

**VARIATION AGREEMENT FOR  
TRANSNET PIPELINES  
1 April 2025 to 31 March 2028**

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## **TRANSNET BARGAINING COUNCIL**

### **VARIATION AGREEMENT FOR TRANSNET PIPELINES**

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 PIPELINES**  
(hereinafter referred to as "Transnet Pipelines")

and

### **SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION (SATAWU)**

and

### **UNITED NATIONAL TRANSPORT UNION (UNTU)**

**(hereinafter referred to as "the Unions")**

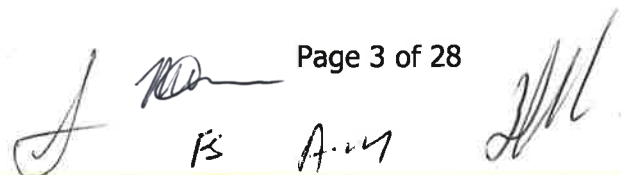
(hereinafter referred to as the "Employees" or the "trade unions"), on the other part, being parties to the Transnet Bargaining Council

### **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.

### **1. 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 Pipelines in the Republic of South Africa, irrespective of whether they are represented by a Trade Union or not. Employees in the Management grades (pay grades F to A) are excluded from this agreement.



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## 2. 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 in terms of Section 49 that will allow operational flexibility without compromising the health and safety of Employees.

## 3. VALIDITY

This Agreement shall come into operation with effect from 15<sup>th</sup> April 2025 and will remain in force until 31<sup>st</sup> March 2028.

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 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.

## 4. INTERPRETATIONS

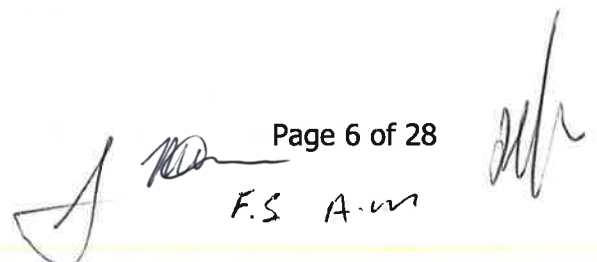
Any expressions used in this Agreement which are defined in the Labour Relations Act 66 of 1995 shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act, further. In this Agreement, unless the context otherwise indicates: the masculine includes the feminine and vice versa; and the singular includes the plural and vice versa.

<b>Accumulative Leave</b> means	a portion of an Employee's annual leave that may be taken, accumulated or encashed.
<b>Bargaining Council</b> means	The Transnet Bargaining Council registered in terms of the Labour Relations Act, 1995.
<b>Bargaining Unit Employees</b> means	All permanent and fixed term Employees employed by Transnet Pipelines on grade level G to grade level L.
<b>BCEA</b> means	The Basic Conditions of the Employment Act (Act 75 of 1997)
<b>Call out</b> means	Time worked by an employee as a result of an emergency, when on standby and called out for duty outside of their normal working hours.
<b>Consultation</b> means	A process whereby management engages labour representatives/shop stewards on issues that have an impact on bargaining unit employees with a view of reaching consensus on work related matters/issues and not in conflict with any collective agreement.

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<b>Day</b> 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.
<b>Emergency Work</b> 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.
<b>FST's</b> means	First Line Managers, Specialists and Technicians
<b>Life partner</b> means	A person who cohabits with the Employee and is registered with the Company as such.
<b>LRA</b> means	The Labour Relations Act (Act 66 of 1995).
<b>Night work</b> or Night Shift means	Work performed between 18:00 and 06:00.
<b>Non-Statutory Leave</b> means	A portion of an Employee's annual leave that may be taken or encashed at the end of the leave cycle.
<b>Operational Requirements</b> means	<p>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 Pipeline, <i>Operational Requirements</i>, include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Safety;</li> <li>• Changes in technology;</li> <li>• Depot strength (calculation but not absolute);</li> <li>• Customer requirements;</li> <li>• Rest day working</li> </ul>
<b>Ordinary hours of work</b> means	<p>An Employee may not be required or permitted to work more than:</p> <ul style="list-style-type: none"> <li>• Forty-two and a half (42.5) ordinary hours in any week;</li> <li>• Eight (8) hours thirty (30) minutes in any day if the Employee is scheduled to work for five days in a week.</li> </ul>
<b>Overtime</b> means	The time in excess of ordinary hours of work that an Employee works during a day or a week.
<b>Public holiday</b> means	Any day that is a public holiday in terms of the Public Holidays Act, 1994 (Act No. 36 of 1994).

