# RECOGNITION AND PROCEDURAL

# **AGREEMENT**

### Between

Bombela Maintenance (Proprietary) Limited.

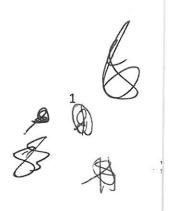
Company Registration Number 2005/044536/07

(Hereinafter referred to as "the Company")

And

## **UTATU SARWHU**

(Hereinafter referred to as "the Union")



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### 1. Preamble

- 1.1 The Company is responsible for the maintenance of the Gautrain limited to rolling stock and wayside maintenance in the Republic of South Africa.
- 1.2 The Union is registered as a Trade Union in accordance with the Labour Relations Act, Act 66 of 1995 as amended ("the Act")
- 1.3 The Company and the Union respectively are desirous of regulating their relationship and all matters incidental thereto, on the terms set out herein.

### 2. Definitions

- 2.1 In this Agreement unless the context indicates otherwise the following words and phrases shall mean:
- 2.1.1 "Act" the Labour relations Act (LRA), Act 66 of 1995, as amended:
- 2.1.2 "Company" Bombela Maintenance (Propriety) Limited, herein after referred to as "BMC".
- 2.1.3 "Dispute a difference of opinion which results in a deadlock between the parties after following the agreed procedures and practices contained in this Agreement;
- 2.1.4 "Effective Date" the date of signature of this Agreement;
- 2.1.5 "Employee" each person who is employed by or who is working for the Company and is receiving or entitled to receive any remuneration including Permanent and Fixed Term Contract.
- 2.1.6 "Industrial Action" includes any action without limiting the generality thereof a strike and lockout as defined in the Act;
- 2.1.7 "Premises" the business premises of the Company;
- 2.1.8 Trade Union Representative (TUR) a TUR elected in terms of this Agreement, also known as a Shop Steward.
- 2.1.9 "Sufficiently representative" means a Union which has thirty percent (30%) of the employees within the Company bargaining unit as members of the Union as proved by stop orders;
- 2.1.10 "Union" UTATU SARWHU
- 2.1.11 "Union member" an employee who has made an application for membership of the Union and whose application has been accepted by the Union and who is in good standing with the Union; includes both permanent and fixed term contract employees







- 2.1.12 "Union Official" an employee of the Union;
- 2.1.13 "Bargaining Unit" Employees of the Company subscribing to the union (Union Members) in bands B and C including both permanent and fixed term employees.
- 2.1.14 "Bargaining Forum" A body of persons, comprising of the representatives of both management and trade union/s by agreement will come together to negotiate and conclude an agreement.
- 2.1.15 "Day" any day, other than Saturday and Sunday or a Public Holiday;
- 2.1.16 "Majority Union" A Union which has 50% +1 membership of all employees as per 2.1.5 in the Company as proved by stop orders;
- 2.1.17 "Parties" the Company and the Union.
- 2.1.18 "Constitution" means the current constitution of the Union;
- 2.1.19 "Shop Steward" means a member of the Union duly elected and recognized as a representative of employees in the bargaining unit. May also be referred to as a Trade Union representative;
- 2.1.20 "Workplace" means the place where employees of the Company ordinarily report for work.

### 3. General Principles

The parties declare their commitment to:

- 3.1 Freedom of association the right of an employee to join a Union and participate in its activities, and the right of the employer to join an employers' association and participate in its activities, in terms of LRA. The freedom of association incorporates the right to join a trade union or an employer's organization.
- 3.2 Equal opportunities providing equal opportunities to all employees, subject to the Company employment equity policy if any and as amended from time to time and any relevant legislation.
- 3.3 Non-discrimination eliminating any workplace practices which unfairly discriminate on grounds of race, gender, sexual orientation, religion, pregnancy, colour, ethnicity, social origin, age, disability, culture or language.
- 3.4 The Company's long-term sustainability as a world-class maintenance company– that maintains safety standards, respects the environment, recognizes the dignity of workers and endeavors to bring about long-term certainty and stability of employment.





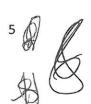
# 4. Objectives

- 4.1 The parties recognize and appreciate that sound and equitable industrial relations and practices are essential for the promotion of goodwill and the economic and general wellbeing of employees and the short and long term success of the Company's business;
- 4.2 In sharing these objectives, the parties, by this agreement, believe that it is in the best interests of the Company and its employees to create a framework in order to regulate the relations between the Company and its employees.
- 4.3 Accordingly and with effect from the date of signature of this agreement by the Company, the Company recognizes the Union as the representative of its members employed in the Company in relation to the provisions of this agreement.
- 4.4 The parties will accordingly seek to establish a constructive and co-operative relationship and to this end record that they shall observe all the procedures set out in the Act and in this agreement and that they shall at all times act in good faith towards each other.

