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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1488

24 December 1999

LABOUR RELATIONS ACT, 1995

TRANSNET BARGAINING COUNCIL: EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Transnet Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employees of Transnet, with effect from 3 January 2000 and for the period ending 31 December 2002.

M. M. S. MDLADLANA

Minister of Labour



No. R.1488

24 Desember 1999

WET OP ARBEIDSVERHOUDINGE, 1995

TRANSNET BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Transnet Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werknemers van Transnet, met ingang van 3 Januarie 2000 en vir die tydperk wat op 31 Desember 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

TRANSNET BARGAINING COUNCIL

in accordance with the provisions of the Labour Relations Act, 1995 (Act No. 66 of 1995), as amended by the Labour Relations Amendment Act (No. 42 of 1996)

and

the Labour Relations Amendment Act, No. 127 of 1998, made and entered into by and between

TRANSNET LIMITED

(hereinafter referred to as "Transnet")

and

S.A. Footplate Staff Association

Salstaff

South African Airways Flight Engineers Association

South African Transport and Allied Workers Union

and the

Technical Workers Union

(hereinafter referred to as the "Trade Unions")

INDEX

	<i>Page</i>
A. AREA AND SCOPE OF AGREEMENT	5
B. PERIOD OF VALIDITY	6
C. INTERPRETATIONS	9
D. FUNDING OF TRANSNET BARGAINING COUNCIL.....	10
E. EMPLOYMENT AND SERVICE STATUS.....	10
1. APPOINTMENTS	10
2. RESERVATION REGARDING EMPLOYMENT OF AN EMPLOYEE'S CHILDREN OR RELATIVES	10
3. CATEGORIES OF EMPLOYEES	10
4. APPOINTMENT TO PERMANENT EMPLOYMENT	11
F. TERMINATION OF SERVICE CONTRACTS	11
5. TERMINATION OF EMPLOYMENT.....	11
6. PERIOD OF NOTICE OF TERMINATION OF EMPLOYMENT	11
7. RETIREMENT ON GROUNDS OF INEFFICIENCY.....	12
8. RETIREMENT ON GROUNDS OF A REDUCTION IN OR REORGANISATION OF PERSONNEL ...	12
9. RESIGNATION.....	12
10. CERTIFICATES OF SERVICE AND MEMORANDUM CERTIFICATES OF SERVICE	12
11. RETIREMENT ON GROUNDS OF SEVERE BODILY INJURY, ILL-HEALTH OR PHYSICAL	12
DISABILITY	12
12. UNSUCCESSFUL APPLICATION TO BE RETIRED ON THE GROUNDS OF SEVERE BODILY	12
INJURY, PERMANENT ILL-HEALTH OR PHYSICAL DISABILITY	12
13. RETIREMENT BY MUTUAL AGREEMENT.....	12
14. RETIREMENT (LENGTH OF SERVICE)	13
15. RETIREMENT ON ATTAINING AGE LIMIT	13
16. GRATUITIES TO EMPLOYEES RETIRED THROUGH INCAPACITATION	14
17. GRATUITIES TO EMPLOYEES RETIRED OWING TO INCAPACITATION AS A RESULT OF ACTIVE	14
MILITARY SERVICE	14
G. REMUNERATION	14
18. SALARY INCREMENTS AND REMUNERATION (GENERAL)	14
19. GRADING AND SALARY SCALES.....	15
20. APPLICATION OF AMENDMENT TO SALARY SCALE.....	15
21. BASIS OF REMUNERATION.....	15
22. SALARY DEDUCTIONS AND CONDITIONS UNDER WHICH POWER OF ATTORNEY MAY BE	15
GRANTED FOR THE PAYMENT OF A SALARY	15
23. REDUCTION OF SALARY OF EMPLOYEES IN PERMANENT EMPLOYMENT.....	16
24. ACTING IN HIGHER GRADE	16
25. ALLOWANCES AND BONUSES	16
26. PAYMENT WHILST TRAVELLING ON DUTY	17
27. SPECIAL PAY FOR BREAKDOWN WORK	17
H. EXPENSES	17
28. GENERAL PROVISIONS.....	17
29. SCALE OF EXPENSES (ALL EMPLOYEES, EXCLUDING THOSE WHO ARE PAID BOOKING-OFF	18
EXPENSES).....	18
30. HARBOUR FLOATING PERSONNEL	18
31. BREAKDOWN WORK.....	18
32. ATTENDANCE AT COURT, OFFICIAL INQUIRIES, TESTS AND EXAMINATIONS	18
33. BOOKING-OFF EXPENSES (TRAINMEN WORKING TRAINS).....	19
34. ROAD TRANSPORT PERSONNEL.....	19
35. PERSONNEL WORKING ON TRAINS AWAY FROM THEIR HEADQUARTERS (TRAINMEN	19
EXCLUDED).....	19
36. TRANSFER EXPENSES.....	19
37. SPECIAL CASES	20

I. HOURS OF DUTY AND COMPUTATION OF TIME.....	21
38. HOURS OF DUTY (GENERAL).....	21
39. HOURS OF DUTY (LOCOMOTIVE PERSONNEL).....	22
40. TIMEKEEPING CONDITIONS (SPECIFIC GRADES).....	22
41. COMPUTATION OF TIME (TRAINMEN).....	22
42. GENERAL CONDITIONS (TRAINMEN).....	22
43. BOOKING ON AND OFF ALLOWANCES (TRAINMEN).....	23
44. MINIMUM TIME ALLOWANCES (TRAINMEN) (LOCOMOTIVE PERSONNEL EXCLUDED).....	23
45. BONUS TIME ALLOWANCE FOR PUNCTUAL RUNNING (TRAINMEN) (LOCOMOTIVE PERSONNEL EXCLUDED).....	24
46. CABOOSE WORKING (TRAINMEN).....	24
47. CALLING OUT FOR DUTY (TRAINMEN).....	25
48. TRAINMEN TRAVELLING AS PASSENGERS.....	25
49. REST (TRAINMEN) (LOCOMOTIVE PERSONNEL EXCLUDED).....	25
50. RELIEF (GUARDS).....	26
51. GUARANTEED PAYMENTS (TRAINMEN).....	26
52. EMPLOYEES TRAVELLING WITH CRANES.....	26
53. BASIS OF PAYMENT (SHIFT WORKERS).....	26
J. OVERTIME AND SUNDAY TIME.....	26
54. GENERAL.....	26
55. TRAINMEN.....	28
56. PATROLLING OF RAILWAY TRACK MAINTENANCE LENGTHS ON SUNDAYS AND PUBLIC HOLIDAYS.....	28
57. EMPLOYEES WORKING OR STANDING BY HARBOUR CRAFT OUTSIDE ORDINARY HOURS OF DUTY.....	28
K. PUBLIC HOLIDAYS.....	29
58. GENERAL.....	29
L. LEAVE.....	29
59. GENERAL.....	29
60. BASIS ON WHICH LEAVE ACCRUES TO AN EMPLOYEE.....	29
61. COMPULSORY TAKING OF LEAVE.....	30
62. ACCUMULATION OF LEAVE.....	30
63. BASIS FOR GRANTING LEAVE.....	30
64. SICKNESS DURING LEAVE.....	30
65. OVER GRANTING OF LEAVE.....	30
66. RESUMPTION OF DUTY BEFORE EXPIRY OF LEAVE.....	30
67. FAILURE TO REPORT FOR DUTY AFTER LEAVE HAS EXPIRED.....	30
68. PAYMENT IN LIEU OF LEAVE AT RETIREMENT.....	31
69. LEAVE NOT TO BE GRANTED TO ENABLE AN EMPLOYEE TO EARN MONEY FROM A SOURCE OUTSIDE TRANSNET.....	31
70. SPECIAL LEAVE.....	31
71. CLIMATIC LEAVE.....	31
72. LEAVE: FIRST-AID AND SPORTING COMPETITIONS.....	31
73. SPECIAL LEAVE: DEFENCE DUTIES.....	31
74. UNPAID LEAVE.....	31
75. ADVANCE.....	32
M. SICK LEAVE.....	32
76. GENERAL.....	32

N. MATERNITY LEAVE	33
77. MATERNITY LEAVE.....	33
O. WORKMEN'S COMPENSATION	34
78. INJURY ON DUTY OR OCCUPATIONAL DISEASE	34
79. PAYMENT DURING INCAPACITATION.....	34
P. GENERAL CONDITIONS	34
80. MERITORIOUS CONDUCT	34
81. RECOGNITION (GRANTS AND ALLOWANCES)	34
82. ATTENDANCE OF OFFICIAL INQUIRIES, TESTS AND EXAMINATIONS	34
83. ATTENDANCE AT OFFICIAL CONFERENCES AND AT OFFICIAL BOARD AND COMMITTEE MEETINGS.....	35
84. ATTENDANCE AT COURTS OF LAW	35
85. INSURANCE COVER	35
86. APPRENTICESHIP CONDITIONS (THEORETICAL TRAINING).....	35
87. SUPPLY OF FOOD (TRAINMEN).....	36
88. CERTAIN PERIODS OF EMPLOYMENT TO BE DEEMED CONTINUOUS.....	36
89. PERSONNEL ATTACHED TO THE SISHEN-SALDANHA BAY PROJECT.....	36
Q. PROMOTION	36
90. GENERAL	36
91. MANNER IN WHICH APPEALS RELATING TO PROMOTION SHALL BE SUBMITTED	37
92. VOLUNTARY REVERSION IN STATUS	37
R. CODE OF CONDUCT	37
93. RESPONSIBILITY OF EMPLOYEES.....	37
94. SMOKING	38
95. INTEMPERANCE.....	38
96. GAMBLING	38
97. UNOFFICIAL ACTIVITIES.....	38
98. ACCEPTANCE OF GIFTS, ETC.....	39
99. OCCUPATION OF OFFICIAL QUARTERS.....	39
100. SAFEGUARDING OF PROPERTY.....	39
101. POLITICAL AND PUBLIC AFFAIRS.....	39
102. MEETINGS ON THE PREMISES OF TRANSNET.....	39
103. PUBLICATION OF NOTICES.....	40
104. UNIFORMS AND OTHER EQUIPMENT.....	40
105. PROCEDURE TO BE FOLLOWED WHEN MAKING REPRESENTATIONS.....	40
106. COMPLAINT OR REPORT AGAINST ANOTHER EMPLOYEE.....	40
107. ENGLISH VERSION TO APPLY	40

A. AREA AND SCOPE OF THIS AGREEMENT

(1) This Agreement shall be applicable to—

- (a) all employees of Transnet Limited in the Republic of South Africa as it existed immediately prior to the date of coming into operation of the constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), who have been appointed permanently or temporarily, irrespective of whether they are represented by a trade union or not, except—
 - (i) employees in the Management- and middle Management corps except where mentioned otherwise;
- (b) employees in a casual capacity, except where—
 - (i) mentioned otherwise in this agreement; or
 - (ii) the provision of any agreement entered into with a casual employee contain service conditions which differ from the provision of this agreement.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to non-party employees in respect of clauses B (1), B (3), B (4) (4) (r) (vii) d, G 18 (1), 18 (2) and M76 (14) and (15).

B. PERIOD OF VALIDITY

(1) This agreement shall come into operation for the parties on the date determined by the Council and for the non-parties on such date as the Minister of Labour extends the agreement to non parties and for the period ending 31 December 2002.

(2) 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 of the Transnet Bargaining Council. See clause B (4) (4) of this Agreement and clause 19 of the Constitution of the Transnet Bargaining Council.

(3) With reference to clause 32 (e), (f) and (g) of the Labour Relations Act, 1995 (Act No. 66 of 1995), as amended by Act No. 42 of 1996, an independent body will be appointed to deal with any appeals regarding this collective agreement in respect of non-parties.

(4) DISPUTE PROCEDURE

- (1) If a dispute arises between the parties, one of the following categories of procedure, depending upon the nature of the dispute, shall be followed:
 - (a) Concerning a disciplinary dismissal of a member of a trade union party, the dispute procedure provided for in section 13 (3) shall apply;
 - (b) concerning the negotiation for the amendment of an existing agreement or the conclusion of a new agreement, the procedure provided for in clause 14 of the Constitution shall apply;
 - (c) concerning the interpretation or application of the Constitution, the procedures provided for in clause 18 and 19 thereof shall apply;
 - (d) concerning the matters referred in clause 19 (1) (b) to (f), of the Constitution of the Council the procedures provided for in clause 19 thereof shall apply;
 - (e) concerning any dispute, other than the disputes contemplated in this sub-clause, that must be referred to a bargaining council for conciliation and arbitration in terms of the Act, the procedure provided for in clause 13 (4) of the Constitution shall apply.
- (2) For the purposes of the procedures contemplated in subclauses (3) and (4), a party to a dispute includes—
 - (a) a party to the council;
 - (b) members of a trade union party or employer party.
- (3) The following procedure shall be followed in the case of a dispute concerning a dismissal for disciplinary purposes:
 - (a) The trade union or member, shall within 21 calendar days as from date of the relevant dismissal of the member, declare a dispute by written notification to the secretary and the employer concerned. Requests for condonation for late declarations of disputes must be referred by the secretary to an arbitrator on the panel of arbitrators specifically appointed by the council to determine requests for extensions.
 - (b) The secretary shall, after consultation with the parties, forthwith appoint an arbitrator who is available from the panel of arbitrators agreed to by the council.
 - (c) The arbitrator shall commence with the arbitration within 21 days as from the date upon which the secretary has been notified of the dispute.
 - (d) The arbitrator shall determine the procedure to be followed at the arbitration, including the manner in which evidence shall be led, and regulate any other matter incidental thereto in a manner he believes fair, reasonable and expedient in the circumstances.
 - (e) The arbitrator shall have the power to determine the fairness of the dismissal and make such an award as he considers appropriate in determining the dispute, including but not limited to reinstatement with compensation, with or without retrospective effect.
 - (f) The arbitrator shall constitute a fresh hearing and, subject to 13 (3) (g) of the Constitution, any procedural defect in the proceedings of a disciplinary hearing may be corrected.
 - (g) The costs of the arbitration shall be borne equally by the parties to the dispute, except in the case of the correction of a procedural defect in the initial disciplinary hearing necessitating the employees to seek relief by way of the arbitration.
 - (h) An employee who is a member of a trade union as well as such trade union—
 - (i) shall not be entitled to an internal appeal against his dismissal;
 - (ii) shall waive any right they may have to such an appeal;
 - (iii) shall be restricted regarding his or its remedies and actions to the arbitration provided for in this sub-clause; and
 - (iv) shall be bound by the award of the arbitrator.

- (4) (a) Any party to a dispute may refer the dispute in writing to the council.
- (b) The party who refers the dispute must satisfy the secretary that—
- (i) a copy of the dispute has been served on all the other parties to the dispute; and
 - (ii) the dispute has been referred to the council within any time limit prescribed in terms of the Constitution or the Act.
- (c) If satisfied that the referral is in compliance with subclause (b) of this procedure, the secretary must appoint a conciliator in terms of clause (d) of this procedure,
- (d) If the parties to the dispute—
- (i) have agreed on a conciliator, the secretary must appoint that conciliator;
 - (ii) have not agreed on a conciliator, the secretary must appoint a conciliator from the panel of conciliators appointed by the accredited council or from the accredited agency appointed by the council.
- (e) The secretary may not appoint a conciliator if that conciliator has been nominated by one of the parties to the dispute and not accepted by any of the other parties to the dispute.
- (f) The conciliator must attempt to resolve the dispute by conciliation.
- (g) If the dispute remains unresolved after 30 days after the referral of the dispute to the council, any party to the dispute—
- (i) may refer the dispute in writing to the council to be resolved by arbitration if—
 - (a) the parties to the dispute have agreed to refer the dispute to voluntary arbitration; or
 - (b) the dispute must be referred to arbitration under the Act;
 - (ii) may refer the dispute to the Labour Court if the dispute is a dispute in respect of which the Labour Court has jurisdiction; or
 - (iii) may engage in a strike or a lock-out subject to the provisions of clause 14 of this constitution and the Act.
- (h) If the parties to the dispute—
- (i) have agreed on an arbitrator, the secretary must appoint that arbitrator;
 - (ii) have not agreed on an arbitrator, the secretary must appoint an arbitrator from the panel of arbitrators appointed by the council or the panel of arbitrators of the agency appointed by the council.
- (i) Nothing in this procedure prevents the parties to the dispute agreeing that the conciliator be appointed as the arbitrator.
- (j) The secretary may not appoint an arbitrator from the council's panel or arbitrators if the arbitrator has been nominated by one of the parties to the dispute and not accepted by any of the other parties.
- (k) The arbitrator must commence the arbitration within 21 days from the date of referral to arbitration.
- (l) The arbitrator may conduct the arbitration in a manner that the arbitrator considers appropriate in order to deal with the dispute fairly and quickly, but must deal with the substantial merits of the dispute with minimum of legal formalities.
- (m) Subject to the arbitrator's discretion as to the appropriate form of proceedings, a party to the dispute may give evidence, call witnesses, question witnesses of any other party and address concluding arguments to the arbitrator.
- (n) The arbitrator must determine the dispute on terms that are fair and, if the dispute is a dispute that must be referred to arbitration in terms of the Act, the arbitrator may grant only the relief permitted by the relevant provisions of the Act.
- (o) If the parties to the dispute agree, the arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation.
- (p) The cost of the arbitrator will be borne equally by the parties to the dispute.
- (q) In any proceedings held in terms of this procedure a party to the dispute may appear in person or be represented by—
- (i) an employee of the employer; or
 - (ii) a member, office bearer or official of that party's trade union or employers' organisation; or

- (iii) a legal practitioner if all the parties to the dispute agree or the arbitrator considers it appropriate after considering—
 - (a) the nature of the questions of law raised by the dispute;
 - (b) the complexity of the dispute;
 - (c) the public interest; and
 - (d) the comparative ability of the opposing parties or their representatives to deal with the arbitration of the dispute.
- (r) (i) If the dispute is referred to the council outside the time limits referred to in subclause (b) (ii) the period may be extended if the parties agree to do so.
- (ii) If the parties do not agree, the party referring the dispute may refer a request for extension in writing to the council. The request may be made at the same time as the dispute is referred to the council in terms of subclause (b) (i).
- (iii) The request must set out the reasons for the late referral.
- (iv) The party making the request must satisfy the secretary that the request has been served on the other parties to the dispute.
- (v) The other parties to the dispute may respond to the request in writing within seven days of the request.
- (vi) The secretary must refer the request and any responses received in terms of subparagraph (e) to the panel of arbitrators specifically appointed by the council to determine requests for extension.
- (vii) The arbitrator must determine the request for extension—
 - (a) on the papers unless the arbitrator considers that it is necessary to hear the parties to the dispute in order to determine the request; and
 - (b) within seven day of receipt of the request.
 - (c) The provisions of clauses 14 to 17 and 19 of the Constitution apply to an arbitration conducted in terms of this clause.
 - (d) The costs of the arbitrator will be borne equally by the parties to the Agreement.
- (s) The provisions of this dispute procedure may be adapted by agreement of the parties to the dispute.