<b>R Defect</b> means	Equipment or pipeline malfunctions which requires immediate prioritization resulting in operational disruptions and must be closed out within 24 hours.
<b>Reasonable proof</b> means	Inter alia a birth certificate; medical certificate including those that come from our Transnet clinics; certificate from a registered traditional healer; death certificate or an affidavit confirming the eventuality for which leave is requested.
<b>Recognition Agreement</b> means	A collective agreement signed between management and representative unions in Transnet that provides for management of relations between the parties.
<b>Remuneration</b> 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.
<b>Salary</b> means	The Employee's fixed basic annual income.
<b>Shift</b> 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. "Shift patterns" has a corresponding meaning, may be arranged as follows: <ul style="list-style-type: none"> <li>· equal "morning-", "afternoon-" and "night shifts"; (3 X 8 hours)</li> <li>· equal "day- and "night shifts" (2 X 12 hours)</li> <li>· "shifts of variable length" i.e. starting or ending any "hour/time" of the day or night, based on operational requirements"</li> </ul>
<b>Shift worker</b> means	an Employee working according to a roster on a 24 x 7 rotational basis, as follows; <ul style="list-style-type: none"> <li>• equal morning, afternoon and night shifts (3 x 8 hours);</li> <li>• equal day and night shifts (2 x 12 hours); or</li> <li>• shifts of variable length, i.e. starting or ending any hour/time of the day or night, based on <i>operational requirements</i>.</li> </ul>
<b>Standby</b> means	A requirement for an Employee to be available to possibly perform duty outside of their normal working hours.
<b>Statutory leave</b> means	The portion of the annual leave that has to be taken during the fifteen (15) month period that follows on the leave cycle (year) in which it was earned.



<b><i>Straight time rate</i></b> 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 (42.5). * (52 x 42.5) = 2210 Example: R 74 238 ÷ 2210 = R 33.59
<b><i>Transnet Pipelines</i></b> means	A Division of Transnet SOC Limited.
<b><i>Wage</i></b> 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.
<b><i>Week</i></b> 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.

## 5. FUNDING OF THE TRANSNET BARGAINING COUNCIL

The funding of the Transnet Bargaining Council takes place on an equal basis through Transnet (Transnet Pipelines) and the Employees of Transnet (Transnet Pipelines). 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 during the December pay month of every year.

## 6. REMUNERATION

### 6.1 Basis of Calculating Salary

6.1.1 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).

6.1.2 The pay month shall extend from the 1st day of any month to the last day of the month.

6.1.3 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 challenges. 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.

6.1.4 All subsistence allowance claims will be paid in line with SARS Subsistence approved rates.



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## **7. REGULATION OF WORKING TIME**

### **7.1 Hours of Duty**

7.1.1 Ordinary hours of work may not be more than forty-two and a half (42.5) hours per week. Maximum ordinary hours per day eight (8) hours and thirty (30) minutes. Any hours worked in excess of forty-two and a half (42.5) hours in a week (8.5 hours in a day) shall be paid as overtime, subject to prior approval from authorised person, except where such overtime forms part of twelve (12) hour shifts. Security employees who are required to work shifts are rostered 12 hour shifts which are calculated on a Monday to Saturday week an amount of (42.5) hours per week need to be worked before qualifying for overtime; whereas Sunday is not inclusive of that calculation of overtime.

