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TRANSNET



**COLLECTIVE AGREEMENT OF THE MAIN CHAMBER OF THE TRANSNET  
BARGAINING COUNCIL**

**Entered into between**

**TRANSNET LIMITED  
("TRANSNET")**

**AND**

**SOUTH AFRICAN TRANSPORT AND  
ALLIED WORKERS' UNION  
("SATAWU")**

**AND**

**UNITED TRANSPORT AND  
ALLIED TRADE UNION  
("UTATU")**

**IN RESPECT OF TERMS AND CONDITIONS OF EMPLOYMENT FOR THE FINANCIAL  
YEAR 2008/09**

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## **1 PURPOSE AND SCOPE**

- 1.1 The purpose of this agreement is to record the wage agreement for bargaining unit employees in Transnet Limited reached for the financial year 1 April 2008 to 31 March 2009.
- 1.2 The parties agree to extend the conditions of this agreement to non-parties to this agreement.
- 1.3 This agreement amends the terms and conditions of employment of bargaining unit employees in Transnet and supersedes existing agreements on the issues covered in this agreement.
- 1.4 This agreement will be implemented on 1 April 2008.
- 1.5 Employees will receive their salary increase backdated to 1 April 2008, in their May 2008 pay packets.

## **2 PARTIES TO THE AGREEMENT**

The parties to this agreement are:

- 2.1 Transnet Limited ("Transnet") having its head office at the Carlton Centre, 150 Commissioner Street, Johannesburg, and including its Operating Divisions: the Corporate Centre (including Transnet Projects, Transnet Properties); Transnet National Ports Authority; Transnet Pipelines; Transnet Port Terminals; Transnet Freight Rail and Transnet Rail Engineering;
- 2.2 South African Transport and Allied Workers Union ("SATAWU"); and
- 2.3 United Transport and Allied Trade Union ("UTATU").

## **3 WAGES**

- 3.1 The basic pensionable salary of Transnet employees falling within the bargaining unit will be increased by an across the board increase of ten percent (10%).

#### **4 HOME OWNERSHIP ALLOWANCE ("HOA")**

4.1 HOA will increase by the across the board increase of ten percent (10%) subject to the following minima and maxima payable:

<b>Operating Division</b>	<b>Minima</b>	<b>Maxima</b>
Transnet Freight Rail	R550	R930
Transnet Rail Engineering	R550	R930
Transnet Port Terminals	R607.38	R930
Transnet National Ports Authority	R559	R930
Transnet Pipelines	R682.63	R1 139.50
Transnet Projects	R550	R937
Transnet Corporate Centre, including Transnet Properties	R550	R930

#### **5 TRANSMED SUBSIDY**

5.1 The Transmed subsidy will increase by the across the board increase of ten percent (10%) subject to the following minima and maxima payable:

<b>Operating Division</b>	<b>Minima</b>	<b>Maxima</b>
Transnet Freight Rail	R370	R1 170
Transnet Rail Engineering	R370	R1 170
Transnet Port Terminals	R435	R1 170
Transnet National Ports Authority	R424.63	R1 170
Transnet Pipelines	R655	R1 365
Transnet Projects	R512.78	R1 213.68
Transnet Corporate Centre, including Transnet Properties	R370	R1 170

#### **6 STANDBY ALLOWANCE**

The following standby allowances will be paid:

- 6.1 In Transnet Freight Rail, Transnet Rail Engineering, Transnet Corporate Office (including Transnet Projects, Transnet Properties) a standby allowance of R3.50 per hour;
- 6.2 In Transnet Port Terminals a standby allowance of R57.55 per shift;
- 6.3 In Transnet National Ports Authority a standby allowance of R47.25 per shift; and
- 6.4 In Transnet Pipelines a standby allowance of R42.18 per shift.

#### **7 SHIFT ALLOWANCE**

The following shift allowances will be paid:

- 7.1 In Transnet Freight Rail, Transnet Rail Engineering, Transnet Corporate Office (including Transnet Projects, Transnet Properties) a shift allowance of R5.50 per hour;

- 7.2 In Transnet Port Terminals a shift allowance of R6.40 per hour;
- 7.3 In Transnet National Ports Authority a shift allowance of R6.80 per hour; and
- 7.4 In Transnet Pipelines the existing formula applicable to shift allowance will continue to apply.

## **8 NON-PENSIONABLE ALLOWANCES**

- 8.1 There will be no increase in the non-pensionable allowances.
- 8.2 In Transnet Corporate Centre those employees who still receive an attendance allowance will have this allowance incorporated into their existing non-pensionable allowance.

## **9 MATERNITY**

- 9.1 Female employees who qualify for paid maternity leave (i.e. those with at least twelve (12) months uninterrupted service) will be entitled to the equivalent of two (2) months maternity leave at full pay (60 calendar days which includes Saturdays, Sundays and public holidays), which payment:
  - 9.1.1 may be structured by agreement between the employee and the local HR office, to ensure proportional monthly payments to cover a percentage of the employees' salary for the full period of absence;
  - 9.1.2 must be structured according to the maternity leave policy in each Operating Division.
- 9.2 The employee may utilise annual leave to extend the maternity leave period.
- 9.3 An employee who has not completed at least twelve (12) months uninterrupted service will qualify for up to six (6) months unpaid maternity leave, except in Transnet Freight Rail where the employee will qualify for up to four (4) months unpaid maternity leave.
- 9.4 The parties agree to set up a task team under the auspices of the Transnet Bargaining Council to address the administration (eg: retaining qualifications, UIF payments etc) of maternity leave in the Operating Divisions.

## **10 DISABILITY**

- 10.1 The parties agree that the Employment Equity task team of the Strategic Leadership Forum will engage in a process to develop a disability policy that provides clear guidelines on the principles and processes to support the reasonable accommodation of employees with physical disabilities.

## **11 DISPUTE RESOLUTION**

- 11.1 This agreement settles all demands and counter demands, whether agreed to or not, made by the parties during the wage negotiations in respect of wages for the year 1

April 2008 to 31 March 2009 and constitutes the entire agreement between the parties. This agreement may only be altered or varied in writing.

- 11.2 None of the parties shall seek a review of wages or any term and condition of employment during the currency of this agreement nor shall it entitle any of the parties to institute a strike or a lockout in support of such dispute.
- 11.3 Any dispute regarding the interpretation or application of this agreement will be referred to the Transnet Bargaining Council.

SIGNED AND DATED AT JOHANNESBURG on this 12<sup>th</sup> day of May 2008.

WITNESSES:

1.

A. Woste

2.

K. Koen

  
For and on behalf of **TRANSNET LIMITED**

SIGNED AND DATED AT JOHANNESBURG on this 12<sup>th</sup> day of MAY 2008.

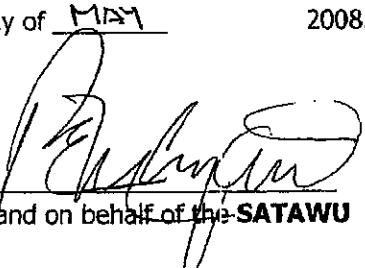
WITNESSES:

3.

J. Gouws

4.

B. Joubert

  
For and on behalf of the **SATAWU**

SIGNED AND DATED AT JOHANNESBURG on this 12<sup>th</sup> day of MAY 2008.

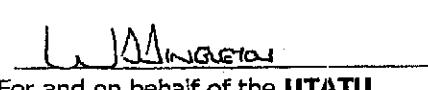
WITNESSES:

5.

J. Scumbi

6.

J. J. Mngqubela

  
For and on behalf of the **UTATU**