(5) EXEMPTIONS

- (1) All applications for exemption shall be in writing and shall be addressed to the Secretary of the Council for consideration at a meeting of the Council which shall either wholly or partially grant or reject the application.
- (2) All applications for exemption shall be substantiated, and such substantiation shall include the following details:
 - (a) The period for the exemption is required;
 - (b) the Agreement and clauses or sub-clauses of the Agreement from which exemption is required;
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, are to be included with the application.
- (3) Should an applicant wish to appeal against a decision by the Council in terms of this clause, they may refer it to the Independent Exemptions Board that is hereby established in terms of section 32 of the Act.
- (4) The Independent Body shall consider and decide on all written appeals and, when requested by the appellants or objectors to do so, may interview appellants or any objectors at its meeting: Provided that the Independent Body may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the appeal.
- (5) Once the Independent Body has decided to grant an exemption, it shall advise the Secretary to issue a certificate/licence and advise the appellants within 14 days of the date of its decision.
- (6) When the Independent Body decides against granting an exemption or part of an exemption requested, it shall advise the appellants within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.
- (7) **Exemption criteria:** The Independent Body shall consider all appeals against exemption decisions of the Council with reference to the following criteria:
 - (a) The written and verbal substantiation provided by the appellant;
 - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
 - (c) the terms of the exemption;

- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the viewing of the exemption from any employees benefit fund or training provision in relation to the alternative comparable bona fide benefit or provisions, including the cost to the employee, transferability, administration management and costs, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Transport industry;
- (h) any existing special economic or other circumstances which warrant the granting of the exemption;
- (i) reporting requirements by the appellant and monitoring and re-evaluation process; and
- (j) cognisance of the recommendation contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

C. INTERPRETATIONS

(1) In this agreement, unless the context otherwise indicates—

“time of arrival” means—

- (i) scheduled time, or
- (ii) if running late, actual time, or
- (iii) time of completion of any shunting duties performed after arrival;

“alcoholic liquor” bears the meaning assigned to “liquor” and “sorghum beer” in the Liquor Act, 1989 (Act. No. 27 of 1989);

“dependence-production substances” bears the meaning assigned hereto the Abuse of Dependence-producing Substances and Rehabilitation Centres Act, 1971 (Act. No. 41 of 1989);

“starting point” means, with reference to—

- (i) a straight trip— the point from which a train departs at the start of a trip;
- (ii) a round trip— the out station where the return trip commences;
- (iii) crossing point working— the point where the train is taken over;
- (iv) link working— the point where the train is taken over en route;

“available” means that a trainman is available for duty when his services are not required for 24 hours between midnight and midnight on a weekday (Sunday excluded);

“contributions” means the amount paid in by a member to the Transnet Pension Fund, but does not include interest;

“crossing point working” means the working of a train to a point where two trains cross and where the trainmen change or a trainman changes train and works the train taken over back to the home depot;

“customary meal time” means, for the purpose of clause 29 to 37, the period between 07:00 and 09:00, 12:00 and 14:00 and 18:00 and 20:00;

“emoluments” means any payment for services rendered by an employee, in cash or in kind or both;

“graded position” means a position which necessitates an employee undertaking independent responsibility and possessing or acquiring training or skill not normally required for the performance of ordinary labouring work;

“headquarters” means the office, station, depot, workshop, harbour area, workshop complex, shunting yard or other place of employment that is regarded as an employee's permanent place of work;

“home station” means the nearest station or halt to an employee's permanent residence;

“link working” means work that comprises a series of trips within one specific tour of duty and which does not fall within the definition of a “straight” or “round” trip;

“locomotive personnel” means train drivers, pupil train drivers, senior train driver's assistants, train driver's assistant and coalmen;

“night shift” means a shift which commences and ends between 18:00 and 06:00;

“ordinary time” means time which is worked on weekdays;

“round trip” means a trip worked from one station to another and back without any intermediate book-off;

“salary” means the normal remuneration of an employee, exclusive of a bonus or an allowance;

“schedule time” means the period allowed in the Working Time Book or in a Special Train Notice (ballast and material trains excluded);

“straight time” means time that may under no circumstances be supplemented;

“straight trip” means a single trip between two points in respect of which the trainmen are booked on and off;

“Sunday time” means time worked between midnight Saturday and midnight on Sunday;

"trainmen" means locomotive personnel, a conductor and a guard;

"Transnet Pension Fund" means the pension fund as contemplated in section 2 of the Transnet Pension Fund Act, 1990 (Act No. 62 of 1990)—

- (i) in a case of a passenger train, calculated from the time such train is scheduled to depart from the starting point, which shall be understood to mean the station at which passengers first entrain, until such time such train is scheduled to arrive at the station from which the trainmen are required to work a return train or at which station the train finally terminates for the purpose of detraining all passengers;
- (ii) in the case of goods train, calculated from the time such train is scheduled to depart from the starting point, which shall be understood to mean the station or marshalling yard at which the load is attached prior to the trip, until the time such train is scheduled to arrive at the station or marshalling yard at which the load is detached or from which the trainmen are required to work a return trip; or
- (iii) in the case of a mixed train, calculated from the time such train is scheduled to depart from the starting point until the time such train is scheduled to arrive at the station or marshalling yard from which the trainmen are required to work a return train or at which station or marshalling yard the train finally terminates for the purpose of detraining passengers or detaching the load;

"time of departure" means—

- (i) scheduled time; or
- (ii) if the schedule is altered, actual time; or
- (iii) the time of commencement of any shunting duties performed prior to departure, whichever of the aforementioned may be applicable;

"weekday" means from midnight on a Sunday until midnight on a Saturday, excluding Sunday.

(2) In this Agreement, unless the context otherwise indicates—

- (a) the masculine includes the feminine and vice versa; and
- (b) the singular includes the plural and vice versa.

D. FUNDING OF THE TRANSNET BARGAINING COUNCIL

The funding of the Transnet Bargaining Council takes place on an equal basis through Transnet and the employees of Transnet. 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 their payvouchers. The amount should not in respect of the Employer exceed R18,30 per Employee in his employ and R18,30 per Employee per annum.

E. EMPLOYMENT AND SERVICE STATUS

APPOINTMENTS

1. (1) Subject to the provision of the succeeding paragraphs of this clause, a person may be employed in temporary service, provided he—

- (a) is over the legal minimum age and complies with the inherent requirements of that specific post;
- (b) is of temperate habits;
- (c) has at no time been found guilty of a criminal offence which could impact negatively and be regarded as not feasible or that it be contrary to the inherent requirements of a specific position; and
- (d) complies with the requirements of the post.

(2) (a) An employee shall produce, prior to or concurrent with his appointment, his highest educational certificated, his birth certificate and, if married, his marriage certificate or, in the latter two cases, satisfactory evidence of this date of birth or marriage.

(b) Should an employee fail to comply with the provisions of subparagraph (a), he may be allowed a specified period from the date of appointment within which to produce the outstanding documents. Failure to do so within the specified period may result in termination of employment.

(3) The provisions of subclause (2) (a) and (b) shall not apply in respect of the appointment of any person in a casual capacity.

RESERVATION REGARDING EMPLOYMENT OF AN EMPLOYEE'S CHILDREN OR RELATIVES

2. A child or spouse of an employee shall not be employed to work directly under the latter's control after he attains the age of 21 years without special approval.

CATEGORIES OF EMPLOYEES

3. (1) All employees, except the following, shall be in temporary employment:

- (a) Employees appointed to permanent employment in terms of clause 4;
- (b) employees employed in a casual capacity;

- (c) employee employed in an intermittent casual capacity; and
- (d) employees employed on a contract basis subject to the following:
 - (i) employment has been agreed for a specific period or task under specified conditions and a contract has been entered into for this purpose;
 - (ii) if the service contract entered into states that employment is on a contractual basis, such service contract cease to exist at the termination of the period concerned or when the work is completed, whichever may be applicable;
 - (iii) if at the time of employment, he/she has been placed in the category "employee in the casual capacity" by Transnet and so informed; and
 - (iv) in an intermittent casual capacity if, at the time of employment, he has been placed in the category "intermittent casual capacity" by Transnet and so informed.

APPOINTMENT TO PERMANENT EMPLOYMENT

- 4. (1) A certificate of permanent employment will only be issued to an employee in temporary service who has had at least six months' continuous employment.
- (2) No certificate of permanent employment shall be issued to an employee unless he—
 - (a) produces evidence of age;
 - (b) has passed a medical examination of fitness;
 - (c) possesses such inherent skills/ competencies as are required;
 - (d) is an efficient employee of good character, and has conducted himself in such a manner as to justify his permanent appointment; and
 - (e) occupies a post in his own grade on the authorized staff establishment.
- (3) If the issuing of a certificate of permanent employment is being withheld, such an employee must be advised in writing of the reason therefor.

F. TERMINATION OF SERVICE CONTRACTS

TERMINATION OF EMPLOYMENT

- 5. (1) The services of an employer in permanent employment shall not be terminated before the normal retiring age, except for a reason mentioned in this agreement.
- (2) The services of any other employee to whom the provisions of this agreement are applicable, may be terminated in accordance with the reason set out in paragraph (1), as well as by notice duly given.
- (3) Termination of service on the grounds of impossibility of performance or Supervening impossibility of performance—
 - (a) subject to the provisions of paragraph (b) of the services of an employer in permanent employment may be terminated prior to superannuation on the grounds of temporary impossibility of performance and supervening impossibility of performance if it is reasonable and fair under the circumstances having due regard to the applicable common law principles.
 - (b) The services of an employee in permanent employment may be terminated before superannuation if the employee, in terms of an order of a court of law, has been committed to serve a term of imprisonment of at least 30 days consecutively.

PERIOD OF NOTICE OF TERMINATION OF EMPLOYMENT

6. (1) On the termination of his employment on grounds other than a disciplinary infringement, a temporary employee shall be entitled to notice or to pay in lieu thereof as follows:

PERIOD OF EMPLOYMENT	PERIOD OF NOTICE
	(Calculated as from the day following the date of notice)
Not exceeding one month	One day.
Over one month and not exceeding six months	Fourteen days.
Over six months	Thirty days.

- (2) On the termination of this employment on grounds other than a disciplinary infringement, an employee in permanent employment shall be entitled to a month's notice or to pay in lieu thereof.
- (3) Any portion of the period of notice as provided in paragraphs (1) and (2) may be waived.
- (4) An employee in permanent or temporary employment may not resign without permission unless he has given a like period of notice of his intention to do so.

RETIREMENT ON GROUNDS OF INEFFICIENCY

7. (1) The services of an employee in permanent employment may be dispensed with prior to the normal retirement age if he is found to be inefficient.

(2) If an employee in permanent employment is reported to be inefficient to such a degree that consideration of his retirement on such ground is considered justified, he shall be informed accordingly in writing, within 30 days after receipt of such notification, any comments he may wish to make for the information of the committee referred to in paragraph (7).

(3) On receipt of the reply of the employee concerned, or should the employee fail to reply, upon the expiry of the period of thirty days referred to in paragraph (2), the matter may be referred to the committee mentioned in paragraph (7).

(4) Upon such referral, the committee mentioned in paragraph (7) shall consider the matter and shall take into account the information laid before it together with any other information provided at its request. The committee shall thereupon make any recommendations that it may see fit as to the disposal of the matter, including a recommendation that the employee concerned be retired on the ground of inefficiency.

(5) An employee who is retired on the grounds of inefficiency shall be paid pension benefits in accordance with the Transnet Pension Fund Act, 1990.

(6) If the retirement of an employee is being considered in accordance with the provisions of clause 12 he shall be entitled to the usual resignation benefits.

(7) The committee referred to in the preceding paragraphs of this clause shall consist of a chairman and two members nominated by Transnet and, if applicable, a further one member nominated by a trade union concerned.

RETIREMENT ON GROUNDS OF A REDUCTION IN OR REORGANISATION OF PERSONNEL

8. The services of an employee in permanent employment may be dispensed with prior to the normal retirement age in consequence of a reduction in or reorganisation of personnel.

RESIGNATION

9. (1) An employee whose formally tendered notice of resignation has been accepted shall not withdraw his resignation unless, before the expiry of the period of his notice, he requests permission to withdraw his resignation and is authorised to do so.

CERTIFICATES OF SERVICE AND MEMORANDUM CERTIFICATES OF SERVICE

10. (1) A certificate of service shall be issued to an employee in permanent employment upon termination of service except in a case where the reason for termination of service is that the employee has absconded or that disciplinary action has been taken against him.

(2) A memorandum certificate of service shall, on request, be issued to an employee who has not yet been permanently employed as well as to an employee whose termination of service is the result of his having absconded or of disciplinary action having been taken against him.

RETIREMENT ON GROUNDS OF SEVERE BODILY INJURY, ILL-HEALTH OR PHYSICAL DISABILITY

11. the services of an employee may be dispensed with prior to the normal retirement age if he is found—

- (a) to be incapable by reason of severe bodily injury in respect of which compensation is payable to him under a law relating to compensation for occupational injuries and diseases.
- (b) in a manner provided for in the Transnet Pension Fund, to be incapable by reason of permanent ill-health or physical disability, of discharging the duties of his office or post: Provided that such incapacity shall become permanent if the employee continues to perform the duties of his office or post or any other duties that may be assigned to him.

UNSUCCESSFUL APPLICATION TO BE RETIRED ON THE GROUNDS OF SEVERE BODILY INJURY, PERMANENT ILL-HEALTH OR PHYSICAL DISABILITY

12. When an employee has applied to be retired on the grounds of severe bodily injury, ill-health or physical disability and the payment of a pension benefit to him has not been approved, he shall resume duty within seven days after having not been approved, he shall resume duty within seven days after having received the final decisions with regard to his application. If he fails to resume duty or resumes duty but is frequently absent from duty as a result of the same disability or does not perform his work satisfactorily, steps shall be taken to terminate his services in accordance with the provisions of clause 7.

RETIREMENT BY MUTUAL AGREEMENT

13. The services of an employee in permanent employment may be dispensed with by mutual agreement prior to the normal retirement age. Pension benefits shall be payable in accordance with section 32 (12) of the Transnet Pension Fund.

RETIREMENT (LENGTH OF SERVICE)

14. An employee to whom the provisions of clause 15 (1) (a) or (4) (a) (i) apply may, upon completion of 40 years actual service, exercise the option to retire, whilst an employee to whom the provisions of clause 15 (1) (b) or 15 (4) (a) (ii) apply may, upon completion of 37 years 'or 35 years' actual service, respectively, exercise the option to retire.

RETIREMENT ON ATTAINING AGE LIMIT

15. (1) Subject to the provision of paragraph (4) an employee shall retire on attaining the age of—

- (a) 63 years; or
- (b) 58 years, if immediately prior to the attainment of that age he was a member of the locomotive personnel; or
- (c) 58 years, if immediately prior to the attainment of that age he held the position of Executive Manager (Flight Operations), Fleet Captain, Senior Captain, Captain, Chief Training Captain, Training Captain, Senior First Officer or First Officer; or
- (d) 58 years, if immediately prior to the attainment of that age he held the position of Chief Flight Engineer Officer, Senior Flight Engineer Officer, Senior Flight Engineer Officer Instructor, Flight Engineer Officer Instructor or Flight Engineer Officer; or
- (e) 63 years, if immediately prior to the attainment of that age he held the position of Ore Train Diver, Shunting Driver or Driver's Assistant of a locomotive and was transferred to Transnet in consequence of the purchase of the Sishen-Saldanha Bay Project: Provided that such a transferred employee who has elected to retire on attaining the retirement age of 58 years shall retire on attaining such age: Provided further that if an employee attains the particular age of retirement applicable to him/her on any day other than the first day of the month, his retirement shall become effective as from the first day of the following month.

(2) An employee who holds a position mentioned in paragraph (1) (b), (c), (d) or (e) shall not be deemed to have ceased to hold such position at any particular time by reason of the fact that at the time he was employed in another position in an acting capacity or in consequence of a disciplinary action of reduction in rank for a specific period.

(3) An employee to whom the provisions of paragraph (1) (c) apply may, notwithstanding the said provisions, be retired by the Managing Director at any time after he has attained the age of 45 years. Any annuity granted to a person who has been retired in terms of these paragraphs/this paragraph shall be paid from revenue until the annuitant concerned attains the age at which but for his premature retirement as aforesaid, he would have retired, and thereafter from the Transnet Pension Fund.

(4) (a) An employee who was a member of the former New Railways and Harbours Superannuation Fund or the pension fund for non-whites (which funds were transformed into the Transnet Pension Fund on 1 October 1990) and who has been in continuous employment in temporary or permanent capacity from a date prior to 29 June 1955 in the case of employees who are members of the first-mentioned fund and 1 December 1991 in the case of members of the pension fund for non-whites:

- (i) 60 years if, but for the provision of this paragraph, the age of retirement specified in paragraph (1) (a) would have applied in his case; or
- (ii) 55 years if but for the provision of this paragraph, the age of retirement specified in paragraph (1) (b) would have applied in his case, to give written notification of his wish to be retired.

(b) An employee to whom the provisions of paragraph (1) (c) or (d) apply shall have the right at any time before or after attaining the age of 50 years, to give written notification of his wish to be retired.

(c) If an employee referred to in sub-paragraph (a), (b) or (c) gives such notification as aforesaid his retirement shall—

- (i) if such notification is given at least three months prior to the date on which he attains the age which, in accordance with either of the said sub paragraphs, is applicable in his case, regard being had to the position held by him immediately prior to the date hereinafter referred to as "his normal age of retirement", become effective on his attaining that age: Provided that if such employee attains his normal age of retirement on any day other than the first day of a month, his retirement shall become effective as from the first day of the following month; or
- (ii) if such notification is not given at least three months prior to the date on which he attains his normal age of retirement, become effective as from the first day of the fourth month in which such notification is received.

(d) Transnet may, before or after an employee referred to in subparagraph (a), (b) or (c) has attained his normal age of retirement, give written notification to such employee of its wish that he retire on pension, and in that event the retirement of the employee shall—

- (i) if such notification is given at least three months prior to the date on which he attains his normal age of retirement, become effective on his attaining that age: Provided that if such employee attains his normal age of retirement on any day other than the first day of the month, his retirement shall become effective as from the first day of the following month; or
- (ii) if such notification is not given at least three months prior to the date on which he attains his normal age of retirement, become effective as from the first day of the fourth month following the month in which such notification is given.

(e) Notice given by an employee in accordance with subparagraphs (a), (b) or (c) shall not be withdrawn except with the necessary permission

GRATUITIES TO EMPLOYEES RETIRED THROUGH INCAPACITATION

16. The amount to be paid to an employee by way of a gratuity from revenue in terms of section 32 (15) (b) of the Transnet Pension Fund shall be a sum equal to the difference between the amount of the gratuity and the amount of the benefit calculated in terms of section 32 (15) (a) of the Transnet Pension Fund.

GRATUITIES TO EMPLOYEES RETIRED OWING TO INCAPACITATION AS A RESULT OF ACTIVE MILITARY SERVICE

17. (1) If an employee who is a member of the Transnet Pension Fund, be compelled, before he has contributed for a period of 10 years, to retire in consequence of active war service in the South African National Defence Force, a gratuity may be granted to him—

- (a) equal to six months full salary calculated at the inclusive salary scale applicable to him at the date of his retirement in lieu of the gratuity provided for in clause 16; or
- (b) calculated as if section 32 (15) (b) had been applicable, whichever is the greater.

(2) The gratuity referred to in paragraph (1) shall be granted in addition to the benefit prescribed in Pension Fund Statute 32 (15) (a).

(3) The terms of this clause as to the payment of a gratuity equivalent to six months' salary may be applied to any employee who is a non contributor and whose retirement is occasioned under similar circumstances.

G. REMUNERATION

SALARY INCREMENTS AND REMUNERATION (GENERAL)

18. (1) The minimum salary within Transnet shall be derived at by means of the annual wage negotiations process.

(2) Salary adjustments for employees shall be based on Labour-market considerations: Provided that salaries payable to employees of the Civil Service and productivity are among the factors to be taken into consideration during salary negotiations. Salary adjustments shall be agreed upon by collective bargaining in the Bargaining Council. For this purpose, collective bargaining shall include mechanisms such as mediation, arbitration or other procedures for which the constitution of the Bargaining Council of Transnet makes provision.

(3) An employee may not claim as a right to be entitled to incremental progression in his grade after the lapse of any particular period. The award to an employee of every scale or special increment referred to in this clause shall be subject to his good conduct and zeal and the efficient discharge of his allotted duties.

(4) (a) For the purpose of the application of the provision of this clause, the term "scale increment" means an increase in salary of an employee whereby his salary is advanced by one notch in the salary scale applicable to the appointment he holds, with operative effect from—

- (1) the anniversary of the date of his appointment to his present position, unless otherwise directed; or
- (2) if the award of a previous scale increment has been withheld for any reason, from a date determined in accordance with such instruction as may be issued: Provided that, if the incremental date of any employee, fixed in terms of the foregoing, does not coincide with the commencement of the pay-month, such incremental date shall be adjusted to operate from the commencement of the pay-month within which the incremental date falls.