7.1.2 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.

### **7.2 Underlying Principles on Rostering and Scheduling of Shifts**

7.2.1 Transnet Pipelines is a continuous twenty-four (24) hour seven (7) days per week operation.

7.2.2 In the event that an Employee is required to work on a rest day, it may only be by agreement and taking cognisance 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.

7.2.3 The staff establishment of each depot shall take cognisance of leave, sick leave, rest periods, training, etc.

7.2.4 Leave, Training and Shift Rosters as well as weekly rest periods to be planned well in advance.

7.2.5 Maximum hours of work per day:

7.2.5.1 An Employee shall be rostered according to activities, but for not more than twelve (12) hours per day, inclusive of meal breaks, from signing on and to signing off time.

7.2.6 Overtime shall not exceed the limit stipulated in this agreement.

7.2.7 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.

7.2.8 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.



7.2.9 Should for whatever reason the next weeks/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.

7.2.10 No Employee may be rostered for a second shift within a twenty-four (24) hour period/day.

7.2.11 The twenty-four (24) hour period/day referred to in clause 7.2.10 above, is calculated from the previous days sign on time.

### 7.3 Arrangement of Shifts

7.3.1 The following apply to the arrangement of shift work:

7.3.1.1 Overtime should be avoided, especially in occupations involving special hazards or heavy physical or mental strain.

7.3.1.2 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 format.

7.3.1.3 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.

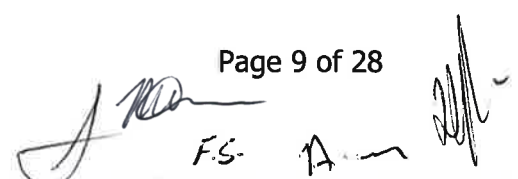
7.3.1.4 Arrangements must be considered to accommodate the special needs of workers such as pregnant and breastfeeding workers, workers with family responsibilities, older workers, disabled workers and workers with health problems.

7.3.1.5 Employees whose shifts are cancelled should, where it is reasonable and practicable to do so, be placed on suitable alternative duties taking cognisance of the original rostered shift length and reasonably related to the duties for which the Employee is employed.

7.3.1.6 Duly elected shop stewards who are required to perform shop steward duties, as amended from time to time, will be guaranteed their original rostered shift payment as per the roster published in terms of clause 7.3.1.2 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. *Overtime* that was rostered, irrespective of the fact that it is not worked is still payable.

### 7.4 Design of Shift Rosters

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



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- 7.4.1.1 The frequency of weekend work and work on public holidays should be limited as much as possible for each worker.
- 7.4.1.2 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.
- 7.4.1.3 It is preferable that shifts be rotated in a forward direction (morning to afternoon to night). Shift patterns should take cognisance of operational requirements and to be used as a guideline to roster Employees on morning, afternoon or night shifts whichever shift pattern applies.
- 7.4.1.4 Night shifts should not be 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.
- 7.4.1.5 Rest periods for shift workers should be scheduled to fall on weekends where it is practicable and possible.

## 7.5 Daily Rest Periods

- 7.5.1 An Employee must be allowed a daily rest period of at least twelve (12) consecutive hours between ending and recommencing of work.
- 7.5.2 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.
- 7.5.3 An Employee must not be disturbed during their daily rest period unless in case of an emergency.

## 7.6 Weekly Rest Periods

- 7.6.1 Employees working shift work shall be granted a weekly rest period of at least thirty-six (36) hours which shall include at least one (1) weekend every three (3) weeks.

## 7.7 Rostering Method

- 7.7.1 Rostering of Employees will be based on the principles contained in clauses 7.1 to 7.6.

## 7.8 Emergency Work

- 7.8.1 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 Transnet Pipelines Variation Agreement

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” Any catastrophic failure event that is unforeseen and unplanned that affects the operations of the pipeline that we do not have control over.

