.1. If the Employee is able to return to their home depot each day for a period of rest, expenses subject to a maximum amount of R169,00 supported by documentary proof in respect of the expenses actually incurred and absences exceeding five (5) hours is payable where lunch is not provided by *Transnet Freight Rail*.
- 9.3.4.2. If the Employee is unable to return to their home depot each day for a period of rest, appropriate expenses, are payable, at the applicable rate prescribed in sub-clause 9.3.6.
- 9.3.5. If expenses incurred by an Employee away from their home depot are in excess of the expenses which are payable to the Employee in terms of sub-clause 9.3.6, they may, if the circumstances justify such action, be reimbursed for actual expenditure provided their claims supported by documentary proof.

9.3.6. Overnight Expenses Tariffs as per the South African Revenue Service regulations, as amended from time to time, (excluding book-offs and *initial training* at a training centre where the Employee is accommodated at the company's expense):

| | Category | Tariff |
|---------|--|--|
| 9.3.6.1 | Own Arrangements | Capped at R548 per night for meals and incidental costs where the absence goes beyond midnight. |
| 9.3.6.2 | Hotel / Guest House including breakfast and dinner (BusinessTravel and Subsistence Policy will apply - documentary proof in respect of the expenses actually incurred. | R169 per night for incidental costs where the absence goes beyond midnight. |
| 9.3.6.3 | Official Transnet Freight Rail Accommodation such as Section Hostels (Documentary proof in respect of the expenses actually incurred) | R169 per night for incidental costs where the absence goes beyond midnight. Where meals are not provided, the employee may claim a maximum of R379 per day for meals supported by documentary proof. |
| 9.3.6.4 | Away from place of work for more than five (5) hours and is able to return to their home depot each day. | Maximum of R169 per day supported by documentary proof in respect of the expenses actually incurred. |

9.3.7. The amounts quoted in sub-clauses 9.3.6 may be adjusted from time to time as per the South African Revenue Service regulations.

9.3.8. Where an Employee qualifies for the payment of actual incidental costs, the claim must be supported by documentary proof as per sub-clause 9.3.6.

9.3.9. An Employee cannot claim expenses for a breakfast on the day of their departure from their home / home depot if they depart after 06:00.

9.3.10. All claims in terms of this clause must be submitted by the Employee upon return to the home depot within the same financial year the expenses were incurred.

10. TRANSFER / RELOCATION EXPENSES

10.1.1. Payment of transfer and relocation expenses is payable in terms of the Transnet

Relocation and Transfer Policy.

11. LEAVE (General)

11.1. Annual Leave

11.1.1. All leave allocations accrue on a monthly basis. Employees shall qualify for paid leave as follows:

| Terms of Service | Allocation per Annum |
|----------------------------------|----------------------|
| Up to 6 years | 24 calendar days |
| More than 6 years up to 16 years | 28 calendar days |
| More than 16 years | 36 calendar days |

11.1.1.1. Employees who qualified for twenty-eight (28), thirty-five (35) or forty (40) days leave prior to 1 January 2000 will continue to qualify for such leave on a personal to holder basis (PTH), until the particular Employee falls within the next category of "term of service" as provided for in sub-clause 11.1.1 whereupon, in the case of twenty-eight (28) and thirty-five (35) days leave, the Employee shall be entitled to the leave allocation per annum corresponding to that term of service. Employees who are currently entitled to forty (40) days leave will continue to qualify for such leave on a personal to holder basis (PTH) until the termination of their services.

11.1.2. Leave shall be granted according to the leave roster (unless agreed otherwise subject to the conditions of this clause). Controlling officers/supervisors shall ensure that leave rosters are compiled before the commencement of the next leave cycle and manage the leave roster in such a manner to ensure that all *Statutory leave* is taken within the period stipulated in sub-clause 11.1.19. Requests for occasional leave should be considered on merit and approval thereof should not unreasonably be withheld.