(b) An employee who has not attained the maximum salary for his appointment shall, subject to the provisions of this clause, be eligible to receive scale increments in terms of subparagraph (a): Provided that once he has attained a certain salary notch, incremental advancement beyond which is subject to compliance with specific conditions, his salary shall not be advanced beyond the said notch, except to the extent and under the conditions provided for in paragraph (5), unless he complies with the specified conditions.

(5) Special increments, under such conditions and to such employees as may be provided, may be granted to an employee who acquires approved qualification(s) by study in his own time after entry into Transnet.

(6) A special increment granted under the provision of paragraph (5) shall operate from the first day of the pay month within which the relevant qualifications are acquired, or from such other date as may be specified.

(7) For the purposes of this clause, except where otherwise directed, a "special increment" means an increase in the salary of an employee whereby his salary is advanced by one notch in the salary scale applicable to the appointment he holds. The granting of a special increment shall not affect the date of the recipient's annual scale increment, unless otherwise provided.

GRADING AND SALARY SCALES -

19. (1) An employer shall be accorded an appropriate designation or grade, which shall be as descriptive as practicable of the work he performs.

(2) A designation or grade other than one included in the official Pay Schedule shall not be conferred upon any employee or used on any official document or record.

(3) Particulars of the designations or grades of employees and of the applicable salary scales shall be set forth in an Official Pay Schedule.

(4) The official Pay Schedule may, after consultation with the trade union (s) concerned, be amended by altering any of the designations, grades and/or salary scale contained therein, or by adding/deleting any designation or grade together with the applicable salary scale.

(5) Subject to this Agreement, an employee who is appointed to a grade contained in the Official Pay Schedule shall be remunerated in accordance with the salary scale given for such position.

(6) (a) When an employee is appointed to a position he may be paid a salary in excess of the stipulated minimum salary, but not in excess of the stipulated maximum salary for such position.

(b) The payment of a salary in excess of the stipulated maximum salary for the grade in which an employee works may be authorized in the case of a capable employee with special experience or an employee who has rendered meritorious service.

APPLICATION OF AMENDMENT TO SALARY SCALE ~

20. If the salary scale of a grade is raised, the incumbents of the grade shall be placed on the correspondingly higher salary notch under such conditions as may be stipulated.

BASIS OF REMUNERATION -

21. (1) All salary scales are calculated on an annual basis. The monthly salary paid to an employee shall be calculated as one twelfth of his annual salary.

(2) The pay-month shall extend from the sixteenth day of a month to the fifteenth day of the next month. 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 aforesaid days.

(3) If an employee is absent from duty and is not entitled to full salary in respect of any period of periods of absence, his salary for that pay month shall be commensurately reduced in accordance with the relationship which such period of absence bears to the number of days (including Sundays) in the paymonth.

SALARY DEDUCTIONS AND CONDITIONS UNDER WHICH POWER OF ATTORNEY MAY BE GRANTED FOR THE PAYMENT OF A SALARY ~

22. (1) No amount may be deducted from an employee's salary, except—

- (a) in accordance with a written authority granted by the employee;
- (b) in accordance with a garnishee order issued by a court or under the stipulation of some or other law; or
- (c) in accordance with a stop-order authorising deductions from remuneration for fees for membership of a trade union, in respect of which this procedure has been authorised.

(2) The remuneration earned by an employee, shall, subject to the provisions contained in paragraphs (3) and (4), not to be paid to anyone except the employee provided that, after written approval has been granted by completion of a form authorising his salary to be deposited at a registered bank or building society, his instruction shall be implemented.

(3) The remuneration of an employee may, in the following circumstances, be paid to another person if, in the discretion of Transnet, valid reasons exist why the employee cannot draw his own money and power of attorneys has been granted on the appropriate form:

- (a) When he is absent from the place where payment is usually made owing to duty or on account of leave; or
- (b) when he is absent from duty through sickness or injury on duty, duly certified by a medical practitioner.

(4) Transnet may, on the grounds of a report issued by two medical practitioners to the effect that an employee, owing to his mental or physical condition, is unable to deal with his own affairs, order that such payment, in part or in full, be made to another person to benefit of the employee or his dependants, subject to such conditions as may be stipulated by Transnet. Such payment shall be deemed to be payment to the employee. The provisions of his clause shall not apply in case where a curator bonis has been appointed, and in case of the appointment of a curator bonis subsequent to a mandatory order issued in terms of this clause, such a mandatory order shall expire, but not in respect of any payment already made in terms thereof.

(5) Under no other circumstances, except those mentioned in paragraphs (3) and (4), shall any power of attorney, cession or equivalent document, purporting to authorise a third party to receive payment on behalf of an employee, be recognised.

REDUCTION OF SALARY OF EMPLOYEE IN PERMANENT EMPLOYMENT

23. Notwithstanding anything to the contrary contained in this Agreement, the salary of an employee in permanent employment shall not be reduced without his consent and he/she shall not be placed in a lower scale without his consent.

ACTING IN HIGHER GRADE

24. (1) Subject to such limitations as may be imposed from time to time and to the provisions of this clause, the payment of additional remuneration, assessed in terms of paragraph (2) may be authorised to an employee who is required to act in a higher grade and to undertake the full responsibility of such appointment.

(2) The additional remuneration shall be paid in the form of an allowance and shall be equivalent to the increment which would be granted to the employee concerned should he be promoted to the position in which he is acting provided that, should it be considered that the amount of the allowance so determined affords insufficient remuneration for the duties and responsibilities of the position in which an employee is acting, such increased allowance as may be authorised may be granted.

(3) An employee who, when acting in a higher grade, is required—

- (a) to attend an official board or committee meeting in his capacity as a member of such board or committee;
- (b) to attend a conference or seminar convened by Transnet;
- (c) to attend an official inquiry or a court as a witness;
- (d) to attend a St. John's Ambulance or a Suid-Afrikaanse Noodhulppliga competition, conferences or meeting or to undertake an inspection or perform other official duties connected with the activities of such an organisation;
- (e) to report to the Managing Director's office or a departmental office so that his suitability for promotion can be ascertained; or
- (f) undertake pay duties at a month end, shall not, in consequence, be deprived of any additional remuneration that would have been paid to him in respect of the period during which he would otherwise have acted in the higher grade.

(4) (a) Subject to the provisions of subparagraphs (b) and (c), the service conditions of an employee, when he is undertaking the duties of another grade, shall, whether or not he is undertaking the duties of another grade, shall, whether or not he is in receipt of additional remuneration, be those applicable to the grade in which he is acting, except where specifically provided to the contrary.

(b) If the trainman acts in a grade other than his own for a portion of a shift, his pay shall, provided he carries out the duties of his own grade for any period on the same day, be based on his ordinary hours of duty when they are less than those applicable to the grade in which he acts.

(c) For every day, including Sundays, that a trainman or a member of the dining-car personnel acts in a higher grade for an uninterrupted period of at least 3 hours 45 minutes, he shall be paid an allowance for acting in a higher grade for a full day.

(d) If an employee, other than a trainman or a member of the dining-car personnel referred to in subparagraphs (b) and (c), acts in another grade for less than one day, and the fixed daily hours of duty for that grade are different from those applicable to his own grade, his working hours for the shift shall be those operative for the grade in which he works longest during such shift, and any time worked in excess of such hours shall, subject to the terms of this Agreement be treated as overtime. When overtime is payable, the overtime rate in such cases shall be that applicable to the grade in which the overtime is actually worked.

(5) Notwithstanding the higher responsibilities discharged, no additional remuneration shall be paid to an employee (except a trainman or a member of the dining-car personnel) for a period of acting—in higher grade duty of less than one day's duration, unless otherwise determined.

ALLOWANCES AND BONUSES

25. (1) Under such conditions as may be laid down—

- (a) an employee may be granted a special allowance or a bonus; and
- (b) an employee who is specially experienced and competent or who has rendered meritorious service may be granted a personal allowance.

(2) An award may be granted to an employee who submits a suggestion or invention which results in a substantial saving.

(3) Special allowances, on such scales and under such conditions as may be determined from time to time, may be paid to members of the personnel employed in the South African Airways who are or may be required to perform duties on board an aircraft in flight.

(4) Employees who are employed on survey or construction work may be paid a survey or construction allowance, as the case may be, on such scale and under conditions as may be determined from time to time.

(5) Contract work, or work performed under any form of incentive allowance or bonus, shall be carried out in conformity with conditions determined from time to time.

PAYMENT WHILST TRAVELLING ON DUTY ~

26. (1) An employee, other than a trainman or a member of the dining-car personnel, whose duties require him to travel on a Sunday shall not receive payment thereof unless essential work is performed whilst so travelling.

(2) An employee who is not performing relief duties but is working temporarily at a station or a place away from his headquarters may, on obtaining the necessary authority from his superior officer, visit his home at weekends on the following conditions:

- (a) Once a week if the train service permits of his travelling in his own time and enables him to perform relief duty, shall, in respect of the period of such travel, be accredited with ordinary weekday time or Sunday time, as the case may be, subject to a maximum of a day's time for every day the journey entails: Provided if he both travels and works on any one day (calculated from midnight to midnight) only that portion (if any) of his travelling time which, when added to his working time, does not exceed a day's time shall be credited as ordinary weekday time or Sunday time, as the case may be. A "day's time" means seven hours 30 minutes.

SPECIAL PAY FOR BREAKDOWN WORK ~

27. An employee actually engaged in restoring a railway line, a pipeline or an aircraft to normal working order after an accident or similar occurrence, shall receive payment under such conditions as may be determined from time to time.

H. EXPENSES

GENERAL PROVISIONS ~

28. (1) An employee who is required to be absent on duty from his headquarters shall be afforded the facilities and/or have his expenses paid on the appropriate basis provided for in his clause and in clauses 29 to 37.

(2) An employee who, while performing duty at a place other than his headquarters is booked off duty sick and is not in a state of health permitting his return to his headquarters may, while he remains away from his headquarters, continue to be paid expenses, provided that the circumstances justify such a course.

(3) An employee who is required to be absent on duty from his headquarters while he is acting in a higher grade, shall subject to the provisions of paragraph (4), be entitled to receive any expenses payable on the basis of the scale of expenses applicable to the position in which he is acting, computed, in the case of expenses payable in terms of clause 29, on his scale plus any acting-in higher-grade allowance granted to him.

(4) If an employee is required to be absent from his headquarters while he is acting in a position to which a rate of expenses is applicable which is lower than that applicable to his own position, any expenses payable shall be computed on the higher scale.

(5) If the expenses incurred by an employee away from his headquarters are in excess of the expenses which are payable to him in terms of clause 29, he may, if the circumstances justify such action, be reimbursed for actual expenditure, provided his claim is supported by evidence of disbursement.

(6) In the computation of expenses, absence from headquarters shall be regarded as commencing at the time an employee departs from his headquarters station or home station, whichever is the nearer to his destination, and as terminating at the time he arrives back at his headquarters station or home station, whichever is the nearer to the place from which he is returning, or in the case of transfer at the time of arrival at the destination station. In computing a payment at an hourly tariff rate, a period of less than 30 minutes shall be disregarded but a period of 30 minutes or more shall be reckoned as one hour.

(7) No charges shall be levied in respect of official accommodation (staff residences excluded) of any description made available to an employee for sleeping purposes when he is absent from his headquarters.

(8) Where an employee who is absent on duty from his headquarters is not provided with official accommodation (staff residences excluded) he shall be paid, in addition to expenses at the appropriate hourly tariff rate, accommodation expenses on the scale laid down in clause 29.

(9) An employee who is instructed to work at a place away from his headquarters shall at the same time be instructed by his controlling officer or other responsible officer whether he must return to his home on completion of a shift or remain at the place where he is temporarily employed, and the said officer shall ensure that these instructions are given.

(10) No refund shall be made in respect of any extraneous expenditure incurred such as for taxi hire, portorage, tips, cloakroom charges, dry cleaning, laundry charges etc. except in the case of a claim in terms of paragraph (5).

(11) Expenses shall not be paid to an employee during any period of leave, except in the case of transfer expenses in terms of clause 36 (2).

(12) No expenses shall be paid to an employee at his headquarters or home station.

SCALE OF EXPENSES (ALL EMPLOYEES EXCLUDING THOSE WHO ARE PAID BOOKING-OFF EXPENSES)

29. An employee who is required to undertake duty away from his headquarters shall, subject to such conditions as may be determined, be paid expenses as follows:

- (1) If the employee is able with reasonable convenience to proceed to his headquarters or home each day for a proper period of rest—if the period of absence does not extend beyond midnight; the actual essential expenses, subject to a maximum amount of R6,00 in respect of every 10 hours or a portion of 10 hours thereafter, if such portion includes a recognised meal break. Receipts need not be furnished but the place and the circumstances under which the expenditure was incurred must be reflected on the expense voucher.
- (2) If the employee is unable with reasonable convenience to proceed to his headquarters or home each day for a proper period of rest, expenses at the hourly rate for the total period of absence plus accommodation expenses, where applicable, at the appropriate rate prescribed in paragraph (3).
- (3) EXPENSES TARIFFS

Hourly rate for absences of more than 10 hours duration which extend beyond midnight	Accommodation expenses
	R15 per night, or actual expenditure if it amounts to more in a hotel or other registered abode, including a staff residence, supported by the requisite proof of payment subject to a maximum of R100 per night.

An employee who stays overnight in official accommodation (excluding rest rooms) away from his headquarters/home station receives, in addition to the tariff rate of expenses, an additional 19c per hour for the total period of absence.

- (4) The amounts quoted in paragraphs (1) and (3) may without formal amendment be adjusted from time to time to the advantage of employees.
- (5) Where an employee qualifies for the payment of accommodation expenses he may be compensated for meals which he has taken at the hotel or registered abode where he was resident or which he had elsewhere, provided the claim is supported by the requisite proof of payment and the maximum amount allowed for accommodation is not exceeded.
- (6) As residence at a registered abode normally extends from after breakfast on the day of arrival to after breakfast on the day of departure, an employee shall be compensated only for meals enjoyed during such period.

HARBOUR FLOATING PERSONNEL

30. (1) An employee employed on a tug or dredger, when detailed for duty with his craft away from his headquarters, shall be paid expenses at the appropriate hourly tariff rate.

(2) An employee in receipt of expenses in terms of paragraph (1) shall be required to pay for meals supplied by Transnet.

BREAKDOWN WORK

31. (1) An employee who is absent from his headquarters on breakdown duty shall receive expenses in terms of clause 29 only in respect of that period for which he does not receive the special payment prescribed in clause 27.

(2) In the case of a breakdown train the provisions of this clause shall not apply to trainmen and locomotive personnel.

ATTENDANCE AT COURT, OFFICIAL INQUIRIES, TESTS AND EXAMINATIONS

32. (1) An employee who is required to attend an official inquiry away from his headquarters shall, irrespective of whether or not he is under suspension, be paid expenses in accordance with clause 29 in respect of the period during which he is necessarily absent from his headquarters.

(2) The provisions of paragraph (1) may also be applied in the case of an employee attending court as a witness under subpoena or other order, or undergoing an official test or examination, subject to such conditions as may be determined from time to time.

BOOKING-OFF EXPENSES (TRAINMEN WORKING TRAINS) *

33. (1) If a trainman (locomotive personnel excluded), is booked off duty at an out-station under the circumstances provided for in clause 42 (3) (b), the following booking-off expenses at the hourly rate provided for in clause 29 shall be allowed:

<i>Period booked off</i>	<i>Expenses payable</i>
Not exceeding five hours	Five hours at the appropriate hourly rate.
Exceeding five hours, but not exceeding 10 hours.....	Ten hours at the appropriate hourly rate.
Exceeding 10 hours	The actual period booked off duty at the appropriate hourly rate.

(2) No booking-off expenses shall be payable if the trainman is paid continuous time in terms of clause 44 (5) although he is booked off duty between trips.

(3) A trainman performing relief or other duty at a depot other than his headquarters shall be paid expenses in terms of clause 29.

(4) A trainman (locomotive personnel excluded), relieving or performing other duty at any depot away from his headquarters and being paid the hourly tariff rate of expenses, who works a train from the depot at which he is relieving or performing other duty to his home station where he is booked off duty, shall not be entitled to booking-off expenses, but the payment of expenses at the hourly tariff rate shall not be interrupted unless he remains at his home station for a period exceeding 12 hours. Booking-off expenses shall be paid if he works a train to any other station and is booked off duty thereat.

(5) (a) Trainmen (locomotive personnel excluded), working ballast or material trains shall be ineligible to receive expenses other than booking-off expenses in terms of this clause—

- (i) when they are able to return to their headquarters at night;
- (ii) when they work to an out-station and undertake not more than one trip from and back to such out-station before returning to their headquarters; and
- (iii) when they are provided with a caboose, subject to the provision that not more than the equivalent of expenses for one booking-off period, i.e. for 10 hours, shall be paid for each day in the month during which they are absent from their depot.

(b) Trainmen working ballast or material trains under conditions other than those provided for in subparagraph (a) shall be entitled to receive the hourly tariff rate of expenses prescribed in clause 29, but shall not be entitled to receive booking-off expenses.

ROAD TRANSPORT PERSONNEL *

34. (1) A road transport driver or his assistant who, in the execution of his duties is required to be absent from his headquarters, qualifies for the payment of expenses in the following instances and subject to the conditions stipulated:

- (i) If general freight or a goods-product line is transported and the employee is away from his headquarters for a period exceeding 19 hours during which he is unable to return to his headquarters or more for a proper period of rest, his expenses shall be payable at the rate specified in clause 29 for the full period of absence.
- (ii) If passengers are transported and employees stay at hotels specified by Autonet, the account shall be paid in by Autonet. In such instances employees shall not be entitled to the payment of expenses. Employees shall be obliged to reside at specified hotels. No expenses shall be paid if an employee resides at another hotel in a centre where specified hotels exist. If, however, employees have to spend the night in a centre where there are no specified hotels, expenses shall be payable in terms of clause 29 of the Agreement.
- (iii) If abnormal loads are transported, expenses shall be payable at the appropriate rate specified in clause 29.

PERSONNEL WORKING ON TRAINS AWAY FROM THEIR HEADQUARTERS (TRAINMEN EXCLUDED) *

35. An employee who is required to travel by train to assist in connection with tranship or similar work undertaken away from his headquarters, shall be paid expenses only on the basis specified for trainmen in clause 33 in respect of any period during which he is booked off duty at a place away from his headquarters. The hourly tariff rate of expenses for the total period of absence shall not apply in these circumstances.

TRANSFER EXPENSES - 1.

36. (1) Payment under the provisions of this clause shall be made only if an employee is transferred to meet the exigencies of Transnet, and not if he is transferred at his own request or as a sequel to disciplinary action, unless it should be decided otherwise.

(2) An employee who is transferred from one station to another shall, even if he is on leave, be allowed, in respect of the journey from his present to his new headquarters, expenses at the appropriate rates in clause 29, irrespective of the duration of the journey, for himself, his wife and each member of his family who is 12 years of age or older, and half such rates for each member of his family who is under 12 years of age: Provided that where promotion is accorded on transfer, the rates of expenses applicable shall be those to which the salary granted on promotion entitles such employee.

(3) An employee may also have his furniture and effects packed and unpacked, either by or at the expense of Transnet, as may be decided, under such conditions as may be determined from time to time.

(4) A married employee who is transferred as contemplated in paragraph (1) and moves his household, may be released from duty with pay for not more than one day at his old headquarters and a further day at his new headquarters to attend to personal affairs connected with his transfer.

(5) Reasonable expenses shall be allowed for the cost of removing the furniture and effects from an employee's residence to the station and from the station to the new residence: Provided that at any station where cartage is undertaken by Transnet or under contract, such facility shall be used.