Some examples are, but not limited to,

- Manifold fire
- Pipeline rupture
- Distribution equipment failure

#### 7.8.2 Emergency Work (Breakdown Work) Does Not Include:

Emergency Work (Breakdown Work), read together with clause 7.8.1 does not include cases where:

- Defects attributed to normal wear and tear, fatigue or ageing is repaired unless such defect results in an R defect critical for Operational requirements.
- Does not cover routine planned maintenance.

#### 7.9 Standby

7.9.1 Standby rosters must be compiled on a week on week off basis according to operational requirements.

7.9.2 An Employee shall not be placed on standby duty for more than two (2) consecutive weeks except by agreement, which shall not exceed the period of four (4) consecutive weeks.

7.9.3 Standby allowance is payable to employees who have been requested by a higher authority to perform standby duty outside their normal hours of duty.

7.9.4 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 from time to time during wage negotiations.

7.9.5 The standby allowance falls away when standby duty is no longer necessary or required based on operational requirements.

7.9.6 Where standby duty is performed regularly, it should take place on a strict rotation basis in accordance with and should be kept to a minimum. The roster should be drafted a week in advance to ensure that personnel can arrange their private matters accordingly.

7.9.7 Standby is performed after completion of the daily tasks (official hours of duty shift) and over weekends.

7.9.8 Management will provide cell phones to employees on standby.

7.9.9 Employees placed on standby must be prepared to respond at all times during the shift for which they have been rostered.

7.9.10 Standby shift are set out as follows: (including Public Holidays)

MONDAY TO THURSDAY	16:00 TO 07:00
FRIDAY / SATURDAY	16:00 TO 07:00
SATURDAY / SUNDAY	07:00 TO 16:00 16:00 TO 07:00
SUNDAY / MONDAY	16:00 TO 07:00
PUBLIC HOLIDAY/MONDAY TO FRIDAY	07:00 TO 16:00

7.9.11 If an employee is called out while on standby duty, this does not affect the payment of the standby allowance.

7.9.12 Where an employee is scheduled to work overtime and/ or Sunday time on a weekend, standby allowance is reduced by one or two shifts, as the case may be.

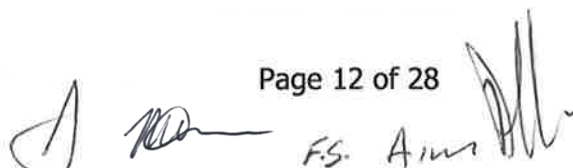
7.9.13 The employee shall ensure that they are within a reasonable distance from the depot to so as to respond immediately.

7.9.14 The employee may not consume any liquor or drugs during the periods for which they have been rostered for standby duty. An employee on standby is paid for periods they are rostered, therefore should not make themselves guilty of any misconduct that may affect their ability to respond or perform their respective duties adequately, the company reserves the right to discipline such person.

7.9.15 In the event of an employee being sick or taking medicated drugs that have a narcotic effect, such employee must inform the manager immediately of his/ her unavailability so that the next person on the roster can be informed to be on standby.

7.9.16 The intention is not to prevent employees on standby from leaving their homes, but their controlling officer must be fully cognisant of their movement and the employees should be available for duty immediately. Employees must provide the contact telephone numbers of where they could be contacted in the event of an emergency.

7.9.17 In instances where employees utilise pool vehicles, such vehicles must be used in accordance with Transnet Fleet Management Policy. Where employees use their private vehicle, they will be remunerated accordingly for travel, as per policy.



## 7.10 Call Outs

7.10.1 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:

7.10.1.1 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. An employee should be available for duty within a reasonable period of time approximately one (1) hour.

7.10.1.2 If an Employee is called out within three (3) hours before the beginning of their normal shift, calculated from the time they reported for duty, was booked or instructed to work, they must be paid continuous time up to the start of their normal shift.