11.1.3. The purpose of leave is to afford Employees the opportunity to rest and consequently they are obliged to take leave as follows:

| Annual Leave Allocation | Statutory Leave | Non-Statutory Leave | Non-Statutory Accumulative Leave |
|--------------------------------|------------------------|----------------------------|---|
| 24 calendar days | 21 | 0 | 3 |
| 28 calendar days | 21 | 0 | 7 |
| 35 calendar days (PTH) | 21 | 6 | 8 |
| 36 calendar days | 21 | 7 | 8 |
| 40 calendar days (PTH) | 21 | 11 | 8 |

11.1.4. All twenty-one (21) days Statutory Leave should be taken, of which fourteen (14) days must be taken consecutively. Where such leave could not be taken due to operational requirements, the remaining leave must be taken within the two (2) months (March and April) following the leave cycle, with submission of evidence.

11.1.5. *Non-Statutory Accumulative Leave* not taken may be accumulated up to a maximum of sixty (60) days. Leave accumulated in excess of the maximum of sixty (60) days is to be paid at the prevailing *salary* level at that point in time (see Clause 11.6). Payment will be effected at the end of the February annually.

11.1.6. *Non-Statutory Accumulative Leave* should be encashed on written request of the Employee with submission to the Compensation function of Human Resources: Talent Management for verification and processing. Transnet will assist the Employee to encash available *Non- Statutory Accumulated* Leave days.

11.1.7. A period of leave shall be inclusive of the intervening rest days / Saturdays and Sundays, but shall exclude *Public holidays*.

11.1.8. *Non-Statutory* and *Non-Statutory Accumulative Leave* that has not been taken at the end of the leave cycle following on the one in that it was earned can be:

11.1.8.1. Taken within two (2) months (January and February) after completion of the next leave cycle; or

11.1.8.2. Partially accumulated (subject to the maximum in sub-clause 11.1.5) (*Non-Statutory Accumulative Leave*); or

11.1.8.3. Encashed (*Non-Statutory Leave*).

11.1.9. *Non-Statutory Leave not taken shall be encashed at the end of the leave cycle. Such encashment is subject to a leave audit and will be effected annually at the end of March.*

11.1.10. Sickness during any period of leave, whether paid or unpaid, shall not interrupt the period of leave sanctioned, excluding a period of hospitalisation and recovery as a result thereof and for which a valid sick certificate has been produced. This includes annual leave, which falls in a period of sickness.

11.1.11. An Employee may return to duty before the full period of leave has expired if permission is granted by their controlling officer. Such permission shall not be granted before fourteen (14) days' consecutive leave has expired. In considering such request, the controlling officer shall take cognizance of sub-clause 11.1.4.

11.1.12. An Employee who fails to report after expiry of a period of authorised leave shall be deemed absent from duty without permission.

11.1.13. All leave standing to an Employees' credit at the termination of their services in terms of the notice required on such termination shall be paid to such Employee. Employees who retire from *Transnet Freight Rail* shall take their *statutory leave* before retirement.

11.1.14. If an Employee retires when reaching the normal retirement age or services are terminated owing to permanent ill-health or severe bodily injury on a date that coincides with the date on which leave is due to the employee, they will be unable to take the Statutory Leave and the value of such leave shall then be paid to the employee.

11.1.15. In the case of voluntary resignation, Statutory Leave may be used to cover all or part of the notice period. If Statutory Leave cannot be granted, the value of such leave shall also be paid.

11.1.16. All leave to an Employee's credit on the day of their death shall be paid to the widow/widower/dependent Children/estate.

11.1.17. Paid leave shall not be granted to enable an Employee to transact business or to earn additional income from a source outside Transnet Freight Rail.

11.1.18. An Employee who has been granted leave for a period of two weeks or more may, by request, be paid in advance an amount not exceeding their salary for such period of leave, subject to the deduction from such advance of a pro rata-amount of the deductions

recoverable by means of their pay-voucher.

11.1.19. A leave cycle commences on 1 January of any one year and extends to 31 December of the same year. Leave earned in such cycle may be taken over the next fourteen (14) months according to the annual leave roster.

11.1.20. *Leave shall accrue on a monthly basis.*

11.2. Leave for Sporting Competitions

11.2.1. A maximum of six (6) days paid leave per annum, may be granted to an Employee to enable them to participate in sporting competitions to represent the country or Province in a recognised amateur sport. Requests for such leave exceeding six (6) days may be referred to the General Manager (Human Capital) or their delegated authority for consideration on recommendation from the Line Manager.