(6) (a) An employee who occupies a house or a flat which is furnished with his own furniture, and is transferred as contemplated in paragraph (1), shall, in addition to the expenses specified in paragraph (2) and subject to the provisions of this paragraph, be paid a fixed amount as compensation for any additional expenditure which he may incur as a result of his transfer. The fixed amount which is based on the size of the family, shall be as follows:

(i) An employee who moves to a house or flat:	<i>Fixed amount</i>
	R
Employee and wife/husband without dependent children	1 480
Employee, wife/husband and one dependent child.....	1 780
Employee, wife/husband and two dependent children.....	2 075
Employee, wife/husband and three or more dependent children.....	2 370
Unmarried employee, as well as a widower, widow or divorced employee without dependent children..	595
Widower, widow and divorced employee with—	
one dependent child	1 480
two dependent children	1 780
three or more dependent children	2 075

(b) Subject to such conditions as may be determined, the fixed amount shall be payable to an employee as soon as he moves into an unfurnished house or flat at his new headquarters or indicates in writing that he intends doing so as early as practicable.

(c) If an employee transfers alone and his family remains at his old headquarters for personal reasons, half the fixed amount may be paid to him and the balance when his family joins him.

(d) If an employee who has been paid the full or half the fixed amount is transferred back to his old headquarters owing to housing problems or for other personal reasons, within three months from the date of his transfer, the fixed amount may be recovered from him.

(e) If an employee who has been paid the full or half the fixed amount resigns or absconds within three months from the date of his transfer, the fixed amount shall be recovered from him.

(f) If the fixed amount has been paid to an employee and he has for some or other reason not yet moved to a house or flat after three months have elapsed from the date of his transfer, he may retain the fixed amount.

(g) If a married employee and his wife, who is also employed by Transnet, are transferred as contemplated in paragraph (1), the fixed amount shall be payable to the husband only.

(h) An employee who has occupied a house or flat furnished with his own furniture but has vacated it as a result of his transfer to the regular relief personnel, who has stored or sold such furniture and who, as a result of an official transfer from the regular relief personnel, again moves into an unfurnished house or flat, may be paid the fixed amount in respect of the latter transfer. Storage charges shall not be refunded.

(7) The amounts mentioned in paragraph (6) may, without the formal amendment thereof, be adjusted from time to time to the benefit of employees.

(8) A claim for compensation by a married employee, who does not reside in a house or flat or who rents a furnished house or flat, for additional expenditure incurred when transferred officially, shall be considered on its merits. The claim shall be supported by receipts or other evidence of disbursement.

(9) If an employee is transferred at short notice and, as a result of this has to pay rent in lieu of notice, he may be reimbursed the amount paid or part thereof.

SPECIAL CASES ~

37. (1) In special cases additional payments, either in respect of the period or of the rate of expenses specified in this Agreement, may be authorised.

(2) Notwithstanding anything contained in this Agreement, the repayment to an employee of the whole or a portion of an expenditure incurred by him at his headquarters station may be authorised where such expenditure is reasonably incurred by reason of special circumstances arising out of the performance by the employee of his official duties.

I. HOURS OF DUTY AND COMPUTATION OF TIME –

HOURS OF DUTY (GENERAL)

38. (1) The maximum normal official hours of duty for any grade is 45 hours per week.

(2) The hours of duty for personnel shall be as notified from time to time.

(3) An employee working temporarily elsewhere than at his normal place of employment shall observe the hours of duty fixed for his grade at the place at which he is temporarily employed, if these are different from the hours of duty fixed at his normal place of employment.

(4) If required by Transnet, an employee shall work outside his normal hours of duty.

(5) If required by Transnet, an employee shall work his normal hours of duty on a Sunday and Public Holiday and be paid as per the requirements of the Basic Conditions of Employment Act, 1997, and the Public Holidays Act, 1994, respectively.

(6) The hours of duty for each day shall be fixed from time to time for each place of employment to suit the necessities of the work and shall be so arranged that, as far as practicable, a short shift may be worked on a weekday, except where a five-day week is in operation.

(7) At a place of employment where 24 hours' daily duty is divided between two or more employees, such employees shall exchange shifts in such manner as may be determined.

(8) Where, in consequences of an interchange of shifts on a weekday to meet the exigencies of Transnet, an employee works less than the ordinary daily hours of duty, not less than a day's salary shall be paid to him for that day.

(9) An employee working on a dining-car, which causes him to be away from his home depot, shall be allowed the following interval of rest before being booked on duty again:

<i>Interval of—</i>	<i>Rest</i>
(a) not exceeding a period of 45 hours away from his home depot.....	8 hours
(b) more than 45 hours away from his home depot.....	12 hours

(10) If a member of the dining-car personnel is instructed to report for duty and he does so but his services are not utilized, he shall be credited with two hours' weekday or Sunday time, as the case may be.

(11) A member of the dining-car personnel who undertakes a trip where the scheduled time (including time allowed for booking on and off and the time allowed to perform other duties before or after a trip)—

- (a) does not exceed three hours 45 minutes, shall be credited with time equal to half a day;
- (b) exceeds three hours 45 minutes, but does not exceed five hours 38 minutes, shall be credited with time equal to three quarters of the day; and
- (c) exceeds five hours 38 minutes, shall be credited with a minimum of a day's time.

(12) To all members of the dining-car personnel who have been available for service on all days (Sundays included) during the pay-month, full salary for that month shall be guaranteed paid.

(13) If a member of the dining-car personnel is not available for service one or more days (Sundays included) during a pay-month, except in the case of non-availability owing to leave, sickness or any other reason acceptable to Transnet, his salary for that month shall be reduced on a pro rata basis.

(14) When it is expected of a member of the dining-car personnel to wait at an outstation for his return journey or to wait at his home depot for another trip, he shall be credited with continuous time. If the waiting time, excluding time spent on necessary work, exceeds three hours, the employee shall be booked off duty. An employee shall be obliged to perform such work as he may be reasonably instructed to do during a period of continuous service.

(15) Where a member of the dining-car personnel who has worked a short shift for which a minimum time is allowed, is required to work a further short shift for which a second minimum time may be allowed, he shall be credited with not more than the continuous time from the time of signing on for the first trip to the time of signing off after the last trip, subject to a minimum of one day's time.

(16) If a member of the dining-car personnel is booked off duty at an out-station under the circumstances provided for in paragraph (14), the following booking-off expenses at the hourly rate provided for in clause 29 shall be allowed:

<i>Period booked off</i>	<i>Expenses payable</i>
(i) Not exceeding five hours.....	Five hours at the appropriate hourly rate.
(ii) Exceeding five hours, but not exceeding 10 hours.....	Ten hours at the appropriate hourly rate.
(iii) Exceeding 10 hours	The actual period booked off duty at the appropriate hourly rate.

(17) No booking-off expenses shall be payable if a member of the dining-car personnel is paid continuous time in terms of paragraph (14) although he is booked off duty between trips.

(18) For the purpose of the application of this clause and clause 26 (3) time is calculated as follows:

- | | |
|-------------------------------------|-------------------------|
| (a) A day | hours 30 minutes; |
| (b) Three quarters of the day | 5 hours 38 minutes; and |
| (c) Half a day | 3 hours 45 minutes |

(19) A member of the artisan personnel shall, when working a night shift, be allowed a break of 15 minutes for a meal while on duty.

HOURS OF DUTY (LOCOMOTIVE PERSONNEL) -

39. (1) The following conditions shall apply in respect of locomotive personnel:

- (a) The pay-month shall extend from the 16th day of any month to the 15th day of the next month.
- (b) The official weekly hours of duty shall be 45 hours and shall extend from Monday to Saturday (six-day working week).
- (c) The maximum period of duty per "on-shift" shall be 16 hours, with a minimum break of 30 minutes or a continuous shift of 14 hours.
- (d) After completion of a tour of duty an "off-shift" of eight hours shall be guaranteed at the home depot.
- (e) A maximum waiting period of six hours shall be allowed for an employee to be called out for duty after the "off shift" has expired.

TIMEKEEPING CONDITIONS (SPECIFIC GRADES) -

40. (1) Travelling cargo co-ordinators, travelling yard officials, travelling crossing attendants, general workers employed on tranship portage duties, guards in training and conductors in training shall, irrespective of the total time they may be required to work in a pay-month, be guaranteed a month's salary: Provided that they shall be available for duty on every day (including Sundays) in that pay month.

(2) For the purpose of determining whether overtime is payable in respect of any time worked in a pay-month by an employee mentioned in paragraph (1), the number of weekdays on which he worked or was available for duty in that pay-month shall be multiplied by seven hours 30 minutes per day and, if the total time so calculated is less than the total time he actually worked or was available on weekdays during the pay-month, the difference shall be paid as overtime.

COMPUTATION OF TIME (TRAINMEN) -

41. Subject to the provisions of clause 42, time worked by trainmen shall be computed on a monthly basis and each month (hereinafter referred to as a pay-month) shall stand by itself. The pay-month shall extend from the 16th day of any month to the 15th day of the next month. If a trainman is absent from duty and is not entitled to payment in full in respect of the period or periods of absence, his salary for that month shall be commensurately reduced in accordance with the relationship which such period or periods of absence bears to the number of days (including Sundays) in the pay-month.

GENERAL CONDITIONS (TRAINMEN) -

42. (1) Subject to the provisions of subparagraph (b), trainmen shall be credited under the conditions of this clause with—

- (a) schedule time, or the actual time taken for the complete journey, if greater, or the actual time if a Special Train Notice is not issued or when running on station-to-station working; plus
- (b) such booking-on and off time allowances as may be determined in terms of clause 43, subject to such minimum time allowance as may be applicable in terms of clause 43; plus
- (c) bonus time (locomotive personnel excluded), if earned, in terms of clause 45.

(2) Conductors on barrier or other station duties shall be credited with actual time on duty.

(3) (a) It shall be the duty of any officer controlling the movement of trains to issue a special running schedule, wherever practicable, in cases where, owing to whatever circumstances, a train can reach its destination station in a shorter time than schedule time.

(b) If it is arranged that a train will leave the starting point earlier or later than the time shown in the Working Time Book, the schedule time shall be regarded as having been commenced and completed earlier or later.

(4) (a) A trainman who is required to wait at an out-station for a return trip, or who is required to wait at his home depot for a further trip, shall, provided the period between the times of arrival and departure does not exceed three hours, be credited with continuous time, and during such period his service shall be available for any duty required.

(b) When the period between times of arrival and departure exceeds three hours, the trainman shall be booked off duty if booking-off facilities are available at the out-station. The forward and return trips shall be regarded as straight trips.

- (5) (a) A trainman working schedule link trips shall be credited with the schedule time for the complete link or with actual time, if this is greater.
- (b) A trainman working a round trip shall be credited with the schedule time for the complete round trip (including the interval at an out-station) or with actual time, if this is greater.
- (c) When two straight trips out and back are converted to a round trip by reason of the interval between the trips being reduced to a period of three hours or less, the trainman shall be credited with the actual time on duty: Provided that not less than schedule time shall be allowed to the return trip.
- (6) If a trainman is called upon to perform additional duty either before or (without being booked off) after a scheduled straight or round trip or a tour of link working, such additional time shall be regarded as an extension of the scheduled trip or tour of link working, but he shall not be required to work any time gained on the schedule.
- (7) If a train in other than link or round trip working leaves the starting point at the time shown in the Working Time Book or Special Train Notice and arrives at its destination before time, the full schedule time shall be allowed.
- (8) Where a train in other than link or round trip working leaves the starting point at the time shown in the Working Time Book or Special Train Notice and does not maintain the schedule time allowed for the run, but arrives at the destination station late, the actual time occupied by the run shall be allowed.
- (9) When trainmen are required to work a train to an intermediate crossing point and the interval between time of arrival and departure is more than three hours, they shall be credited with the full schedule time for the forward and return trips including the interval at the intermediate crossing point, if no booking-off facilities are available at such intermediate crossing point.
- (10) If a train in other than link or round trip working leaves an intermediate starting point late and the outgoing trainmen are called late in accordance with the provisions of clause 47 (2), the schedule time applicable shall be held to commence and finish correspondingly later. In such cases schedule time shall be allowed plus actual time on duty prior to the start of the train.
- (11) Trainmen working ballast, material or breakdown trains and locomotive personnel employed on shunting, banking or light locomotive shall be credited with the actual time worked.

BOOKING ON AND OFF TIME ALLOWANCE (TRAINMEN) ~

43. Booking-on and off time allowance shall be made under such conditions and according to such scales as may be notified from time to time.

MINIMUM TIME ALLOWANCE (TRAINMEN) (LOCOMOTIVE PERSONNEL EXCLUDED)~

44. (1) The following minimum time shall be allowed to trainmen working trains:
- (a) Where the schedule time for any straight or round trip or tour of link working (or actual time in the case of trains running on station-to-station working) plus booking-on and off time—
- (i) does not exceed three hours 45 minutes, time equivalent to half a day shall be allowed;
 - (ii) exceeds three hours 45 minutes but does not exceed five hours 38 minutes, time equivalent to three quarters of a day shall be allowed; or
 - (iii) exceeds five hours 38 minutes, a minimum of a day's time shall be allowed.
- (b) A minimum of a day's time shall be allowed to trainmen for—
- (i) any passenger train run of more than 218 kilometres;
 - (ii) any mixed train run of more than 194 kilometres; or
 - (iii) any goods train run of more than 178 kilometres.
- (c) Where a minimum distance is allowed on one or both trips of a round trip, no payment shall be made for the interval at the destination station. If the actual time on duty is, however, longer than the two minimums together, the personnel shall be paid for the actual time on duty.
- (2) If, as a result of the schedule time being exceeded, the actual time on duty is more than the minimum time which would have been applicable had the schedule time been maintained, actual time only shall be allowed.
- (3) A day's time may be authorised for any special run. Special minimum times and the conditions under which such minimum time shall be allowed, may likewise be authorised.
- (4) If a trainman who is ordered to report for duty on a weekday or Sunday does so report and his services are not utilized, he shall be credited with two hours overtime or Sunday time, as the case may be, and may be required to work at the depot during the period for which time is allowed. If during such period he is assigned other work, time shall be calculated as continuous from the time of signing on duty.

(5) Where a trainman who has worked a short shift for which a minimum time is allowed, is required to work a further short shift for which a second minimum time may be allowed, he shall be credited with not more than continuous time from the time of signing on for the first trip to the time of signing off after the last trip, subject to a minimum of one day's time. The provisions of this paragraph shall not apply where either one or both of the shifts worked are governed by the minimum payments for which provision is made in paragraph (1) (b).

(6) For the purpose of clause 48 (6), clause 15 (2) (b) of appendix A and this clause—

- (a) a day = 7 hours 30 minutes;
- (b) three quarters of a day = 5 hours 38 minutes; and
- (c) half a day = 3 hours 45 minutes.

**BONUS TIME ALLOWANCE FOR PUNCTIONAL RUNNING (TRAINMEN) -
(LOCOMOTIVE PERSONNEL EXCLUDED)**

45. (1) (a) If a passenger, mixed or goods train on a trip of more than five kilometres arrives punctually, bonus time, calculated at 10 per cent of the schedule running time of each trip separately, shall be allowed to the trainmen who are actually responsible for such working of the train.

(b) The bonus time shall be reduced by the number of minutes a train arrives later than the schedule running time at the destination station.

(2) (a) Bonus time for trainmen or suburban passenger trains shall be allowed according to the following table:

<i>Schedule running time</i>	<i>Bonus time allowance: Minutes</i>
(i) Not exceeding seven hours 29 minutes	25
(ii) Seven hours 30 minutes but not exceeding 10 hours	35
(iii) Exceeding 10 hours	45

(b) The scheduled running time of suburban passenger trains shall be computed from the schedule time of departure of the first train to the schedule time of arrival of the last train in the link. If the trainmen travel on duty as passengers or perform other duties during the intermediate periods during which they are not booked off, the scheduled time of the link shall not be reduced by such periods.

(c) If any train in the link of the suburban passenger service does not maintain the scheduled running time, the number of minutes the train arrives later than the scheduled running time at the destination station shall be deducted from the total bonus time earned.

(3) A trainman who works a main line train and thereafter without being booked off works a suburban passenger train, or vice versa, bonus time shall be computed in terms of paragraph (1) on the scheduled running time of each trip separately, including those of the suburban passenger trains.

(4) The bonus time allowance for trainmen working on the caboose system shall be computed on the basis of the scheduled running time for each portion of the trip, and the bonus time allowance earned for the full trip shall be divided equally among the separate grades of personnel concerned.

(5) A delay at the destination station prior to admittance shall not interfere with the operation of the bonus time, where due.

(6) Bonus time shall not be granted for trips with train comprising empty coaching stock and departing/proceeding from/to the stabling point before/after the passengers have boarded/detrained at the departure/terminal station.

(7) The bonus time earned by trainmen during a pay-month shall be treated as ordinary time or Sunday time, whichever is applicable. If a shift commences on a Saturday and terminates on a Sunday, the bonus time shall be credited as Sunday time and if a shift commences on a Sunday and terminates on a Monday, the bonus time on the Monday shall be credited as ordinary time.

(8) In the application of this clause, the bonus time shall be credited in respect of the day upon which the train arrives.

CABOOSE WORKING (TRAINMEN) -

46. (1) The time worked and booked off by trainmen working on the caboose system on straight or round trips shall be based on the fixed daily hours of duty, irrespective of the time taken for the trip.

(2) Where the trainmen are booked off at the out-station pending the return journey, the forward and return trips shall be regarded as "straight trips" but where the period between the arrival of the train at the out-station and the departure therefrom does not exceed three hours, the trip shall be regarded as a round trip. The total time allowed for either the straight trip or the round trip, as the case may be, shall be allocated as ordinary time on weekdays, or as Sunday time on Sundays, and divided equally between the trainmen concerned. In the case of weekday time, time in excess of seven hours 30 minutes (calculated from midnight to midnight) shall be credited as overtime.

(3) A booking-off expense at twice the ordinary rate laid down in clause 33 shall be paid for each period trainmen are booked off en route in the caboose.

(4) Booking-off expenses shall be paid on the scale laid down in clause 33 when trainmen (locomotive personnel excluded) are booked off at the out-station.

CALLING OUT FOR DUTY (TRAINMEN) ~

47. (1) A trainman shall be called out for duty at his registered place of residence, provided he resides not more than 2,5 kilometres from the station, but a trainman assigned regular trains or notified when booking of his next period of duty or stationed at a minor depot, shall not be called out for duty between the hours of 07:00 and 21:00.

(2) When a train is running late from the previous depot or intermediate station and is taken over at an intermediate depot, the responsible official, if he is in possession of information indicating the approximate time at which the train may be expected to arrive at his station, shall arrange for the trainmen to be called in accordance with the following:

- If running one hour late trainmen shall be called at the right time;
- if running one hour 25 minutes late trainmen shall be called 15 minutes late; and
- if running one hour 30 minutes late trainmen shall be called 30 minutes late; and so on.

Trainmen who are not ordinarily called out for duty shall, in such cases as are provided for in this paragraph, be specially advised of the time they shall be required for duty, and when so advised shall not book on duty until required.

TRAINMEN TRAVELLING AS PASSENGERS ~

48. (1) A trainman who is required to travel as a passenger on either a weekday or a Sunday for the purpose of working a trip from an out-station or who is required to return as a passenger from an out-station after a working trip, shall be allowed time as follows:

(a) If booked off at an out-station:

- (i) Whilst travelling as a passenger Ordinary time or Sunday time, as the case may be, with any maximum applicable, but not exceeding a day's time.
- (ii) Whilst working or travelling on a locomotive or in a guard's van Ordinary time or Sunday time as the case may be, with any maximum applicable.

(b) If not booked off at an out-station:

Ordinary time or Sunday time, as the case may be, whether working, travelling on a locomotive or in a guard's van, travelling as a passenger or waiting, with any minimum applicable.

(2) A trainman travelling on a duty as a passenger may, on production of the covering order issued by a duly authorised official, be afforded without charge the use of bedding on the train: Provided that if circumstances are such that use cannot be made of a bed, the covering order shall be handed in at the end of the trip.

(3) Booking-off expenses permissible in terms of clause 33 shall also be paid, but travelling expenses shall not be allowed.

(4) When a guard is relieved from duty at a station short of the depot station on account of his having completed 12 hours' duty, as provided for in clause 50, he shall be allowed ordinary time or Sunday time, as the case may be, for any time occupied in reaching his depot station after being relieved.