7.10.1.3 If an Employee is called out within three hours after the end of their shift, calculated from the time the Employee arrives back at their depot, the Employee will receive a minimum payment of three (3) hours overtime. The current rule of two (2) / three (3) callouts should the Employee be called out again in the same day will be applicable.

7.10.1.4 An Employee may never be paid less than the actual time spent on duty.

7.10.1.5 If an Employee is called out, booked to work or instructed to work the actual shift worked must be indicated on the timesheet.

7.10.1.6 If, after reporting for duty, the Employee is not required to work, payment will be made for three (3) hours.

7.10.1.7 Payment will be made for three (3) hours for one period of duty of less than three (3) hours from the time the Employee reports for duty at their depot or workplace until the work is completed or until the Employee has returned to their depot.

7.10.1.8 Payment will be made for four (4) hours for two separate periods of duty on the same day or one (1) period of duty of more than three (3) hours but less than four (4) hours.

7.10.1.9 Payment will be made for six (6) hours for three (3) separate periods of duty on the same day or one (1) period of duty of more than four (4) hours but less than six (6) hours.

7.10.1.10 Payment will be made for six (6) hours for the first three (3) periods of duty on the same day plus actual time for each of the following periods of duty or, if one (1) period of duty is more than six (6) hours long, payment will be made for the actual time on duty.

7.10.1.11 When an Employee is called out after the completion of their normal shift and must work till after midnight, or if they are called out after midnight, and they request to rest after such call out, each case shall be considered on merit on the basis of local circumstances. If the circumstances warrant a

period of rest, the Employee concerned must be allowed reasonable time (maximum time of half a day) to rest within their normal shift without loss of salary. This concession is aimed exclusively at offering the Employee an opportunity to recover their strength. The time off granted to the Employee within their normal hours must be indicated in the timecard as "Rest without loss of salary".

7.10.2 These minimum time payments are subject to the following provision:

7.10.2.1 An Employee shall be paid from the time the employee receives the call to report for duty at their depot, workplace until the work is completed, or until the employee has returned to their depot, where time runs into their normal shift.

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

7.10.2.3 Where an Employee is called out, performs any work on a Sunday and is accredited with hours as prescribed in clause 7.9, such time will be paid out at the rate applicable for Sunday work.

7.10.2.4 Where an Employee is called out on a Sunday but does not perform actual work and is accredited with hours as prescribed in clause 7.9, the Employee will be paid at the rate applicable for Sunday work.

7.10.2.5 Where an Employee is called out on a Saturday, does not perform any work, and the hours accredited as prescribed in clause 7.9, irrespective of falling on a Saturday, will be paid at the applicable overtime rate.

7.10.2.6 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.

7.10.2.7 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 maximum of half day rest after arriving at home from their last call-out, without loss of pay.

7.10.3 The employee retains the right to decline the callout if he/she is not scheduled to be on Standby.

## 7.11 Overtime

7.11.1 Employees may be required to work such overtime per day or per week as rostered/required subject to a maximum of 80 hours per month for Employees employed in an operational, technical & security functions. 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 are excluded.

- 7.11.2 Overtime hours worked in terms of clause 7.11.1 of this agreement shall include overtime hours worked on a Sunday and on a rest day.
- 7.11.3 An Employee who works overtime will be paid one and a half times (1.5) the straight time rate for every hour of overtime worked.
- 7.11.4 Employees on income levels higher than the overtime/Sunday time ceiling shall be paid overtime at the prevailing overtime-ceiling/threshold rate.
- 7.11.5 The overtime ceiling/threshold rate may be adjusted by agreement during wage negotiations or ministerial determination from time to time.
- 7.11.6 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.
- 7.11.7 Overtime worked will be paid one month in arrears.
- 7.11.8 Time off in lieu of OT, will be calculated relative to the rates in this agreement, provided that such time off in lieu off O/T/ST/PPH will only be applied with the consent of the worker.