11.3. Unpaid Leave

11.3.1. Unpaid leave may be granted in exceptional circumstances i. e. study, compassionate, maternity, etc. if all the Employee's paid leave has been taken.

11.4. Long Service Leave

11.4.1. In recognition of long service, Employees will receive the following leave, as a "once-off", which can either be accumulated as part of the 60 days as mentioned in sub-clause 11.1.5, or be paid out in cash:

| | Days |
|---|------------------|
| On completion of 30 years' actual service | 15 calendar days |
| On completion of 35 years' actual service | 5 calendar days |
| On completion of 40 years' actual service | 5 calendar days |
| On completion of 45 years actual service | 5 calendar days |

11.5. Study Leave

11.5.1. To assist Employees in preparing for examinations, those Employees who are studying for any course as agreed to on their individual development plans and specifically approved by the Company, will be granted Study Leave on the basis of two (2) days per subject i.e. one day for preparation and one day for the actual writing of the examination. This excludes Annual Leave.

11.5.2. Other leave required for the purpose of studying must be taken from the Employee's normal Annual Leave entitlement.

11.6. Conditions for Encashment of Leave

11.6.1. The value of Leave will be based on the value of salary and the NPA where it is not yet fully integrated into the salary structure.

11.7. Family Responsibility Leave

11.7.1. This clause applies to an Employee who has been in employment with the company for longer than four months.

11.7.2. An Employee shall be granted during each annual leave cycle, at the request of the Employee, five days paid leave, which the Employee is entitled to take —

11.7.2.1. when the Employees' child is born;

11.7.2.2. when the Employees' spouse/like partner/child is sick; or

11.7.2.3. in the event of death of —

11.7.2.3.1. the Employees' spouse or life partner, or

11.7.2.3.2. the Employee's parent, adoptive parent, grand parent, child, adopted child, grandchild, brother or sister; or

11.7.2.3.3. the Employee's father/mother in-law.

11.7.2.4. In the event of a 'natural disaster' i.e. flooding. (Limitations- employees only qualify for such leave if declared as natural disaster by National or Provincial

Government.)

11.7.3. An Employee may be required to produce reasonable proof of the above before payment is made. Such request is at the discretion of the relevant line manager.

11.7.4. An Employee may take family responsibility leave in respect of the whole or a part of a day.

11.7.5. An Employees' unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

12. MATERNITY LEAVE

12.1. A female Employee who has completed at least twelve (12) months uninterrupted service shall qualify for four (4) consecutive month's paid maternity leave.

12.2. The four (4) months paid maternity leave may be extended by utilising available annual leave that has already accrued, subject to authorisation by the line manager.

12.3. A maximum of six (6) months maternity leave may be granted, which includes the four (4) months paid, utilisation of any accrued leave as well as any Unpaid leave required.

12.4. The service benefits of an Employee granted maternity leave at a percentage of her salary shall not be affected detrimentally. Unpaid leave may, however, have a detrimental effect on service benefits,

12.5. Maternity benefits are granted for a maximum of three confinements.

12.6. Maternity leave has to commence at least two (2) weeks prior to the expected date of confinement.

12.7. A pregnant Employee may, during the first seven (7) months of pregnancy, be released from duty for half a day every four weeks without loss of salary to enable her to undergo prenatal examinations. During the last two (2) months she may be released from duty for two half days per four weeks for the same purpose. If the absence exceeds half a day, she shall take leave standing to her credit or unpaid leave for the rest of the day.

12.8. This policy will also apply where a miscarriage has occurred during the third trimester of pregnancy or a stillborn child in respect of the recuperation period subject to the submission of a medical practitioner's certificate.