(5) A trainman who is required to travel to a station for the purpose of performing special duty there and not for a purpose as provided in the preceding paragraphs, shall, in respect of the period so occupied, be credited with ordinary weekday time or be paid Sunday time, as the case may be, subject to a maximum of a day's time: Provided that if he both travels and works on any day, only that portion (if any) of his travelling time which, when added to his working time, does not exceed a day's time, shall be credited as ordinary weekday time or paid for as Sunday time, as the case may be.

(6) "A day's time" as used in this clause means seven hours 30 minutes.

REST (TRAINMEN) (LOCOMOTIVE PERSONNEL EXCLUDED) ~

49. (1) Except in case of emergency, a trainman, after completing or partially completing a shift (booking-on and booking-off time included), shall be allowed the following interval or rest before being booked on duty again:

(a) At an out-station—

- (i) on completion of a shift of less than seven hours 30 minutes 6 hours;
- (ii) on completion of a shift of at least seven hours 30 minutes or longer 8 hours;

(b) at an employee's home station—

- (i) on completion of a shift of less than seven hours 30 minutes 6 hours;
- (ii) on completion of a shift of at least seven hours 30 minutes but less than 14 hours 12 hours;
- (iii) on completion of a shift of 14 hours or longer 16 hours.

(2) The decision to resume duty before expiry of the rest interval shall be at the discretion of the employee concerned. A trainman shall take proper rest during the period provided for in this clause.

RELIEF (GUARDS) -

50. A guard who is required to work beyond the ordinary hours of duty, may request that a telegraphic message be sent for relief after the expiry of a total period of twelve hours of duty (booking-on and booking-off time included), and such relief shall be provided subject to the exigencies of Transnet.

GUARANTEED PAYMENTS (TRAINMEN) -

51. (1) Every trainman who has been available for duty on every day (including Sundays) in a pay-month shall be guaranteed his full salary for that month.

(2) Should a trainman not be available for duty on one or more days (including Sundays) in a pay-month, owing to leave, sickness or for any other reason, his monthly guaranteed payment for that month shall be subject to a proportionate reduction.

EMPLOYEES TRAVELLING WITH CRANES -

52. Any employee travelling with and in attendance upon a crane shall be paid straight time for the time occupied by the journey, less any period during which he is resting. Any time actually worked with the crane on Sundays, or outside ordinary hours of duty on weekdays, shall be paid for as Sunday time or overtime, as the case may be.

BASIS OF PAYMENT (SHIFT WORKERS) -

53. (1) Where an employee works—

- (f) a shift comprising weekday and Sunday time, the division of weekday and Sunday time shall be pro rata to the time worked on each day, based on the number of hours worked in the complete shift; or
- (a) a weekday shift which, in consequences or arrangements made in terms of clause 38 (2), is either more or less than one-sixth of his official weekly hours of duty, he shall receive one day's salary in respect of such shift.

J. OVERTIME AND SUNDAY TIME -

GENERAL

54. (1) (a) Overtime and Sunday-time rates shall be calculated as follows:

- (i) Overtime shall be paid for at the rate of time and one third per hour of the rate for straight time for authorized overtime worked, subject to the provisions of this clause. Straight time shall be calculated by dividing the salary notch by the sum of the product of 45 (hours per week) and 52 (weeks in a year). The aforesaid may be illustrated as follows by an example:

$$\text{Straight time} = \frac{\text{R36 000 per annum}}{45 \times 52 \text{ per hour}}$$

- (ii) Sunday time shall be paid for at the rate of one and three quarters per hours of the rate for straight time for authorised Sunday time worked, subject to the provision of this clause. Since all employees are salaried and payment is therefore based on the number of days in a particular month, an employee who works authorized Sunday time in fact receives a day's salary, plus time and three quarters of the hourly rate for straight time.

(b) The highest rate at which overtime and Sunday time may be calculated (hereinafter called the overtime ceiling) shall be R58 860 per annum. This overtime ceiling shall be adjusted annually in proportion to the general salary adjustment, which is negotiated at the Bargaining Council.

(c) Employees on salary notches higher than the overtime ceiling shall be paid at the overtime-ceiling rate for overtime and Sunday time.

(2) (a) Except as provided in this clause and subject to such conditions as may be notified, an employee who is required by the exigencies of Transnet to work on weekdays beyond the ordinary hours of duty fixed for the position occupied by him, or to a work period of duty on a public holiday, shall be paid at the rate of overtime as per the requirements of the LRA, 1995.

(b) With the exception of employees governed by subparagraph (c), overtime shall not be paid to a senior officer unless it is specially authorized.

(c) An employee employed on a harbour craft shall be paid for all overtime worked on weekdays, irrespective of his salary.

(d) A typist or telephonist who is required to work beyond the ordinary hours of duty on weekdays or to work a period of duty on a public holiday, shall be paid for such time.

(e) A fixed monthly amount to cover all overtime worked may be authorised.

(f) When it is decided that employees in any grade are to be paid a fixed monthly amount in respect of any overtime that they may be required to work from time to time, this amount shall be paid under the same conditions as are applicable to the payment of salaries. An employee who is paid a fixed monthly amount in respect of overtime shall be ineligible to receive further payment for any overtime he may be required to work, unless it is specially authorised.

(3) A middle manager shall not be paid for work on a Sunday unless such payment is directly recoverable from source outside Transnet or unless payment is specially authorized.

(4) (a) Payment for overtime or Sunday time at the appropriate rate shall be made only if the working thereof has been duly authorized.

(b) Payment for overtime or Sunday time shall be based on salaries only or, in the case of an employee who acts in a higher grade, on his salary plus any authorised acting-in-higher-grade allowance.

(c) In calculating payment, a fraction of an hour which is less than thirty minutes shall be disregarded while a fraction of an hour which is thirty minutes or more shall be regarded as an hour. The levelling up of odd minutes shall apply to the total overtime or Sunday time worked during any pay-month and not in respect of each separate tour of duty.

(d) Where convenient, an employee who has worked a period of authorised overtime or Sunday time for which the payment is due in terms of this clause, may elect to take an equivalent period of time off duty without loss of salary during the ensuing two months in lieu of such payment.

(5) (a) When an employee is booked on or called out for duty on a Sunday or called out for duty on a weekday outside his normal shift or has to perform duty at a place, other than his home depot, during the occupation, or is required to undertake emergency maintenance or emergency repair work (other than breakdown work referred to in clause 27) to the track, overhead track equipment, signaling system, rolling stock, a road transport vehicle or any other equipment or property of Transnet, or performs such other work as may be determined from time to time, which commences before, simultaneously with or after the commencement of his normal shift and terminates before, at the same time or after the termination of his normal shift, and is entitled, under the provisions of this clause, to receive payment for that duty, such payment shall be subject to the following minimum time payment:

- (i) If, after reporting for duty, he is not required to work, payment to be made as for two hours;
- (ii) for one period of duty not exceeding three hours from the time he reports for duty at his depot or workplace until the work is completed or until he has returned to his depot, payment shall be made as for three hours;
- (iii) for two separate periods of duty or one period of duty exceeding three hours but not exceeding four hours, in each case calculated as in (ii) above, payment shall be made for four hours;
- (iv) for three separate periods of duty or one period of duty exceeding four hours but not exceeding six hours, in each case calculated as in (ii) above, payment shall be made for six hours; and
- (v) For more than three separate hours of duty, calculated as in (ii) above, payment shall be made for six hours for the first three hours of duty, plus actual time for each of the subsequent hours of duty or, if one hour of duty is more than six hours long, payment shall be made for actual time on duty.

(b) These minimum time payments are subject to the provision that no higher payment shall be made for two or more periods of duty than would have been made if the employee had been continuously on duty for the overall period. Furthermore, a minimum time payment in respect of Sunday time is not applicable to that portion of a weekday shift which falls within a Sunday. "Periods of duty" refer to those periods for which an employee is called out or booked on for duty and may also include a period of normal duty, overtime or any period on a Sunday.

(c) (i) When an employee is called out after the completion of his normal shift and must work till after midnight, or if he is called out after midnight, and he requests 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 his normal shift without any loss of salary. This concession is aimed exclusively at offering the employee an opportunity to recover his strength.

(ii) The time off granted to the employee within his normal hours to rest, must be indicated in the time summary as "Rest without loss of salary".

(6) When the working conditions of any employee of a sufficiently unusual nature to warrant a departure from the specified basis of payment for overtime and/or Sunday time, payment for such duty may be authorised at a rate and under such conditions as may be considered justifiable, notwithstanding the provisions of this clause.

(7) (a) Road transport drivers and assistants employed on road transport vehicles shall be paid at Sunday time rates in respect of assessed time for any trip they are required to work or for time which they are otherwise authorised to work on a Sunday, and when the assessed time for trips they work on weekdays (Monday to Saturday) exceeds the 45 hour per week fixed for their grades, the time representing the difference shall, subject to the provisions of this paragraph, be regarded as overtime. If an employee is not required on one or more weekdays (Monday to Saturdays), he shall be scheduled as available for service without loss of pay on such day/days.

(b) Where the amount due to a road transport driver or assistant, who was employed on a road transport vehicle prior to 16 August 1964, in respect of overtime worked during any one pay-month is less than the monthly amount laid down, a minimum payment equivalent to such amount shall be made to the employee concerned on a personal-to-holder basis. This provision shall not apply to employees appointed to any of the positions mentioned on or after 16 August 1964.

(c) In respect of those routes on which the employees concerned are booked off duty at a point away from their headquarters, separate assessments shall be made for the portion of the trip prior to their being booked on duty again.

(d) If, because of a light load or other favourable conditions as distinct from excessive speed, the employees concerned satisfactorily complete a trip and all the duties associated with it within the time specified in the assessment for such trip, they shall not be required to remain on duty until the expiry of the assessed period, but shall, nevertheless, receive full credit for the assessed time of the trip they have completed.

(e) If, owing to delay on the road or other similar reasons, the period between the time an employee is booked on duty and that at which he is booked off duty exceeds the assessment for the trip undertaken by him, no extra payment shall ordinarily accrue in respect of the time (or any portion thereof) by which the actual period worked exceeds the time assessed for the trip.

TRAINMEN -

55. (1) The total time worked shall, as far as practicable, be equalised between all trainmen in each grade at each depot by an equitable allocation of the work.

(2) (a) The official weekly hours of duty for trainmen shall be forty-five hours. Overtime (locomotive personnel excluded) shall be credited daily in respect of all weekday time worked in excess of seven hours 30 minutes per day, reckoned from midnight to midnight. If on any weekday less than seven hours 30 minutes is worked, or if the employee is available for duty, no weekday time worked during the months shall be utilised to make up the ordinary time for that day.

(b) If a shift commences on a Saturday and finishes on a Sunday, or commences on a Sunday and finishes on a Monday, all weekday time shall be included with any other weekday time which is worked on the Saturday or Monday to determine overtime for the days in question.

PATROLLING OF RAILWAY TRACK MAINTENANCE LENGTHS ON SUNDAYS AND PUBLIC HOLIDAYS

56. (1) A trackmaster or other authorised employee who is required to patrol a length of track on a Sunday or a public holiday shall be paid for such service as follows:

- | | |
|---|--|
| (a) For patrolling on foot | One hour's payment in respect of each 3,25 kilometres patrolled. |
| (b) For patrolling by motor trolley | Up to 65 kilometres—half a day's time. Over 65 kilometres but not exceeding 97,5 kilometres—three quarters of a day's time. Over 97,5 kilometres—one day's time. |

(2) Fractions of half an hour or more shall be rounded off to the next higher hour.

(3) Payment for patrol duty undertaken on Sundays shall be made as for Sunday time.

(4) Payment for patrol duty undertaken on public holidays shall be made at the appropriate rate determined for such work.

EMPLOYEES WORKING OR STANDING BY HARBOUR CRAFT OUTSIDE ORDINARY HOURS OF DUTY -

57. (1) An employee, excluding a Watchman (Tugs and Dredgers), who may be instructed to remain on board a tug or other craft, or, being on shore, is required to go afloat on Sundays, or at night on weekdays after completing the ordinary day's work, shall be paid as set out below:

- | | |
|---|--|
| (a) For ordinary shipping movements— | |
| on weekdays: Overtime; | |
| on Sundays: Sunday time. | |
| (b) For emergendy harbour requirements— | |
| on weekdays: Overtime; | |
| on Sundays: Sunday time. | |
| (i) whilst working or standing by— | |
| on weekdays: Overtime; | |
| on Sundays: Sunday time; | |
| (ii) whilst he is not working or standing by, but has to remain on board— | |
| on weekdays: Straight time; | |
| on Sundays: Sunday time. | |

(c) For service at sea—

- (i) while the craft is in the harbour waiting to proceed to sea or under way prior to watches being set, and the employee is—
 - (a) required to work or stand by—
 - on weekdays: Overtime;
 - on Sundays: Sunday time;
 - (b) not required to work or stand by, but has to remain on board—
 - on weekdays: Straight time;
 - on Sundays: Sunday time;
- (ii) while the craft is under way after watches have been set—
 - on weekdays—
 - periods on watch in excess of normal hours: Overtime;
 - periods off watch: No payment;
 - on Sundays—
 - periods on watch: Sunday time;
 - periods off watch: No payment;
- (iii) the following minima shall apply:
 - When the period afloat does not exceed four hours—
 - on weekdays: Half a day straight time;
 - on Sundays: Half a day Sunday time.
 - When the period afloat exceeds four hours—
 - on weekdays: One day straight time;
 - on Sundays: One day Sunday time.

(2) These conditions shall not apply to employees who are required to sleep on board a harbour craft at night during ordinary weather.

K. PUBLIC HOLIDAYS

GENERAL

58. (1) An employee shall be required to work on a public holiday: Provided his duties permit, an employee may be released from duty on a public holiday without loss of emoluments.

(2) If an employee is required to work on any public holiday, he shall be paid for the time worked on such basis as determined by the Public Holidays Act, 1994 i.e. Rate of Double (2) Time.

L. LEAVE

GENERAL

59. (1) Employees shall earn leave as follows:

<i>Terms of service</i>	<i>Allocation per annum</i>
Less than six years.....	20 days
Six to less than 16 years.....	28 days
Sixteen to less than 20 years.....	36 days
Twenty years and longer.....	40 days

(2) New employees in receipt of a salary of more than R31 786 (with effect from 16 March 1997 (this salary scale coincides with the revision of salaries) and shall earn 28 days' leave per annum.

BASIS ON WHICH LEAVE ACCRUES TO AN EMPLOYEE

60. (1) All employees shall earn leave quarterly on a *pro rata* basis as follows:

- 20 days: five days per quarter;
- 28 days: seven days per quarter;
- 36 days: nine days per quarter;
- 40 days: 10 days per quarter.

(2) Quarterly means any three consecutive months of the year, calculated from the beginning of the pay-month in which the employee joined the service. A leave cycle is deemed to be completed at the beginning of the pay-month in which the employee has completed 12 months' service.

(3) Paid leave in terms of this Agreement shall not accrue to an employee in respect of a quarterly or leave cycle during the whole of which he has been absent from duty on leave without pay.

COMPULSORY TAKING OF LEAVE -

61. (1) The purpose of leave is to afford employees the opportunity to rest and consequently they are obliged to take leave as follows and controlling officers/supervisors must ensure that leave arrangements are made accordingly:

<i>Leave allocated</i>	<i>Days to be taken annually</i>
20 days	16
28 days	21, of which 13 must be consecutive
36 days	28, of which 13 must be consecutive
40 days	28, of which 13 must be consecutive

(2) Compulsory leave as explained above or parts thereof not taken within the leave cycle following that in which it is earned, and where the reason for not taking the leave is not attributable to service requirements, shall lapse. A period of hospitalisation shall interrupt a period of leave.

(3) Leave that has to be taken in terms of paragraph (1) but cannot be granted for official reason shall not lapse, but shall be carried forward to the next cycle. Heads of business undertakings/units should personally ascertain the circumstances of such a case and if the non-granting of leave is justified, approval shall be granted that the leave may be carried forward. This step should be taken only in highly exceptional cases. An employee shall be informed in writing beforehand of the reason why compulsory leave cannot be granted within the particular leave cycle. Compulsory leave carried forward shall be granted within three months of the commencement of the next leave cycle. In addition, the employee shall take the compulsory leave accruing to him in the new leave cycle.

ACCUMULATION OF LEAVE -

62. A maximum of 90 days' leave may be accumulated. All accumulated leave in excess of 90 days, except leave an employee is compelled to take in terms of clause 61, shall be paid out at the end of the leave cycle.

BASIS FOR GRANTING LEAVE -

63. (1) A period of leave granted to an employee shall be inclusive of intervening Saturdays, Sundays and public holidays.

(2) For the purpose of this clause, "leave" shall include climatic leave.

(3) Leave shall be granted subject to the operating and business requirements and domestic circumstances within Transnet and an employee may be required to take leave at any time.

SICKNESS DURING LEAVE -

64. Sickness during any period of paid or unpaid leave shall not interrupt the period of leave sanctioned except in case of hospitalization, where only such period of hospitalization will be treated as sick leave. Therefore the period of leave shall expire before the provisions of clause 76 becomes applicable.

OVERGRANTING OF LEAVE -

65. In the event of leave being granted erroneously in excess of the amount permissible, authority may be granted for the excess to be deducted from any leave which may subsequently accrue.

RESUMPTION OF DUTY BEFORE EXPIRATION OF LEAVE -

66. An employee who has proceeded on authorised leave may not return to duty until the full period of such leave has expired, unless he receives permission to do so.

FAILURE TO REPORT FOR DUTY AFTER LEAVE HAS EXPIRED -

67. An employee who fails to report for duty immediately after the expiration of a period of authorized leave shall be deemed to have absented himself from duty without permission.

PAYMENT IN LIEU OF LEAVE AT RETIREMENT

68. (1) The value of all leave shall be paid out at retirement, except in cases where employees are dismissed as a result of a disciplinary infringement, where employees resign to avoid disciplinary steps and when employees abscond. Employees who retire from Transnet, except for the reasons mentioned above, shall take a pro rata part of their compulsory leave before retirement. If they fail to do so, the number of days for which payment is made shall be reduced accordingly.

(2) If an employee retires when reaching the normal retirement age or is dismissed owing to permanent ill-health or severe bodily injury on or date that coincides with the date on which leave becomes due to him, he will be unable to take the compulsory number of days's *pro rata* leave and the value of such leave may then be paid out to him. If, however, an employee retires on a date other than his normal retirement age, which does not coincide with the date on which leave accrues to him, the *pro rata* part of such leave which is not taken shall lapse.

(3) In the case of voluntary resignation, the leave which an employee is compelled to take may be used to cover all or part of the notice period. If compulsory leave cannot be granted, the provisions of clause 61 (3) shall apply. Should the head of the business unit agree that the part of the leave an employee is compelled to take cannot be granted, the value of such leave may also be paid out. Should the date of voluntary resignation coincide with the date on which leave accrues to the employee concerned, the compulsory leave shall lapse.

(4) The value of all leave to an employee's credit on the day of his death shall be paid out in accordance with clause 91 (2) to the widow/widower/dependent children/estate.

(5) For the purpose of this clause the value of leave shall be calculated on the salary of the employee plus any allowances that are regarded as salary.

LEAVE NOT TO BE GRANTED TO ENABLE AN EMPLOYEE TO EARN MONEY FROM A SOURCE OUTSIDE TRANSNET

69. Leave shall not be granted to enable an employee to transact business or to attend a meeting or conference for which payment is received by him from a source outside Transnet.

SPECIAL LEAVE

70. An employee may be granted special leave on full or partial pay, subject to such conditions as may be laid down.

CLIMATIC LEAVE

71. (1) An employee who has been resident and employed continuously for 12 months in an area which has been defined as a climatic area shall be granted six days paid climatic leave per annum.