## 7.12 Personnel Travelling as Passengers

- 7.12.1 Employees travelling outside of 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, will be paid at overtime rates as per clause 7.11.3 and 7.11.4 provided the Employee signs on and off at a depot or at a designated sign on/off place.
- 7.12.2 Employees travelling outside ordinary working hours to attend training away from an employee's home depot will be paid at overtime rates, up to a maximum of twelve (12) hours, per day.

## 7.13 Sunday Time

- 7.13.1 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.
- 7.13.2 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 7.11.3 plus an additional premium of 0.75 per hour for such overtime worked.
- 7.13.3 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.

## 7.14 Meal Interval

7.14.1 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.

7.14.2 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. Shift workers are eligible for a paid lunch, non-shift workers are not paid for lunch.

## 7.15 Night Work/Shift

7.15.1 Due to Transnet Pipelines operations, any employee employed in operational grades could be required to perform night work/night shift on a regular basis.

7.15.2 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:

7.15.2.1 Such Employees shall be informed in writing on entry to the grade:

7.15.2.1.1 Health and Safety hazards associated with the work that the Employee is required to perform; and

7.15.2.1.2 The Employee's right to undergo a medical examination.

7.15.2.1.3 Employees/candidates will be subjected to a medical examination on appointment and thereafter at their request or at appropriate intervals as per operational requirements, but at least once every three years. Transnet Pipelines will refer an Employee to a registered Occupational Health Practitioner / Medical Practitioner and such a report shall be submitted to the Company.

7.15.2.2 Should an Employee suffer from a health condition associated with the performance of night work subject to supporting medical reports, and it is practicable to do so, reasonable efforts shall be made to transfer the Employee to suitable day work.

7.15.3 TPL does not pay for the transport, TPL management will ensure transport is available, 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.



7.15.4 An Employee performing night work shall receive Night Shift Allowance for every hour at R 14.00 (fourteen rands only) worked between 18:00 and 06:00, any adjustment would be in line with the Transnet Wage Settlement Agreement.

7.15.5 The R14 (fourteen rand only) will remain applicable up until the current Transnet night shift allowance exceed the R14 (fourteen rand only) as the result of any negotiations.

7.15.6 Employees needs and shall be rostered / scheduled at least seven days in advance.

7.15.7 Employees who get a called out, will be paid according to clause 7.10 callout rules, night shift will be paid for actual hours worked.

**7.16 Public Holiday**

7.16.1 Provided their duties permit, an Employee may be released from duty on a public holiday without loss of pay.

7.16.2 If a Public holiday falls on a day on which an Employee would ordinarily have worked and the Employee works on such public holiday:

7.16.2.1 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.

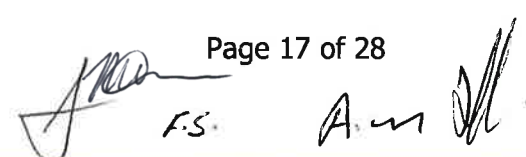
7.16.2.2 Hours in addition to or outside of the normal hours of the Employee’s shift they would ordinarily have worked on such day, will be paid for at the normal overtime rate.

7.16.3 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.

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

7.16.5 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

7.16.6 Public holidays during a period of sick leave will be regarded as a Paid Public Holiday and not reduce employee's Sick leave Quota.

7.16.7 Where a Public holiday falls within a period of annual leave, it will result in the Saturday being regarded as time worked in.

## 8. LEAVE

### 8.1 Annual Leave

8.1.1 Employees shall qualify for paid leave as follows:

Term of Service	Allocation per Annum
Less than six years	24 calendar days
Six years, but less than 16 years	28 calendar days
16 years and longer	36 calendar days

8.1.2 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.

8.1.3 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. Requests for occasional leave should be considered on merit and approval thereof should not unreasonably be withheld.