- 12.9. An Employee shall apply in writing for maternity leave at least eight (8) weeks before the commencement of maternity leave or as soon as it is reasonably practicable to do so. In high- risk work environments, Supervisors must be advised of an employee's pregnancy in writing as soon as it is known that she is pregnant.
- 12.10. The Employee shall submit to the Company a certificate signed by a registered medical practitioner or midwife, confirming her pregnancy and the date of her expected confinement, at the earliest possible date, but not later than four (4) months before that date.
- 12.11. No pregnant Employee may be compelled to work during the four weeks prior to the expected date of giving birth and for six (6) weeks after the birth of the child. No Employee may work unless a medical practitioner or midwife certifies that she is fit to work. In the case of the adoption of a new-born baby, the four (4) weeks prior to the birth falls away and the maternity leave will therefore commence from the time that the mother receives her adopted baby.
- 12.12. In the case of maternity leave through adoption, the maternity leave period will be limited to two months and to three occasions (adoptions).
- 12.13. The Company shall guarantee that the Employee may resume work after expiry of the maternity leave in the same position that was applicable to the Employee immediately prior to commencing her maternity leave, and at the same rate of pay she would have earned had she not gone on maternity leave.
- 12.14. An Employee who is pregnant or is still nursing her child may not be compelled or permitted to perform hazardous work. Where it is practicable, the female Employee who is required to perform night work or where her health or that of her child may be **endangered** by such work must be offered alternative employment without loss of benefits whilst she is pregnant and for up to six months after giving birth and breast-feeds her baby.
- 12.15. In terms of Parental Leave and Commissioning Parental Leave, Employees must refer to the conditions as prescribed in the BCEA.
- 12.15.1. Parental Leave, as per the *BCEA* that may be amended from time to time, is unpaid leave that an Employee may take to a maximum of ten (10) calendar days from the day that the Employee's child is born; or that the adoption order is granted; or that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first. Employees may claim 66% of the maximum income threshold from the Unemployment

Insurance Fund once signed into law.

- 12.15.2. Commissioning Parental Leave, as per the *BCEA* that may be amended from time to time, is unpaid leave that an Employee may take to a maximum of seventy (70) calendar days from the day the Employee's child is born as a result of a surrogate motherhood agreement. This leave applies to the Employee requesting surrogacy, not the woman giving birth. Employees may claim 66% of the maximum income threshold from the Unemployment Insurance Fund once signed into law.

13. SICK LEAVE

13.1. Absence due to illness/sickness

- 13.1.1. Employees will qualify for forty-five (45) days' sick leave per three-year cycle. A period of hospitalisation and convalescence related thereto shall be regarded as Special fully paid Sick Leave.
- 13.1.2. If an Employee has been absent from work due to incapacity for more than two (2) consecutive days they shall only qualify for paid sick leave upon the Employee submitting to Transnet Freight Rail a medical certificate stating that the Employee is incapacitated, the duration of incapacity and that the illness is of a temporary nature. The sick certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament. The Medical practice's number must be indicated on the medical certificate.
- 13.1.3. An Employee shall be allowed a maximum of six (6) days paid sick leave in any one (1) calendar year without submitting a medical certificate (X99) (The six (6) days sick leave without submitting a medical certificate may not be utilised as more than two (2) days at a time). Should the Employee be absent due to illness in excess of two (2) days without submitting a medical certificate, such absence will be regarded as sick leave without pay.
- 13.1.4. Such sick leave taken is deducted from the forty-five (45) days' sick leave allocation referred to in clause 13.1.1.
- 13.1.5. Notwithstanding sub-clause 13.1.3, circumstances may exist where it might be necessary to request a medical certificate or a doctor's report depending on the nature and circumstances of the reported illness by an Employee. Such request with reasons for the request must be directed to the Employee in writing.

13.1.6. For sickness that extends beyond two (2) days (48 hours) a Medical Certificate must be submitted to the supervisor within seventy-two (72) hours from the time the sickness commenced or where it is not reasonable and/or practical, when resuming the next *shift*. Where the employer was informed timeously (see sub-clause 13.1.7 below) of the Employee's absence and claimed to be sick as per clause 13.1.3, such sick note needs only to cover the period following the first two (2) days.

13.1.7. In all instances of sick leave, Employees shall inform their supervisors/ rostering office as soon as it becomes known that they cannot take up the *shift*.

13.1.8. An Employee who is certified as unfit for duty shall not absent themselves from their domicillium / home without the medical practitioner providing consent and medical reasons to justify such absence unless there are urgent and necessary reasons for doing so, the onus of providing which shall rest with the Employee.