(2) Climatic leave shall not be accumulated and shall be taken within 12 months after it has accrued to an employee. It follows, therefore, that an employee who earns climatic leave shall take such leave in addition to the leave he is compelled to take in terms of clause 61 (1), within the leave cycle following on that within which it has accrued. The period of continuity shall remain unchanged. This leave shall not be earned quarterly on a pro rata basis and shall accrue on completion of a leave cycle.

(3) Employees transferring on or after 1 July 1991 to a centre in a climatic region and employees joining the service on or after this date, shall not qualify for climatic leave, except those who are compelled, owing to reorganization, to transfer to such a centre.

LEAVE: FIRST-AID AND SPORTING COMPETITIONS

72. Special paid leave, not exceeding six days per annum, may be granted to an employee who is a member of a first-aid organization to attend first-aid competitions, and also to enable an employee to take part in approved inter-provincial sporting competitions of Transnet. If the distance to be covered necessitates a longer period, such longer period may be authorised.

SPECIAL LEAVE: DEFENCE DUTIES

73. (1) An employee who, in terms of the Defence Second Amendment Act, 1993 (Act No. 134 of 1993), is liable to perform military service shall be granted special leave and shall be paid civil emoluments under such conditions as may be determined from time to time.

(2) An employee who, after completion of his original compulsory military service, performs further compulsory military service for short periods shall be granted special leave to cover such periods of service and shall be paid his civil emoluments in respect thereof. He shall retain the pay he receives from the South African National Defence Force during such periods of special leave.

(3) Special leave, subject to such conditions in respect of payment as may be determined from time to time, may be granted to an employee who is called upon by competent authority to undertake compulsory—essential duties to meet circumstances arising from a state of unrest or expected unrest or for any other reason related to the safeguarding of the safety of South Africa.

UNPAID LEAVE

74. Unpaid leave may be granted to an employee subject to such conditions as may be determined. Any leave on full pay due in terms of this Agreement may be granted in conjunction with unpaid leave.

ADVANCES

75. An employee who has been granted leave for a period of two weeks or more may, with the approval of the officer authorizing such leave, be paid in advance an amount not exceeding his emoluments for the period of leave granted subject to the deductions from such advance of a pro rata amount of the deductions recoverable by means of his pay-voucher.

M. SICK LEAVE**GENERAL**

76. (1) Transnet shall grant an employee who is absent from work through incapacity 150 days sick days leave in the aggregate on full pay during each period of 36 consecutive months (hereinafter referred to as a sick leave cycle) for which the employee is employed in its service: Provided that during the first sick leave cycle of employment a new employee shall not be entitled to sick leave on full pay at a rate of more than one working-day in respect of each completed week of employment, but not exceeding 150 days.

(2) The amount paid in terms of subclause (1) to an employee in respect of a days sick leave on full pay, shall not be less than the salary payable in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.

(3) Transnet shall not be bound in terms of subclause (1) to pay an employee an amount in respect of any absence from work for a period covering more than two consecutive days, unless the employee produces a certificate signed by a medical practitioner stating the nature and duration of employees incapacity: Provided that if an employee has during any period of up to eight weeks received payment in terms of that subsection on two or more occasions without having produced such a certificate to his employer, his employer shall, during the period of eight weeks immediately succeeding the last such occasion, not be bound to pay the said amount to the employee in respect of any absence from work unless he produces such a certificate:

(4) For the purpose of this section—

(a) any period during which an employee—

(i) is on unpaid leave;

(ii) is on such sick leave by virtue of subclause (1);

(iii) is absent from work on the instruction or at the request of Transnet; or

(iv) is undergoing military training, amounting in the aggregate in any sick leave cycle to not more than 30 weeks in respect of the periods referred to in subparagraph (i), (ii) and (iii) plus 12 months of any period of military training referred to in subparagraph (iv) undergone in that sick leave cycle, shall be deemed to be employment with Transnet;

(b) "incapacity" shall mean inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct or participation in any form of professional sport: Provided that any inability to work caused by an accident or an occupational disease as defined in section 3 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), shall only be regarded as incapacity during any period in respect of which no compensation is payable in terms of the Act.

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

(6) If a medical practitioner certifies that it is necessary that an employee, who is liable to come into contact with any person suffering from an infectious or contagious disease should isolate himself from the risk of such infection or contagion, such employee shall comply with the directions of the medical practitioner. If an employee has already incurred the risk of infection or contagion and the medical practitioner considers that health precautions necessitate that such employee should absent himself from duty until it can be determined whether he has contracted the disease or not and certifies accordingly, the employee shall be allowed sick leave subject to the provisions of clause 76 (1) for such period as the medical practitioner requires to determine whether the employee has contracted the disease or not: Provided that if any employee fails to comply with any isolation conditions imposed by the medical practitioner, sick leave shall not be granted.

(7) Sick leave shall not be granted for periods of absence from South Africa except on special authority, and then only where a certificate is submitted that has been signed by two medical practitioners, recommending treatment by an expert or in a hospital outside the area stated.

(8) Sick leave in respect of absence from duty for recuperative purpose may be granted only after a specific illness, where a change, or special treatment not available at his home station, is essential for an employee's recovery. Sick leave shall not be granted in respect of an absence from duty where the covering medical certificate indicates that it is desirable for an employee to obtain a rest and/or change of residence for the purpose of general recuperation.

(9) Sick leave may be refused if the employee concerned unreasonably refuses or neglects to obtain or submit to adequate medical attention, or if the employee contravenes the provisions of paragraph (10) or (11) of this clause: Provided, however that in a case where the indiscretion takes the form of alcoholism or addiction to dependence-producing drugs, the following provisions shall apply:

- (a) On the first occasion after employment on which the employee is admitted voluntarily as an in- or out-patient to a recognised institution for the treatment of alcoholism or addiction to dependence-producing drugs, leave to his credit shall be used to cover the period of his stay in the institution and any necessary travelling time. Should there be insufficient leave to his credit, sick leave may be granted subject to the provisions of clause 76 (1). Periods of absence before admission to and after discharge from the institution, excluding travelling time, shall be treated as sickness absence without pay.
- (b) An employee whose admission to an institution referred to in subparagraph (a) is being arranged, shall be informed as fully as possible as to how it is proposed to pay him during the period of stay in the institution and for necessary travelling time.
- (c) Treatment received by an employee in an institution prior to employment shall not debar him from the benefits provided for in subparagraph (a).
- (d) Should the employee—
 - (i) refuse to undergo treatment in a recognized institution;
 - (ii) of his own colition, not complete the full period of treatment in such an institution as decided by the appropriate authority in the institution;
 - (iii) fail to co-operate fully during the period in the institution; or
 - (iv) be admitted to the institution for detoxification or "drying out" only;

leave standing to his credit shall not be granted and sick leave shall not be paid. The absence shall be treated as a sickness absence without pay.

- (e) On the second occasion after employment on which the employee is admitted to a recognised institution, the provisions set out above shall be applied again.
- (f) On the third and subsequent such occasions, no payment shall be made.
- (g) Should the employee be committed to an institution by a court, leave to his credit may be granted. Sick pay shall not, however, be payable even if the leave to his credit is insufficient.
- (h) Leave to the employee's credit and granted in terms of paragraph (a) or (e) shall be re-credited to him, up to a maximum equivalent to his annual sick leave accrual and limited to the sick leave standing to his credit, twelve months from the date of his admission to the institution: Provided that the regional officer in charge of Psychological Services certifies that he may be regarded as rehabilitated. This concession may be made only once.

(10) An employee who is certified as unfit for duty shall not absent himself from his residence without the consent of a medical practitioner unless there are urgent and necessary reason for doing so, the onus of proving which shall rest with him.

(11) An employee who is certified as unfit for duty shall not perform any work for or on behalf of another person outside Transnet, whether or not he is entitled to remuneration therefor. Nor shall he engage in any form of business or trade, whether on his own account or in association with any other person.

(12) Employees who contract venereal disease shall, provided they report to a medical practitioner at the earliest opportunity and submit themselves for treatment without delay, be eligible to receive sick leave in terms of this Agreement on production of a certificate issued by a medical practitioner.

(13) An employee stationed at an outlying point who is required to visit a specialist at a large centre, necessitating absence from his headquarters, shall be paid, for the duration of such absence, expenses at the rates laid down in clause 29. The expenses shall be paid only in respect of a visit to a specialist on account of the ill-health or physical disability of the employee himself and not in respect of any period of hospital treatment.

(14) The Trade Unions have the right to negotiate with local management on a possible extension of 150 days sick leave in a sick leave cycle in individual meritorious cases. If the parties agree to the extension, such extension will be granted.

(15) Both parties retain the right to renegotiate the sick leave provisions.

N. MATERNITY LEAVE

77. (1) A female employee, whether married or not, who has completed at least 12 months' uninterrupted service, shall qualify for 12 weeks' maternity leave (84 days, which includes Saturdays, Sundays and Public Holidays). Besides this, she may be granted an additional 14 weeks' holiday leave from that which may be standing to her credit and/or unpaid leave (total of six months) with retention of security of employment:

- (2) Payment for maternity leave shall be 33% of the fixed salary.
- (3) The service benefits of an employee granted maternity leave at 33% of her salary shall not be affected detrimentally. Unpaid leave may, however, have a detrimental effect on service benefits.
- (4) Maternity leave benefits are granted in terms of section 25 of the Basic Conditions of Employment Act.
- (5) Maternity leave can be taken at any time during pregnancy and shall not be limited to a specific period before or after the confinement.
- (6) A pregnant employee may, during the first seven months of her pregnancy, be released from duty half a day every four weeks without loss of salary to enable her to undergo prenatal examinations. During the last two 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.

O. WORKMEN'S COMPENSATION ✓

INJURY ON DUTY OR OCCUPATIONAL DISEASE

78. An employee who is injured on duty or who contracts an occupational disease shall report the injury or occupational disease to his supervisor immediately after it has occurred or being contracted or as soon thereafter as circumstances permit. The employee, his supervisor and witness, if any, shall complete the form provided for the purpose of reporting injuries or occupational diseases and the supervisor shall forward the completed forms, together with his own report, to the appropriate higher authority without delay.

PAYMENT DURING INCAPACITATION ✓

79. (1) Subject to the terms of paragraph (4), an employee shall be paid his salary during a period of disablement or employment owing to an accident or an industrial disease in respect of which liability has been accepted in terms of the compensation for Occupational Injuries and Diseases Act, 1993 (No. 130 of 1993).

(2) An employee who is injured on duty or how contracts an industrial disease while acting in a higher grade may, in respect of the period of his incapacitation, be paid such acting-in-higher-grade allowance as would have been payable to him for the period during which he would have acted in such higher grade, had he not been so injured or had he not contracted such occupational disease.

(3) Payment of salary made under the provisions of this clause or of sick pay made under the provisions of clause 76 shall include any compensation payable in respect of the same period of disablement for employment in terms of the Act referred to in paragraph (1).

(4) Where an employee is incapacitated for duty as the result of an accident arising out of and in the course of his employment but caused in circumstances which create a legal liability in some person other than Transnet to pay damages to such employee in respect thereof, there shall be paid to him such portion of his emoluments as represents the amount of the compensation for temporary total disablement payable to him in terms of the compensation for Occupational Injuries and Disease Act (No. 130 of 1993). He shall not be entitled to the balance of his salary but it may be paid to him, in which case it shall be regarded as an advance pending the outcome of any legal proceedings that may be instituted by him, or by Transnet on his behalf, against such other person for the recovery of damages for loss of income. If such proceedings are successful, the amount advanced to the employee as aforesaid shall be recovered from him to the extent to which it does not exceed such damage recovered from such other person. If, with the concurrence of Transnet, no such proceedings are ultimately instituted or if, having been commenced, they are abandoned with like concurrence or fail, the said amount shall not be recovered from the employee concerned.

P. GENERAL CONDITIONS

MERITORIOUS CONDUCT ✓

80. If an employee acts in a particular meritorious manner by preventing or minimizing the consequences of an accident, showing devotion to duty in trying or exceptional circumstances, saving life, or in any other manner renders exceptionally good service, the controlling officer shall forth-with report the circumstances to the head of his department, who shall, after due verification, cause particulars of such act to be recorded on the service record of the employee concerned and, where the circumstances seem to warrant further recognition, report the matter to the Managing Director.

RECOGNITION (GRANTS AND ALLOWANCE)

81. A grant may be made or a bonus or allowance given to an employees for special services, exemplary conduct on special occasions or the provision of appliances of any kind for more efficient working: Provided that such a grant, bonus or allowance shall not be made or given in conflict with any express provision of this Agreement.

ATTENDANCE OF OFFICIAL INQUIRIES, TESTS AND EXAMINATIONS ✓

82. (1) An employee who is required to attend an official inquiry shall do so in the performance and as part of his official duties under such conditions as to payment as may be determined from time to time.

(2) An employee undergoing any official test or examination shall, if the attendance can be arranged in his own time, undergo the test or examination in his own time without any additional payment, but otherwise payment shall be subject to such conditions as may be determined from time to time.

ATTENDANCE AT OFFICIAL CONFERENCES AND AT OFFICIAL BOARD AND OFFICIAL MEETINGS

83. An employee who attends an official conference as a delegate or who, as a member or alternate member of an official board or committee, attends a meeting of such board or committee or performs other duties arising out of his membership, shall perform such service as part of his official duties under such conditions as to payment as may be determined from time to time.

ATTENDANCE AT COURT SESSIONS

84. (1) An employee who receives a subpoena or other order to appear in a court of law as a witness shall report the fact to his supervisor immediately.

(2) Witness fees and matters in connection with an employee's attendance at court as a witness other than those provided for in this clause shall be dealt with in accordance with such instructions as may be issued from time to time.

(3) An employee, when attending a court as a witness, shall do so in the performance and as part of his official duties under such conditions as to payment as may be determined from time to time.

INSURANCE COVER

85. (1) (a) Employees who are members of aircrews and other employees who are required to carry out duties with in an aircraft or helicopter during flight, as well as employees who are required to travel by air in the course of their duties, shall be insured for such amounts and under such conditions as may be determined upon from time to time.

(b) An employee shall, if he dies or suffers permanent disablement in the course of his duties as a direct result of subversive, terrorist or politically inspired activities, or sabotage, or as a result of an act of violence of a criminal nature for such amounts and under such conditions as may be determined upon from time to time.

(c) An employee shall, if he dies or suffers permanent disablement outside his normal hours of duty as a direct result of subversive, terrorist or politically inspired activities, or sabotage, be insured for such amounts and under such conditions as may be determined from time to time: Provided that the attack on the employee resulted from his association with Transnet and that sufficient evidence is furnished that the activities leading to the death or disablement of the employee were in fact aimed at Transnet via the employee. Consideration will also be given to compensating the employee for any miscellaneous costs paid by him or that are due by him as a result of such an attack.

(d) (i) An employee shall be compensated on the basis of the Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), if he suffers permanent disablement arising from occurrences caused by activities of Transnet whilst staying overnight, outside his normal hours of duty, away from his home, due to the exigencies of the services: Provided that a claim for damages shall not be instituted against Transnet under common law, and provided further that the incident leading to such disablement shall not be attributable to negligence on the part of the employee: Provided further that the compensation mentioned shall not be payable if the Compensation Commissioner accepts liability.

(ii) If an employee dies in the above-mentioned circumstances his dependent or dependents, as defined by the aforementioned Act shall be compensated on the basis as specified in (i) above.

(2) The insurance in terms of paragraph (1) shall be paid in the following order of preference:

(a) To the widow or, in the case of a deceased female employee, to the widower;

(b) to the children, adopted children who have been legally adopted under the provisions of any Act relating to the adoption of children, or step-children, in equal shares;

(c) to the father and mother, in equal shares, or the surviving parent;

(d) to the brothers and sisters, in equal shares; or

(e) in the event of there being no relatives as enumerated in (a) to (d) and subject to the terms of paragraph (3), to the estate of the deceased.

In all cases mentioned in (b) and (d) payment shall be made only to persons who were dependent upon the deceased employee at the time of his death.

(3) For the purpose of the provisions of paragraph (2) the dependent mother of an illegitimate child of the deceased employee, or a dependent illegitimate child, or a dependent adopted child who has not been legally adopted, where there is no widow or legitimate child, shall have the same rights as a widow and a legitimate child respectively.

APPRENTICESHIP CONDITIONS (THEORETICAL TRAINING)

86. The conditions governing the theoretical training of apprentices shall be determined by the Transnet Training Board.

SUPPLY OF FOOD (TRAINMEN)

87. (1) An official in charge of a depot shall arrange for food to be supplied (or payment to be made therefor) sufficient for the journey or period—

- (a) when it is necessary for an employee booked on for station, standby, spare, depot or shunting duties of a trainman working a train, which necessitates his leaving his home depot;
- (b) when it is necessary for a trainman booked off at an out-station to work to a depot other than this home depot;
- (c) when the scheduled run of a trainman is extended to a point beyond that for which he was originally booked, resulting in his not being provided with sufficient food from his home for the extended journey;
- (d) when the actual run of a trainman booked to work a round trip is converted into a straight trip resulting in his not being provided with sufficient food for the straight trip;
- (e) when a trainman is called out at his home depot to work a trip at short notice (a period of three hours or less from the time the trainman is warned to the time he has to assume duty) and as a result thereof has had insufficient time to provide food for the trip; and
- (f) when a starting point of a trainman has been altered from the normal marshalling yard to another station, siding or yard in a direction opposite to that of the ultimate terminus, resulting in the employee not being provided with sufficient food from his home for the extended journey.

(2) The value of food supplied shall not be recovered and the supply of food or the payment therefor shall not interfere with the payment of booking-off expenses, if due. Relieving expenses shall not be granted.

CERTAIN PERIODS OF EMPLOYMENT TO BE DEEMED CONTINUOUS

88. Any period of employment of any employee—

- (a) under the South African Transport Services, of which Transnet is the successor;
- (b) under the Administration referred to in the Railway Board Act, 1962 (Act No. 73 of 1962);
- (c) in the public service of any South African Government of which the Government of the Republic is the successor; and
- (d) in any other service, to the extent that any portion of such employment is admitted for the pension purposes, shall, if uninterrupted, be deemed to be one period of continuous employment.

PERSONNEL ATTACHED TO THE SISHEN-SALDANHA BAY PROJECT

89. Transnet may, through collective bargaining, change the service conditions of personnel who, without a break in service, have been transferred from the South African Iron and Steel Industrial Corporation Limited to Transnet in consequence of the purchase of the Sishen-Saldanha Bay Project.

Q. PROMOTION —**GENERAL**

90. (1) Promotion from any position to a more highly graded position shall be made only if a vacancy exists in such more highly graded position and the work of the department in which such vacancy exists requires it to be filled.

(2) When a vacancy has to be filled by means of promotion and there is more than one candidate, first priority shall be given to the relative capabilities of the suitable candidates. If they prove to be equally efficient, their relative seniority shall be taken into account.

(3) An employee may be promoted provisionally for a limited period in order to test his suitability for the appointment to which he has been promoted, and if, at the end of the stipulated period, such employee is not retained in that appointment, he shall revert to his former grade.

(4) A candidate for appointment to the grade of pilot in Portnet shall be in possession of a recognized Certificate of Competency (Deck Officer) Class 1 or shall possess such other qualification as may be approved by Portnet.

(5) (a) A candidate for appointment as a First Officer in South African Airways shall be in possession of at least a commercial pilot's licence as prescribed in the Air Navigation Regulations.

(b) A pilot in the South African Airways who is a candidate for advancement to a pilot's grade higher than that of First Officer, shall be—

- (i) in possession of a valid airline transport pilot's licence as prescribed in the Air Navigation Regulations.

(6) An employee who receives promotion shall have his salary increased to the minimum salary for the grade to which he is promoted or to the lowest salary notch in the salary scale applicable to the higher grade that will afford a minimum incremental advancement of R240 per annum, subject to the maximum salary for the grade not being exceeded.

(7) An employee shall not be promoted to a higher grade unless he has passed such examination or test as may be considered necessary for the higher grade or unless such employee's qualifications and capabilities are considered to be adequate for that position.