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

<b>Annual Leave Allocation</b>	<b>Statutory Leave</b>	<b>Non-Statutory Leave</b>	<b>Accumulative Leave</b>
24 calendar days	21	0	3
28 calendar days	21	0	7
36 calendar days	21	7	8
40 calendar days (PTH)	21	11	8

8.1.5 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 (April and May) following the leave cycle, with submission of evidence.

8.1.6 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. Salary Advance policy will be applied.

8.1.7 Accumulative Leave 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. Payment will be effected at the end of March annually.

8.1.8 Accumulative Leave should be encashed on written request of the Employee with submission to People Management for verification and processing. Transnet will assist the Employee to encash available Accumulated Leave days.

8.1.9 A period of leave shall be inclusive of the intervening rest days / Saturdays and Sundays but shall exclude public holidays.

8.1.10 Non-Statutory Leave and 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:

8.1.10.1 Taken within three (3) months (January, February and March) after completion of the next leave cycle; or

8.1.10.2 Partially accumulated (subject to the maximum in sub-clause 8.1.7) (Accumulative Leave); or

8.1.10.3 Encashed (Non-Statutory Leave).

8.1.11 Non-Statutory Leave shall be encashed at the end of the leave cycle. Such encashment is subject to a leave audit and will be affected annually at the end of April.

- 8.1.12 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.
- 8.1.13 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.
- 8.1.14 An Employee who fails to report after expiry of a period of authorised leave shall be deemed absent from duty without permission.
- 8.1.15 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 Pipelines shall take their Statutory Leave before retirement.
- 8.1.16 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.
- 8.1.17 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.
- 8.1.18 All leave to an Employee's credit on the day of their death shall be paid out in line with Transnet rules.
- 8.1.19 Paid leave shall not be granted to enable an Employee to transact business or to earn additional income from a source outside Transnet Pipelines.
- 8.1.20 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 during the cycle (once accrued) and over the next fifteen (15) months according to the annual leave roster.
- 8.1.21 All leave allocations accrued on a monthly basis.

## 8.2 Long Service Leave

8.2.1 In recognition of long service, employees will receive the following leave as a "once-off" which can either be taken, accumulated leave as part of the 60 days (mentioned in sub-clause 8.1.7) or be paid out in cash:

Years of Unbroken Service	Days
On completion of 30 years actual service	15 calendar days
On completion of 35 years actual service	5 calendar days

<b>Years of Unbroken Service</b>	<b>Days</b>
On completion of 40 years actual service	5 calendar days
On completion of 45 years actual service	5 calendar days

**8.3 Conditions for Encashment of Leave**

8.3.1 The value of Leave will be based on the value of the employees cost to company.

**8.4 Unpaid Leave**

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

**8.5 Study Leave**

8.5.1 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.

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

**8.6 Family Responsibility Leave**

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

8.6.2 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:

8.6.2.1 when the Employees’ child is born;

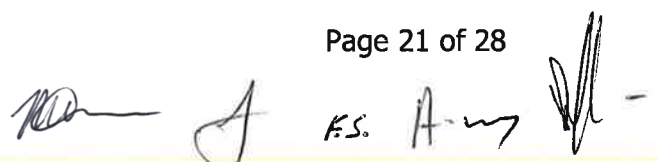
8.6.2.2 when the Employees’ spouse/life partner/child is sick; or

8.6.2.3 in the event of death of:

8.6.2.3.1 the Employees’ spouse or life partner; or

8.6.2.3.2 the Employee’s parent, adoptive parent, grand parent, child, adopted child, grandchild, brother or sister; or

8.6.2.3.3 the Employee’s father/mother in-law.



8.6.3 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.

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

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



F.S. A-m



## 9. LEAVE FOR SPORTING COMPETITIONS

- 9.1.1 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 Head of People (People Management) or their delegated authority for consideration on recommendation from the Line Manager.
- 9.1.2 In all cases, the Employee must provide official and written proof of the event for which they will be taking sporting leave.