13.1.9. An Employee who is certified as unfit for duty shall not perform any work for or on behalf of another person outside *Transnet Freight Rail*, whether or not the Employee is entitled to *remuneration* therefore, nor shall the Employee engage in any form of business or trade, whether on their own account or in association with any other person.

13.1.10. Sick leave may be refused if:

13.1.10.1. The Employee refuses or neglects to obtain or submit a medical certificate or submit to adequate medical attention for absences exceeding two (2) days;

13.1.10.2. the Employee contravenes the stipulations of sub-clause 13.1.5 above.

13.1.11. Saturdays and Sundays falling in a period of incapacitation covered by a medical certificate shall be regarded as sick leave.

13.2. Absence due to disability

13.2.1. Employees who have a disability confirmed by a Transnet appointed medical practitioner qualify for seven (7) days Disability Leave per three-year Sick Leave cycle.

13.2.2. These days are for use when the Employee goes for check-ups in relation to their disability.

14. GENERAL

- 14.1. This agreement supersedes all other agreements regarding Service Conditions and aspects contained herein and no agreement, which will be in conflict with this, or any other collective agreement may be concluded at local level.
- 14.2. The parties to this agreement realise that the environment we operate in, is dynamic and competitive and as such would require long, medium and short-term strategies to ensure a reliable service to our customers whilst maintaining financial viability and zero tolerance with regard to health and safety.
- 14.3. All concessions made in terms of this agreement will automatically lapse at the termination of this agreement unless agreed otherwise.
- 14.4. Unless otherwise agreed to in writing by the parties to this agreement, any Transnet policy issued subsequent to this agreement will supersede any relevant clause in this agreement, provided Employees are not worse off.
- 14.5. Monitoring of compliance with the Variation Agreement is the responsibility of each line manager and must follow a process that will provide for the following:
- 14.5.1. Regular meetings (at least once per month) at a depot level comprising of the depot manager and/or delegated manager and one shop steward from each recognised trade union. Unresolved issues should be escalated to the Transnet Freight Rail National Task Team. Minutes of such meetings must be submitted to the Transnet Freight Rail National Task Team via the TFR ER office.
- 14.5.2. Monitoring of compliance with the agreement, will form part of the Transnet Freight Rail National Task Team quarterly meetings at the Transnet Bargaining Council. Additional meetings will be scheduled as necessary. The TFR National Task Team will:
- 14.5.2.1. Monitor 12-hour shift length exceeding's, report trends to the TFR Chief People Officer on a monthly basis and meet on a quarterly basis.
- 14.5.2.2. Receive feedback from Managing Executives and Corridor Heads of Operations and Finance on a quarterly basis under the auspices of the TBC.
- 14.5.2.3. Address 12-hour shift length exceeding's in detail during the Roadshows.
- 14.5.2.4. Meetings will be held monthly for the first three (3) months post signing this agreement. The first meeting will be conducted in person with the Managing

Executives, Chief Financial Officer and Chief People Officer and/or duly delegated representatives in attendance whereafter such meetings will be held virtual via MS Teams.

14.6. Any variation to this agreement must be reduced in writing and signed by the parties.

14.7. Although clauses 5.2.2, 7.2.6.2, 7.2.6.3 and 7.5.4 and other related clauses remain unchanged, a committee will be set up between Labour and Management to investigate and make recommendations to the Transnet Bargaining Council regarding the Blue Train conditions of employment. This process will be finalised six months after signature of this agreement. The committee will be facilitated by Employee Relations (ER). In the interim, the status quo will remain for any clauses applicable to the Blue Train.

15. DISPUTE PROCEDURES

15.1. Any dispute regarding the interpretation or application of any of the clauses as contained in this agreement, will be dealt with under the dispute resolution mechanism of the Transnet Bargaining Council.

15.2. With reference to section 30 (e), (f) and (g) of the Labour Relations Act, (Act 66 of 1995) as amended, an independent body will be appointed to deal with any appeals regarding this collective agreement in respect of non-parties.

16. COLLECTIVE BARGAINING

16.1. Unless otherwise agreed, the forum for negotiation and conclusion of substantive agreements on wages and other conditions of employment between the parties to this agreement shall be the Transnet Bargaining Council.