(8) If the date on which an employee is promoted to a higher grade in terms of the provisions of any paragraph of this clause does not coincide with the commencement of the pay-month, his salary shall be increased from the first day of the pay-month in which he is promoted. The latter shall then become his annual incremental date, unless provided to the contrary in any instruction.

(9) The date of appointment as artisan of an employee who was appointed as an apprentice in the Republic on or after 1 July 1981 and who completed his initial period of military service in the S.A. Defence Force during his apprenticeship and passes a trade test after resumption of duty, shall be antedated by the number of days that his contract was extended as a result of his military service. The employee shall from the date thus determined be remunerated at the salary applicable to an artisan.

MANNER IN WHICH APPEALS RELATING TO PROMOTIONS SHALL BE SUBMITTED

91. (1) Employees who are of the opinion that they have been prejudice in so far as promotion is concerned and who wish to object shall lodge their appeals in writing within 15 working days, calculated from the date on which the promotion was published in the Management Notice, as follows:

(a) **Employees attached to Spoornet (Regions):**

Appeals shall be submitted to the Regional Manager or the Deputy Regional Manager where the appointment was made. The Regional Manager or Deputy Regional Manager shall have 10 working days, where possible, to reach a decision. Should the employee not be satisfied with the decision, he shall, within 10 working days, calculated from the date of receipt of the decision, submit a further appeal to the Chief Executive of Spoornet, who shall deal with the matter personally. The Chief Executive shall have 10 working days, where possible, to deal with the appeal. The decision of the latter official shall be final, except where an acknowledged trade union in appropriate circumstances declares a dispute regarding the matter. The dispute shall then be dealt with by means of either mediation or arbitration.

(b) **Employees of other business enterprises/units:**

The Regional Manager/Deputy Regional Manager shall be replaced by the officer occupying the highest line authority in the business enterprise/unit. The next appeal body in the business enterprise/unit shall be its member of the Management Board. This member shall have 10 working days, where possible, to deal with the appeal. The decision of this official shall be final, except where an acknowledge trade union, in appropriate circumstances, declares a dispute regarding the matter. The dispute shall then be dealt with by means of either mediation or arbitration.

(2) An appelland may in each instance request to supplement his case verbally and may be assisted by an employee of his choice or an officer of the trade union of which he is a member. The member of the Management Board may, however, in his discretion decide whether to allow the personal appearance. An employee who is on leave and who wishes to appear before the Regional Manager or the head of the business enterprise/unit or member of the Management Board shall be prepared, if so required, to appear in his own time, should the hearing take place during his period of leave.

(3) Each person who is authorised to deal with promotion appeals, shall be qualified to condone the failure of the employee to submit his appeal within the prescribed period, if in his opinion there are reasonable grounds for granting such indulgence.

(4) In the event of an appeal against an employee's appointment being upheld, the selection of such employee shall be nullified and the period during which he performed in the higher grade shall be regarded as a period of acting in higher grade.

VOLUNTARY REVERSION IN STATUS

92. Should an employee request to revert to a lower grade, he shall, if his request is acceded to, be required to accept, in writing, any adjustment in his salary and/or annual incremental date which may be necessary to ensure that his salary is not higher than it would have been and/or that his annual incremental date is no different from that which it would have been had he not been promoted.

R. CODE OF CONDUCT

[WHERE NON-COMPLIANCE WITH THE CODE OF CONDUCT RESULTS IN THE INSTITUTION OF DISCIPLINARY ACTION, SUCH ACTION SHALL BE DEALT WITH IN ACCORDANCE WITH APPENDIX A (DISCIPLINE).]

RESPONSIBILITIES OF EMPLOYEES

93. (1) An employee who is responsible for the work of other employees shall—

- (a) maintain order and discipline amongst the employees working under his control and ensure that they observe the fixed hours of duty;
- (b) give special attention to the efficient arrangement of the work and disposition of the employees under his control and exercise economy with regard to the methods of working and the number of employees employed;
- (c) be held responsible for the safe custody of stores and material issued to him or to the employees working under his control and for ensuring that surplus stores and material are returned to Promat promptly;

- (d) ensure that all employees under his control and supervision are supplied with copies of such rules and instructions as may be deemed necessary for the execution of their duties; and
 - (e) ensure that every facility is afforded at reasonable times to all employees under his control and supervision to read any rules and instructions which may be applicable to them.
- (2) Every employee shall be responsible for the proper and efficient discharge of the work allotted to him.
- (3) An employee—
- (a) shall obey all persons placed in authority over him and execute all lawful order given to him by competent authority;
 - (b) shall not be negligent or indolent in the execution of his duty;
 - (c) shall serve, at such place and in such capacity as competent authority may determine;
 - (d) shall, during his hours of duty, devote himself entirely to the interests of Transnet and the discharge of his official duties;
 - (e) shall not, during his hours of duty—
 - (i) without authority, leave his place of employment to attend to private business;
 - (ii) receive private visitors; or
 - (iii) otherwise devote his attention to private affairs;
 - (f) shall not absent himself from duty, alter his appointed hours of attendance, or exchange duty with any other employee, without authority;
 - (g) shall comply with the provisions of this Agreement and of any of Transnet's rules and instructions that may be in force from time to time;
 - (h) shall, in case of illness, within 24 hours where reasonably possible, report the circumstances to his supervisory officer or otherwise arrange for the circumstances to be so reported within the aforementioned period and arrange for the medical certificate covering his absence from duty to be submitted to his supervisory officer within 72 hours of the commencement of his absence from duty;
 - (i) shall promptly notify his supervisory officer of any change of address; and
 - (j) who marries, shall produce his marriage certificate within six months of the date of his marriage and shall thereafter promptly notify his supervisory officer should there be any change in his marital status.
- (4) (a) Every employee in the South African Airways who occupies an appointment the holder of which is required as a condition of his service to be in possession of an essential licence or licences issued under the provisions of the Air Navigation Regulations, shall, at his own expense renew such licence(s) from time to time as required by the provisions of the said Regulations.
- (b) An employee who is a member of an aircrew shall be required to submit himself to any medical examination which he may be called upon to submit himself to.

SMOKING

94. An employee shall adhere to any ban or instruction with regard to smoking that may be imposed by Transnet.

INTEMPERANCE

95. (1) While on duty an employee shall not have in his possession or bring or cause to bring into the premises of Transnet any alcoholic liquor or dependence-producing drug without the permission of Transnet.
- (2) An employee shall not be under the influence of alcoholic liquor or a drug having a narcotic effect while on duty or when reporting for or due to report for duty, neither shall he, while on duty, drink such liquor or use such drug unless it has been prescribed in writing by a doctor or dentist or habitually consume to excess any such alcoholic liquor or drug.
- (3) An employee employed in the South African Airways shall not, at any time, when in uniform consume alcoholic liquor in a public place.
- (4) An employee who is a member of an aircrew shall not drink alcoholic liquor or use a drug having a narcotic effect during the period of eight hours immediately preceding the time at which he is booked to assume duty.

GAMBLING

96. No employee shall allow or partake in betting, lotteries, raffles or any other kind of gambling on the premises of Transnet.

UNOFFICIAL ACTIVITIES

97. An employee shall not, without written permission—
- (a) perform or undertake to perform remunerative work outside Transnet;
 - (b) engage in trade, either directly or indirectly, for himself or others;
 - (c) perform work for himself or others on the premises of Transnet; or

- (d) employ employees of Transnet for private purpose during working hours, or permit such employment by others, whether or not it is intended that payment should be made for such service.

ACCEPTANCE OF GIFTS, ETC.

98. (1) No employee may in a direct or indirect way receive or obtain from someone else a gift or compensation or agree to the receipt thereof or try to obtain it, whether for himself or for another person, as an incentive or reward for the performance or negligence of the act with regard to the business or activities of Transnet or because he performed it or neglected to perform it or for the doing or withholding of a favour or disfavour from someone with regard to the business or activities of Transnet.

(2) No employee may, in a direct or indirect way, receive or obtain from someone else a gift or compensation or agree to the receipt thereof or try to obtain it, whether for himself or for another person, without the permission of Transnet.

OCCUPATION OF OFFICIAL QUARTERS

99. Should it be decided that it is necessary for an employee, owing to the nature of his duties, to reside in an official house, such employee shall occupy the quarters assigned to him.

SAFEGUARDING OF PROPERTY

100. An employee shall not convert to his own use any property or goods which are owned by or in the custody of Transnet; and any such property or goods shall not be removed by an employee from the premises of Transnet other than in the discharge of his official duties, unless he has first obtained written permission and a receipt for the value at which such property or goods assessed.

POLITICAL AND PUBLIC AFFAIRS

101. (1) An employee shall not, without the consent of Transnet—

- (a) publicly comment on the management or working or any other aspect of Transnet;
- (b) communicate with the public media (including TV and Radio) on political matters;
- (c) disclose any information concerning the affairs or the business of Transnet or its personnel, or show any official document or book to persons not employed by Transnet, unless he is required to do so in the course of his duty;
- (d) use for any purpose, other than for the discharge of his official duties, information gained by or conveyed to him through his connection with Transnet, notwithstanding that he does not disclose such information;
- (e) accept nomination for election to a municipal council, village management board, health committee, hospital board, school board, local board or other minor body, subject to the proviso that the employee's duties as a member of Transnet will not thereby be interfered with (subject to the exigencies of Transnet, unpaid leave or vacation leave, according to an employee's choice, that may be necessary may be allowed for the purpose of candidature subsequent to nomination and attendance at meetings of the council, board of committee); or
- (f) sign a requisition for candidates to stand for election to Parliament, nor shall he take an open active part in lectioneering either by public speaking or writing or serve on a committee having for its object the promotion prevention or, the return of any particular candidate to Parliament.

(2) Any employee seeking election to Parliament shall, simultaneously with the acceptance of nomination, tender a conditional resignation and, if elected, his resignation shall become effective on the date of his election. An employee accepting nomination shall be allowed such leave without pay as may be necessary in connection with his candidature subsequent to the date of nomination. Should he fail to be elected, he shall resume duty without a break in his service and the period of absence from duty shall be treated as leave without pay.

(3) An employee may attend public meetings held by candidates seeking election to Parliament, a regional service council or a municipal council and may vote at such meetings upon any resolutions submitted.

(4) An employee shall not affix or exhibit notices soliciting votes for any particular candidate or parliamentary or other elections on premises which are the property of or under control of Transnet or allow such notices to be exhibited. Memorials or addresses with a party object shall also not be exhibited or presented for signature within such premises.

(5) Canvassing in connection with parliamentary or other elections shall not be permitted on the premises of Transnet.

(6) An employee who has been transferred by Transnet from the place at which he is registered as a voter may, if suitable arrangements for the performance of his duties can be made, be granted special paid leave for a period not exceeding one day, and a free pass or free ticket for the purpose of proceeding to the place at which he is required as a voter and recording his vote, provided he cannot vote as an absent or special voter.

MEETINGS ON THE PREMISES OF TRANSNET

102. Meetings other than for the business of Transnet shall not be held on the premises of Transnet without permission.

PUBLICATION OF NOTICES

103. An employee shall not, without permission, exhibit a notice unconnected with the business of Transnet on or within premises under his control.

UNIFORMS AND OTHER EQUIPMENT

104. (1) An employee who is supplied with a uniform—
- (a) shall maintain it in good order during the period for which it has been issued;
 - (b) shall, when on duty, appear in a neat and clean uniform and wear it in accordance with the instructions of Transnet, with the badges properly exhibited; and
 - (c) shall not wear part of his uniform with other clothes.
- (2) Subject to the provisions of paragraph (3), an employee, when he is not on duty, shall be permitted to wear his uniform only—
- (a) when he is proceeding from his place of residence to take up duty;
 - (b) when he is proceeding to his place of residence after going off duty; and
 - (c) at any time at a centre away from his headquarters, provided that he is undertaking relief or special duty at that centre.
- (3) (a) When wearing his uniform, an employee shall not, without permission, enter a place of public entertainment or premises licenced to sell alcoholic liquor, unless he—
- (i) is required to do so in the course of his duty; or
 - (ii) required accommodation.
- (b) The provisions of subparagraph (a) shall be regarded as prohibiting entry to the bar of a recreation club of Transnet, but shall not restrict access to the other rooms of such club.
- (4) An employee shall not, without permission, dispose of uniform clothing during the period for which it has been issued.
- (5) In an article of uniform clothing or other equipment provided by Transnet is lost or damaged, a sum sufficient to supply another such article, or to repair the damage, may be recovered from the employee.
- (6) An employee who is supplied with articles of protective clothing and equipment to protect him against injury or harmful elements to which he may be exposed in the course of his work, shall use them at all times while he is employed on the specific work or process for which the protection is intended.

PROCEDURE TO BE FOLLOWED WHEN MAKING REPRESENTATIONS

105. (1) Except as otherwise specifically provided, every communication from an employee to superior authority shall be forwarded through his immediate supervisor.
- (2) An employee may not, directly or indirectly, cause or attempt to cause any person to interfere by solicitation or otherwise, in his own interest or in the interest of any other person, for purposes of an appointment, a promotion, a transfer or a preferment of any kind in Transnet, unless his legal duties require him to do so. Any person on whose behalf influence is solicited, if such solicitation takes place with such such person's knowledge or at his instigation, shall, notwithstanding the provisions of clause 96 (2), be disqualified for appointment, promotion, transfer or preferment in Transnet.

COMPLAINT OR REPORT AGAINST ANOTHER EMPLOYEE

106. An employee who has cause to complain of or to make a report against another employee shall make the complaint or report in writing to that employee's supervisory officer not later than fourteen days from the date on which the occurrence came to his notice.

THE ENGLISH VERSION TO APPLY

107. In the event of a discrepancy between the Afrikaans and English version of the Agreement, the English version will apply.

Signed at Johannesburg on this 6th day of August 1999.

C. H. BIGGS

Chairman

C. PAUL

Secretary

APPENDIX A**A. DISCIPLINE**

1. INTRODUCTION
2. OFFENCES
3. STEPS TO BE TAKEN
4. PROCEDURES (OFFENCES OF A LESS SERIOUS NATURE)
5. PROCEDURES (OFFENCES OF A SERIOUS NATURE)
6. DISCIPLINARY HEARING
7. SUSPENSION FROM DUTY
8. DISCIPLINARY APPEALS AND PROCEDURE FOR SUBMISSION OF APPEALS
9. STANDARDISED FORMS
10. TRANSITIONAL MEASURES
11. ADMINISTRATIVE PROCEDURES (SUSPENSION OF AN ACTION AFTER DISMISSAL)
12. APPEALS (GENERAL)
13. CONDONATION OF LATE APPEALS
14. EXPUNGEMENT OF DISCIPLINARY ACTIONS
15. PAY ARRANGEMENTS (DISCIPLINARY MATTERS)
16. CRIMINAL OFFENCES

A. DISCIPLINE**INTRODUCTION**

1. (1) Stringent demands are made on Transnet to render an effective service. This objective is pursued by the judicious use of people and material. In the pursuit of efficiency it is essential that the utilisation of manpower should be developed to the highest possible level. This requires the effective application of the principles of personnel management/labour relations—which will as far as possible ensure that human resources are utilised optimally. These techniques involve, among other things, the planning, organising and co-ordination of activities and directing of personnel, including positive motivation, effective communication, sound interpersonal relations and effective discipline. It is stressed that healthy discipline is a by-product of effective personnel management and labour relations. Poor discipline can be a symptom of ineffective personnel management/labour relations.

(2) The purpose of discipline is to obtain the co-operation and involvement of employees and, if necessary, to bring them back to the standard of conduct required by Transnet. To achieve this objective, it is imperative that the responsibility for disciplinary action should rest with the line managers.

(3) The success of the disciplinary system depends upon the sound judgement of the line managers concerned and the way in which they use their discretion within the framework and spirit of the code.

OFFENCES

2. (1) An employee shall be guilty of an offence and disciplinary action may be taken against him in accordance with this code if he—

- (a) contravenes or fails to comply with the law or instruction regulating his service or this Agreement or a general or specific instruction issued by a competent authority;
- (b) executes his duties in such a way as to be in conflict with the generally accepted practice; or
- (c) is guilty of an act or conduct which may be construed (according to the ordinary meaning of the expression) as misconduct on the part of the employee.

(2) A distinction may be made between an offence of a less serious nature and an offence of a serious nature. Offences of a less serious nature shall include but not be limited to the following:

- (a) Absence from duty without authority.
- (b) Reporting late for duty.
- (c) Leaving the place of work without authority.
- (d) Failure to report illness or to otherwise arrange for the circumstances to be reported to his immediate supervisor.
- (e) Disregarding a reasonable lawful order from a competent authority.

(3) The following may be considered to be offences of a serious nature, especially where damage is inflicted upon Transnet:

- (a) Theft.
- (b) Fraud.
- (c) Dishonesty.
- (d) Disregarding a reasonable lawful order from a competent authority.
- (e) Intoxication/being under the influence of drugs that have a narcotic effect while on duty.
- (f) Serious neglect of duty.
- (g) Assault.
- (h) Assuming a threatening attitude towards a fellow worker.

STEPS TO BE TAKEN

3. (1) The following steps may be taken in the case of offences of a less serious nature which are not recorded:
 - (a) A verbal warning; or
 - (b) a written warning that will be destroyed after the period of appeal.
- (2) The following steps may be taken in the case of offences of a serious nature, which are recorded:
 - (a) A verbal warning; or
 - (b) a written warning which will be valid for six months; or
 - (c) a serious written warning, which shall be valid for six months and in which it is made clear to the employee concerned that any further contravention may lead to dismissal; or
 - (d) if any of the actions mentioned above are unacceptable, the two parties may agree on a different course of action, on condition that such other action shall not constitute a fine; or
 - (e) dismissal as from the time and date on which the disciplinary action is verbally conveyed to him. (If the hearing, however, occurred in the absence of the employee, dismissal from the time and date upon which he has been informed of the disciplinary action in writing.)

PROCEDURES (OFFENCES OF A LESS SERIOUS NATURE)

4. (1) Controlling officers or their delegated subordinates shall, in the event of first offences, summarily dispose of such case by warning the employee concerned verbally.
 - (2) If an employee pays no attention to the verbal warning and again commits an offence, a written warning shall be issued to such an employee in which it shall be pertinently pointed out to him that he is exposing himself to more stringent action. Such a letter shall be signed by the employee's controlling officer in person and a copy shall be placed on his personnel file.
 - (3) Repeated offences may lead to more severe disciplinary action, as explained in clause 3.
 - (4) The procedures to be followed in such cases are explained in clause 5.

PROCEDURES (OFFENCES OF A SERIOUS NATURE)

5. (1) Where it is alleged or suspected that an employee has been guilty of a serious disciplinary infringement, the controlling officer or his delegated subordinate shall be informed of the circumstances.
 - (2) On receiving a complaint, the controlling officer or his delegated subordinate shall decide whether formal disciplinary proceedings should be instituted.
 - (3) If it is decided to institute formal disciplinary proceedings, the form in Annexure A shall be completed and a copy shall be supplied to the employee concerned and to the disciplinary officer immediately.
 - (4) The disciplinary officer shall inform the employee by means of the form in Annexure B that a hearing will be held and that provision has been made for the witnesses he wishes to call to attend the hearing. The hearing shall be held within a reasonable period of time.
 - (5) At a hearing an employee may be allowed to be assisted by a fellow worker who shall, if possible, be stationed at or near the place at which he is employed or where the hearing is being held, or by an officer of a recognised trade union of which he is a member. The employee's assistance may advise him and they may cross-examine the witnesses. He shall also be offered the opportunity to give evidence himself and/or to make a statement if he so desires.
 - (6) The disciplinary officer shall designate a presiding officer, who shall not be involved in the case, for the hearing.

DISCIPLINARY HEARING

6. (1) The presiding officer shall ensure that—
 - (a) Annexure B is completed correctly;
 - (b) the alleged offender understands the accusation(s) made against him;
 - (c) evidence is given as proof of the alleged offence;

- (d) the alleged offender is given the opportunity to state his case, to call witnesses and to cross-examine witnesses; and
- (e) an interpreter is available should a non-official language be used during the hearing.