## 10. MATERNITY LEAVE

- 10.1 A female Employee who has completed at least twelve (12) months uninterrupted service shall qualify for four (4) consecutive month's paid maternity leave.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 Maternity benefits are granted for a maximum of three confinements.
- 10.6 Maternity leave has to commence at least two (2) weeks prior to the expected date of confinement.
- 10.7 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.
- 10.8 This procedure 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.

- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 In the case of maternity leave through adoption, the maternity leave period will be limited to two months and to three occasions (adoptions).
- 10.13 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.
- 10.14 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.
- 10.15 In terms of Parental Leave and Commissioning Parental Leave, Employees must refer to the conditions as prescribed in the BCEA, as amended from time to time.
- 10.16 In terms of Parental Leave and Commissioning Parental Leave, Employees must refer to the conditions as prescribed in the BCEA.
- 10.16.1 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 finalisation 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.

10.16.2 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.

## **11. SICK LEAVE**

### **11.1 Absence Due to Illness/Sickness**

11.1.1 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.

11.1.2 During the first six (6) months of employment, Employees are entitled to one (1) day of paid sick leave for every twenty-six (26) days worked.

#### **11.1.3 Absence due to disability**

11.1.2.1 Employees who have a disability confirmed by the EAP process, will qualify for seven (7) days Disability Leave per three-year Sick Leave cycle.

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

11.1.4 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 Pipelines 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.

11.1.5 If an Employee has been absent from work due to illness for more than two (2) occasions in an eight (8) week period, the Employee shall only qualify for paid sick leave upon the submission of a valid medical certificate. The medical 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 which must also contain the start and end dates that the Employee has been booked off work for.

11.1.6 Such sick leave taken is deducted from the forty-five (45) days' sick leave allocation referred to in clause 11.1.1.

11.1.7 Notwithstanding clause 11.1.3, 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.

11.1.8 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 clause 11.1.9 below) of the Employee's absence and claimed to be sick as per clause 11.1.4, such sick note needs only to cover the period following the first two (2) days.

11.1.9 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.

11.1.10 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.

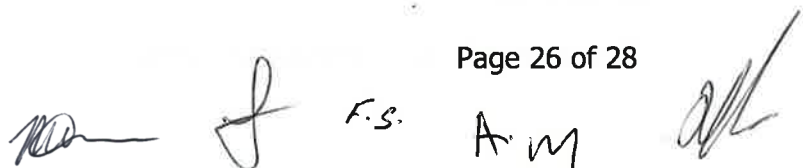
11.1.11 An Employee who is certified as unfit for duty shall not perform any work for or on behalf of another person outside Transnet Pipelines, whether the Employee is entitled to remuneration therefore, nor shall the Employee engage in any form of business or trade, whether on their own account or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

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

11.1.13 Sick leave may be refused if:

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

11.1.13.2 the Employee contravenes the stipulations of clause 11.1.4 above.



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## 12. GENERAL

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.

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.

All concessions made in terms of this agreement will automatically lapse at the termination of this agreement unless agreed otherwise.

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 that the employees are not worse off.

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:

Regular meetings (at least once per month) at a depot level comprising of the depot manager and one shop steward from each recognised trade union. Unresolved issues should be escalated to the Transnet Pipelines National Task Team.

Monitoring of compliance with the agreement, will form part of the Transnet Pipelines National Task Team quarterly meetings at the Transnet Bargaining Council. Additional meetings will be scheduled as necessary.

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

By signing this agreement, we are not taking away any legal right to pursue a legal process when a need arise.

## 13. DISPUTE PROCEDURES

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.

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.

**14. COLLECTIVE BARGAINING**

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 Transnet Bargaining Council on this 11 day of March 2025,

for and on behalf of

*[Signature]*

**TRANSNET**

*[Signature]*

**WITNESS**

*[Signature]*

**SATAWU**

*[Signature]*

**WITNESS**

*[Signature]*

**UNTU**

*[Signature]*

**WITNESS**