SIGNED AT _____ on this _____ day _____ of _____ 2024.

for and on behalf of-

TRANSNET

WITNESS

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17. ADDENDUM A - Emergency work (Major Breakdown Work) (Applicable to Infra Maintenance and RNC)

17.1. The Basic Conditions of Employment Act (BCEA), Chapter 2 Section 6 subsection 2 states that “Sections 9, 10 (1), 14 (1), 15 (1), 17 (2), and 18 (1), do not apply to work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work”

17.2. The limitations imposed by the Basic Conditions of Employment Act in respect of night work, meal intervals, overtime and ordinary hours of work on working time, do not apply to work if the work;

17.2.1. Must be done without delay because of circumstances for which the employer could not reasonably have been expected to make provisions.

17.3. Emergency Work (Major Breakdown) is normally performed under the following circumstances:

17.3.1. A derailment, collision, wash-away, landslide or snow storm took place or a set of points has been run through and the railway line and/or substation, relay room, telecom high-site is obstructed and/or damaged and the train service is completely or seriously delayed / halted as a result thereof or similar occurrence through which the train service is forced to a standstill or is seriously disrupted.

17.4. Authority to Perform Emergency Work (Breakdown Work)

17.4.1. An Emergency must be declared by the Chief Engineer for purposes of this agreement.

17.4.2. This instruction applies to work performed within the borders of South Africa on lines operated by Transnet Freight Rail and PRASA / Private Institutions.

17.5. Emergency Work (Breakdown Work)

17.5.1. Emergency Work (Breakdown Work) will be applied according to clause 15.1, and based on the following principles:

17.5.1.1. Employees will work a maximum period of 16 hours (excluding travel time) and rest a minimum period of 8 hours at a home/away depot.

- 17.5.1.2. When an employee works in excess of twelve (12) continuous hours, such exceeding will be paid at double the hourly overtime rate.
- 17.5.2. Employees will receive a meal break of forty-five (45) minutes (paid). Such meal interval/break must be taken between the 5th and 7th hour after commencement of work.
- 17.5.3. Employees may be required or permitted to perform duties during a meal interval that cannot be left unattended, and which cannot be performed by another employee.
- 17.5.4. TFR will provide meals at the Emergency/Breakdown site for all employees. The total amount for meals per day should not exceed the current amount as specified in the Business Travel and Subsistence Allowance Policy (SARS Regulation).
- 17.6. Resuming Duty after Performing Emergency Work (Breakdown Work)**
- 17.6.1. When an employee returns from Emergency/Breakdown work on a weekday, or returns after midnight during the week, the employee will be entitled to that day's rest after arriving at home depot from their Emergency/Breakdown work, without loss of pay. Employees who are scheduled standby duties will resume standby after 16h30 or after a minimum of 8 hours rest.
- 17.7. Transport**
- 17.7.1. Transportation of employees from original depot to emergency/breakdown site and at emergency/breakdown depot will be the responsibility of Transnet Freight Rail unless otherwise agreed.
- 17.7.2. The transportation will be availed within the applicable radius reasonable for each geographical area as per operational requirements.

18. ADDENDUM B - BLUE TRAIN

18.1. PREAMBLE

- 18.1.1. The Blue Train, Transnet's flagship and premier passenger train, is synonymous with ultimate luxury rail travel. In addition to its five-star accommodation, fine dining as well as personalized butler service, it offers passengers a unique way of traversing Southern Africa's magnificent landscapes and landmarks on rail. For over 70 years, The Blue Train has enjoyed international reputation as one of the world's unsurpassed luxury rail experiences.
- 18.1.2. The Blue Train is a world-renowned train, a South African tourism attraction that is in competition with some of the best trains in the world.
- 18.1.3. In recognition of the importance of health and safety of employees, our customers and guest, the parties hereby agree to jointly investigate and make recommendations to the Transnet Bargaining Council regarding the Blue Train conditions of employment. This process will be finalised six months after signature of this agreement. The committee will be facilitated by TFR Employee Relations (ER). In the interim, the status quo will remain for any Variation Agreement clauses applicable to the Blue Train.