(2) After all the evidence has been heard, the presiding officer shall decide whether or not the employee concerned is guilty of the alleged offence(s). Should the decision be one of guilty, the presiding officer shall immediately afford the offender an opportunity to present evidence in extenuation of his action. Thereafter the presiding officer, in consultation with the disciplinary officer, shall decide on the appropriate course of action and inform the offender verbally of such course of action immediately after the hearing. These proceedings shall be recorded in Annexure C. The offender shall also be notified of his right of appeal, or of the dispute mechanism at his disposal, whichever applies.

- (3) The presiding officer shall be responsible for keeping proper minutes on tape of the course of the hearing.
- (4) Should the circumstances justify it, a disciplinary hearing may proceed in the absence of the offender.

SUSPENSION FROM DUTY

7. (1) Controlling officers or their delegated subordinates may temporarily suspend an employee from duty pending the outcome of the hearing, but shall report the case to the disciplinary officer immediately. The disciplinary officer shall arrange for a hearing as soon as possible. Controlling officers may lift a suspension at their discretion.

(2) Under normal circumstances suspension may be exercised in cases where immediate and decisive action is required on the part of controlling officers or their delegated subordinates to maintain order in the work situation, for example in cases of—

- (a) refusal of duty;
- (b) failure to obey a lawful order from a competent authority;
- (c) assuming an insulting or threatening attitude towards a fellow worker;
- (d) assault of a fellow worker;
- (e) intoxication on duty;
- (f) the use of alcoholic liquor on duty;
- (g) being under the influence of dependence-producing drugs while on duty;
- (h) fraud, dishonesty, corruption or theft of official property or of goods in the custody of Transnet.

(3) Any period of suspension shall be with retention of salary.

(4) If it is considered that permission to an employee to continue with his duties will be to the detriment of Transnet (and not only on account of the fact that he has committed the alleged offences), the employee may temporarily be relieved of his duties and given other work to do in an existing vacancy or, if necessary, placed in a redundant capacity in his present rank, grade or class and at his present salary, until such time, as through the process of disciplinary action, it is decided whether he is guilty or not. If possible, such situations shall not last longer than thirty days.

DISCIPLINARY APPEALS AND PROCEDURE FOR SUBMISSION OF APPEALS

8. (1) (a) An employee who is found guilty of a disciplinary offence may appeal against such decision to his Regional Manager (Spoornet), Port Manager or Head of Department, except in the case of dismissal of a member of a trade union which is a party to the Transnet Bargaining Council, which shall be dealt with in accordance with the provisions of paragraph 2.

(b) A Regional Manager (Spoornet), Port Manager or Head of Department may delegate his appeal authority to an officer who is senior to the officer who was involved in the hearing. Such officer shall not be of a grade lower than salary group 109. The decision of the aforementioned officer shall be final. An employee shall, however, have the right to declare a dispute in terms of the constitution of the Transnet Bargaining Council.

(2) A member of a trade union which is a party to the Transnet Industrial Council and who is not satisfied with his dismissal (as disciplinary action) may declare a dispute in accordance with the constitution of the Transnet Bargaining Council within seven days.

PROCEDURE FOR SUBMISSION OF APPEALS

(3) (a) Notice of and reasons for appeal, in accordance with the provisions of paragraph (1), shall be given in writing to the presiding officer of the disciplinary hearing within seven days after the employee has been notified verbally of the decision according to which he has been found guilty, by completing and submitting the form in Annexure E, which shall be signed by the appellant in person.

(b) On receipt of an appeal in accordance with paragraph (1), the presiding officer shall forward the form in Annexure E to the disciplinary officer, who shall make the necessary arrangements for dealing with the appeal.

(c) When an appeal is dealt with by an officer mentioned in paragraph (1) (b), the appellant may request to appear personally and/or together with assistance before the officer dealing with the appeal. He may be assisted by an employee of his own choice, who, if possible, shall be stationed at or near the place where he is employed or where the hearing is being held, or by an officer of a recognised trade union of which he is a member.

(d) Notice of and reasons for the dispute in accordance with the provisions of paragraph (2) shall be referred to the Secretary of the Transnet Bargaining Council in writing within seven days after the employee has been verbally informed of the decision in terms of which he has been dismissed.

STANDARDISED FORMS

9. Annexures A to F of this Agreement contain standardised forms applicable to the disciplinary process.

TRANSITIONAL MEASURES

10. The appeal of an employee who was the subject of a disciplinary inquiry before 6 October 1991 and who is not satisfied with the decision, including an appeal that was not yet finalised on 6 October 1991, shall be finalised after 6 October 1991 in accordance with the relevant provisions of the Consolidated Service Conditions as applicable immediately prior to the aforementioned date.

ADMINISTRATIVE PROCEDURES (SUSPENSION OF AN ACTION AFTER DISMISSAL)

11. In a case where an employee is dismissed in terms of the provisions of clause 3 (2) (e), he is regarded as having been dismissed as from the time and the date when the decision is handed to him. In the case of an appeal in accordance with clause 8 (1), or a dispute in accordance with clause 8 (2), all administrative procedures shall be suspended pending the result of the appeal or dispute or, if he does not appeal or declare a dispute, for a period of seven days longer than the specified period stipulated in clauses 8 (3) (a) and (d). The aforementioned shall not restrict the provisions of clause 13.

APPEALS (GENERAL)

12. The decision of the officer mentioned in clause 8 (1) shall be deemed to be given at the time when the appellant is notified thereof.

CONDONATION OF LATE APPEALS

13. Any person empowered to deal with an appeal against an action of a disciplinary offence shall be competent to condone the failure of the appellant to submit his appeal within the relevant period specified, if in his opinion there are reasonable grounds for granting such indulgence.

EXPUNGEMENT OF DISCIPLINARY ACTIONS

14. (1) A recorded disciplinary action of a fine not exceeding fifty rand that was recorded in terms of clause 3 (2) (b) before 6 October 1991, shall be expunged from the record of service of an employee other than an apprentice, unless, within a period of five years from the date on which the offence was committed, a further offence is recorded against him.

(2) All actions recorded against an apprentice during the period of his apprenticeship shall be expunged from his record upon his appointment as an artisan.

PAY ARRANGEMENTS (DISCIPLINARY MATTERS)

15. (1) The attendance of any employee who may be required to give evidence on behalf of an employee who is charged shall, on application by the employee charged, be arranged, but if the employee who is charged desires to call a witness who is not an employee, he may do so at his own expense and by his own arrangement.

(2) (a) An employee assisting another employee at a hearing shall be paid for the period of his attendance at such hearing in terms of paragraph (3).

(b) The basis of payment shall be as follows:

TRAINMEN

A trainman shall be credited with time on the following basis:

- (i) Where no duty is performed on the day upon which attendance at the hearing takes place, ordinary time for the period of his attendance, subject to a minimum of half a day and a maximum of one day; and
- (ii) where, on the day upon which attendance at the hearing takes place, duty is performed, ordinary time for the period of his attendance, subject to a maximum of half a day.

ALL OTHER EMPLOYEES

An employee (other than a trainman) shall receive one day's pay in respect of his period of attendance at the hearing for each day on which he is so occupied.

(c) No compensation shall be paid to an employee attending to assist another employee at a hearing for loss of overtime, bonus work earnings or other special payments ordinarily earned by such employee.

(d) No travelling expenses shall be paid to any employee attending to assist another employee at a hearing.

(e) For the purpose of this paragraph, the expression "period of his attendance" shall include any time necessarily spent by an employee in travelling between his headquarters and the venue of the hearing, but no payment shall be made or time credited, as the case may be, for a Sunday or public holiday or a part of any such day, falling within the period of attendance, unless hearing proceedings occur on any such day.

(3) An employee assisting another employee at a hearing shall be paid for time necessarily spent at such a hearing or in travelling to and from the place or places at which such hearing is being held, on the basis set out in paragraph (2). No other expenses incurred in connection with the attendance of such employee shall be paid.

(4) An appellant, except a case of an action of dismissal, shall be paid for any time necessarily spent at the hearing of his appeal and for time taken in travelling to and from the place or places at which such appeal is heard.

CRIMINAL OFFENCES

16. (1) The fact that a civil or criminal case against an employee is pending or has been finalised shall not prevent steps being taken against such an employee. An employee who is prosecuted in this manner shall advise his supervisor of such prosecution in writing.

(2) A certified copy of the J15 indictment shall be conclusive proof that the employee has committed a criminal offence and a copy of the receipt of an admission of guilt shall likewise be conclusive proof that a criminal offence has been committed.

ANNEXURE A

ALLEGED OFFENCE OF A SERIOUS NATURE

Name Employee No.
 Grade Station/Depot

Alleged offence (including date, time and place):

Witnesses (if any):

Statement by officer instituting disciplinary proceedings:

Signature Grade Date

I take cognizance of the above-mentioned alleged offence that has been brought against me and that I must furnish particulars of witnesses I wish to call (if any) and of my assistance (if I wish to avail myself of assistance) within five days.

Signature Date

Should the alleged offender refuse to sign:

The alleged offender has been informed verbally of the alleged offence and that details of his assistance/witnesses (if any) must be furnished within five days.

Signature of witness Date

ANNEXURE B

Section I: Arrangements for disciplinary hearing

Name Employee No.
Grade Station/Depot

On account of the alleged offence, of which you have taken cognizance on, the hearing of the case will take place at (time) on (date) in (place).
Mr (grade), of (station/depot) will act as presiding officer.

Arrangements have been made for the following employees to attend the hearing as witnesses:

.....
.....
.....
.....
.....

Mr (grade), of (station/depot) will act as your assistance.

Signature Date
Disciplinary officer

Alleged offender informed of the hearing arrangements on (date).

Section II: Report on proceedings during disciplinary hearing (attach additional pages, if necessary).

Signature Signature.....
Disciplinary officer *Presiding officer*

Section III: Certificate

I/We declare voluntarily that I am/we are entirely satisfied with the way in which this hearing took place.

Signature: Alleged offender

Assistance

Signature of witness Date

ANNEXURE C

Section I: Outcome of hearing.

Alleged offender found guilty/Motivation for conviction:

Disciplinary action

Offender verbally informed of disciplinary action at (time) on (date).

Offender was also notified that the action will be recorded against him.

Signature
Disciplinary officer
Presiding officer
Designation.....

(Disciplinary action must also be confirmed in writing.)

Section II: Acknowledgement by offender

I have been verbally informed of particulars of the above-mentioned disciplinary action.

* I take cognizance that, should I not be satisfied with this decision, my appeal must be submitted within seven days.

* In the case of the dismissal of a member of a trade union which is a party to the Transnet Bargaining Council, a dispute may be declared within 21 days in accordance with the constitution of the Transnet Bargaining Council. (Such employee does not have the right of appeal.)

The 21 days must be calculated from the date from which the decision was communicated to me verbally.

Signature Date

(Should offender refuse to sign):

Statement by witness: Mr was verbally informed of the disciplinary action indicated above and of his right of appeal at (date) on(time) on (date).

Signature..... Date

* Delete whichever not applicable.

ANNEXURE D

WRITTEN CONFIRMATION OF ACTION

Name..... Employee No.
Grade Station/Depot
Date

With reference to the disciplinary hearing held on regarding the alleged offence concerning I find you guilty of the offence and I have decided to

This confirms that disciplinary action, which will be recorded against you and of which you were verbally informed on

You may, within seven days after you have been notified *verbally/* in writing of this action, appeal to against the decision. Should you avail yourself of your right of appeal, the form in Annexure E must be used for this purpose.

If you are a member of a trade union which is a party to the Transnet Bargaining Council and an action of dismissal has been meted out to you, you cannot make use of the aforementioned right of appeal, but you can declare a dispute in accordance with the constitution of the Transnet Bargaining Council. Such dispute shall be referred to the Secretary of the Transnet Bargaining Council in writing within 21 days.

Presiding officer

*Delete what is not applicable.

ANNEXURE E

APPEAL TO HEAD OF DEPARTMENT

Name..... Employee No.
Grade Station/Depot
Date

I hereby appeal against the disciplinary action taken against me on (date on which employee was verbally informed of action indicated in Annexure C).

My reasons for appeal are as follows (attach additional pages, if necessary):

Signature or thumb-print of appellant (must be signed by him personally)

Signature of witness (in case of thumb-print)

Appeal submitted on..... Signature

Supervisory officer

Office stamp:

Remarks: If the appeal is not submitted within the specified period, reasons for the late submission thereof must also be furnished.

Appellant may request to appear personally together with assistance before the officer dealing with the appeal.

If an appellant wishes to appeal, he may also request that copies of the hearing proceedings (Annexures B and C be made available to him.

APPENDIX B

B. GRIEVANCE PROCEDURE

1. GENERAL
2. STEPS IN THE APPLICATION OF THE PROCEDURE
3. LATE SUBMISSION OF REPRESENTATIONS
4. STANDARDISED FORMS

GRIEVANCE PROCEDURE

GENERAL

1. (a) It is in the interest of Management as well as the employee that grievance should be dealt with and settled in an orderly and systematic manner. It is also important that grievances, whether of group or individual nature, be resolved as promptly as possible and at the lowest possible level.

(b) The primary object of the grievance procedure is to provide the employee with an effective channel through which he can address a grievance to more than one level of management.

(c) For the purposes of this clause "a grievance" means any dissatisfaction or feeling of unfair practice or working condition experience by an employee or a group of identified employees working under the same management authority and relating to his/their service situation, but does not include the following:

- (i) A disciplinary decision or disciplinary action in any individual case.
- (ii) The filling of a vacancy in terms of the promotions system.
- (iii) Any matter that, as an acquisition of a new right, is open to collective bargaining within the prevailing negotiating system of Transnet.

(d) For the purposes of this clause, a reference to the "employee"; in the singular includes the plural, subject to the definition of "a grievance" in subparagraph (c).

(e) An employee who addresses written representations in accordance with clause 2 (a), (b) and (c), shall have the right to furnish a supplementary verbal explanation. An employee who addresses written representations in accordance with clause 2 (d) may be permitted to furnish a supplementary verbal explanation. In the aforementioned instances, he may be assisted by an employee of his choice, who, if possible, shall be stationed at or near the place where he is employed, or by an officer of a recognised trade union of which he is a member.

(f) Should the level of the employee concerned or, in the case of a group of identified employees, the joint management authority justify it, one or more of the steps set out in clause (2) may be omitted, with retention of the rest of the procedure.

STEPS IN THE APPLICATION OF THE PROCEDURE

2. (a) An employee who wishes to raise a grievance shall, where possible, submit written representations to his immediate senior officer within three days after the date on which the matter with which he is dissatisfied, came to his attention by the completion of section 1 of the form in Annexure G, which shall be signed in person by the said employee, and by submitting it. His immediate senior shall, where reasonably possible, deal with the representations and take a decision concerning the matter within three days. Hereafter he shall complete section 2 of the form in Annexure G and notify the employee accordingly by providing him with a copy of the form in Annexure G.

(b) Should the employee not be satisfied with the decision of his immediate senior, he may address further representations through the official channels to the next senior officer within four days by the completion of section 1 of the form in Annexure H, which shall be signed in person by the said employee and by submitting it. The next senior officer shall, where reasonably possible, deal with the representations and take a decision concerning the matter within four days. Hereafter he shall complete section 2 of the form in Annexure H and notify the employee accordingly by providing him with a copy of the form in Annexure H.

(c) Should the employee not be satisfied with the decision of the next senior officer, he may address further representations through the official channels to his Regional Manager (Spoonet), Port Manager, head of business unit or their immediate delegated subordinates within six days by the completion of section 1 of the form in Annexure J, which shall be signed in person by the said employee, and by submitting it. The person concerned shall, where reasonably possible, deal with the representations and take a decision concerning the matter within six days. Hereafter he shall complete section 2 of the form in Annexure J and notify the employee accordingly by providing him with a copy of the form in Annexure J.

(d) Should the employee not be satisfied with the decision of the person named in paragraph (c) or should, in the case of the employee concerned, no such person hold a position of authority over him, he may address further representations within ten days, according to circumstances, to the head of the business unit where he works or to the member of the Management Board who controls the business unit where he works. Such further representation shall be submitted through the official channels by the completion of section 1 of the form in Annexure K, which shall be signed in person by the said employee and by submitting it. The head of the business unit concerned or the member of the Management Board concerned, shall deal with the representations and decide on it, where reasonably possible, within 10 days. Hereafter he shall complete section 2 of the form in Annexure K and notify the employee accordingly by providing him with a copy of the form in Annexure K.

(e) The decision of the person named in paragraph (d) shall be final, except when a recognised trade union, in appropriate circumstances, for the sake of its member wishes to take the matter further by means of the existing dispute procedures.

LATE SUBMISSION OF REPRESENTATIONS

3. Each person who is authorised to deal with representations on grievances shall be qualified to condone the failure of the employee to submit his representation within the specified period if in his opinion there are reasonable grounds for granting such indulgence.

STANDARDISED FORMS

4. Annexures G, H, J and K to this Agreement contain standardised forms with regard to the grievance procedure.

ANNEXURE G

GRIEVANCE FORM

SECTION 1

Name..... Employee Number

Grade Station/Depot

Date

Nature of grievance:

Solution required:

Signature or thumb-print of employee (must be signed by him personally)

Signature of assistance or, if no assistance, signature of witness to thumbprint

SECTION 2

With reference to your representation which was submitted on (date), my decision is as follows:

The motivation for this decision is:

If you are not satisfied with this decision, you can address further representations to within four days of receipt hereof, by completing section 1 of the form in Annexure H and submitting it to him.

Signature of immediate senior officer
Designation
Date

Employee notified on (date).

**ANNEXURE H
GRIEVANCE FORM**

SECTION 1

Name Employee Number
Grade Station/Depot
Date

I am not satisfied with the decision of, dated and hereby request that the case be referred to the next senior officer.

Nature of grievance:

Solution required:

Signature or thumb-print of employee (must be signed by him personally)

Signature of assistance or, if no assistance, signature of witness to thumbprint

Further representations submitted on..... Signature.....

Controlling officer

SECTION 2

Decision on grievance:

Motivation:

If you are not satisfied with this decision, you can address further representations to within six days of receipt hereof, by completing section 1 of the form in Annexure J and submitting it through the official channels.

Signature of next senior officer

Designation

Date

Employee notified on (date).

ANNEXURE J
GRIEVANCE FORM

SECTION 1

Name

Employee Number

Grade

Station/Depot

Date

I am not satisfied with the decision of, dated and hereby request that the case be referred to

Nature of grievance:

Solution required:

Signature or thumb-print of employee (must be signed by him personally)

Signature of assistance or, if no assistance, signature of witness to thumbprint

Further representations submitted on.....

Signature.....

Controlling officer

SECTION 2

Decision on grievance:

Motivation:

If you are not satisfied with this decision, you can address further representations to within 10 days of receipt hereof, by completing section 1 of the form in Annexure K and submitting it through the official channels.

Signature of next senior officer

Designation

Date

Employee notified on (date).

**ANNEXURE K
GRIEVANCE FORM**

SECTION 1

Name..... Employee No.

Grade Station/Depot

Date

I am not satisfied with the decision of.....
....., dated....., and hereby request
that the case be referred to

Nature of grievance:

Solution required:

Signature or thumb-print of employee (must be signed by him personally)

Signature of assistance or, if no assistance, signature of witness to thumb-print

Further representations submitted on..... Signature

Controlling officer

SECTION 2

Decision on grievance:

Motivation:

Signature

Date

Employee notified on(date).

CONTENTS

INHOUD

No.	Page No. Gazette No.	No.	Bladsy No. Koerant No.
GOVERNMENT NOTICE		GOEWERMENTSKENNISGEWING	
Labour, Department of		Arbeid, Departement van	
<i>Government Notice</i>		<i>Goewermentskennisgewing</i>	
R. 1488	Labour Relations Act (66/1995): Transnet Bargaining Council: Extension of Collective Agreement to Non-parties 2 20719	R. 1488	Wet op Arbeidsverhoudinge (66/1995): Transnet Bedingsraad: Uitbreiding van Kollektiewe Ooreenkoms na Nie-partye 2 20719