### 5. Shop Steward Numbers and Elections

- 5.1 The Union while representing a majority of the employees of the Bargaining Unit shall be entitled to have the number of Shop Stewards that the LRA prescribes.
- 5.2 The election of Shop Stewards will take place in accordance with the Union's constitution and with the minimum disruption to the Company's operations.
- 5.3 Where and when a duly elected Shop Steward vacates their position for any reason.
- 5.3.1 By-elections may take place to fill the vacant Shop Steward position, provided that:
- 5.3.1.1 The total Shop Steward numbers are less than the stipulated number in terms of the LRA.
- 5.3.1.2 The HR Manager has, at least seven (7) days in advance, confirmed in writing that the Union is entitled to hold a by-election and to fill the vacated Shop Steward position, after being notified by the Union.
- 5.3.2 The company will recognize the appointed Shop Stewards based on the guidelines of the LRA



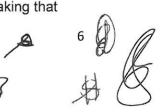


- 5.3.3 Within seven (7) days after an election, the Union will notify the Company in writing of the names of those elected and confirm with the Company that clause 5.5 apply before the appointments are made.
- 5.4 A member of the Union employed by the Company shall only stand for election as a Shop Steward if their job grade is within the Bargaining Unit.
- 5.5 Should there be a possibility of conflict of interest between the position the employee fills and the requirements of the shop steward role, the individual will not be appointed as elected shop steward.

# 6. Shop Stewards' Responsibilities

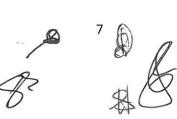
- 6.1 The Company recognizes the rights of duly elected Shop Stewards.
- 6.2 The parties further recognize the following rights and duties of a duly elected Shop Stewards to perform the following functions without loss of pay (including any shift allowances, or benefits), or fear of victimization:
- 6.2.1 Represent members who are Company employees and form part of the Bargaining Unit in any grievance or disciplinary proceedings in terms of the relevant Company policies and procedures;
- 6.2.2 Attend meetings with Management by Agreement.
- 6.2.3 Monitor the Company's compliance with employment-related legislation and binding collective Agreements, and to report any alleged contraventions to the HR Sub Committee.
- 6.2.4 Perform other functions agreed to between the Company and the signatory Union;
- 6.2.5 Represent the interests of Union members by effectively and responsibly liaising between Union members and Management, with the purpose of promoting harmonious labour relations;
- 6.2.6 Promote co-operation and understanding in order to prevent grievances and disputes;
- Disseminate relevant information effectively, responsibly and timeously to Union Members:
- 6.2.8 Actively promote and ensure effective implementation of and strict compliance by Union Members with the terms and conditions of any Agreements or undertakings reached between the Union and the Company and abide by any undertaking that





- may be required by the Company regarding confidentiality or the non-disclosure of sensitive or confidential information:
- 6.2.9 To be available upon reasonable notice to attend any meetings the Company deems necessary in relation to the fulfillment of their duties unless they are prevented from doing so for good reason;
- 6.2.10 To be released by their immediate Manager when reasonably required to attend any meeting agreed with Management;
- 6.2.11 To co-operate with the Company to ensure compliance with this Agreement;
- 6.2.12 To take reasonable steps to prevent, discourage and stop any un-procedural action by Union Members by disseminating accurate information and counseling employees to use the Company's grievance or dispute resolution procedures.
- 6.3 Shop Stewards are employees of the Company and are subject to its Policies and Procedures, Rules and the Act. The Company undertakes to notify the relevant Union if it intends taking disciplinary action against a Shop Steward.
- 6.4 Shop Stewards must obtain approval from their Line Manager in respect of the following:
- 6.4.1 Attendance at work and meetings with Management;
- 6.4.2 Attending to any member issues (including grievance and disciplinary matters);
- 6.4.3 Safety and Health issues
- 6.4.4 Use of company equipment as detailed in paragraph 7.7 (where permitted);
- 6.4.5 Trade Union related training and development; and
- 6.4.6 Administering and adhering to the provisions of this Agreement.
- 6.5 Shop Stewards must not:
- 6.5.1 Interfere with employees in the performance of their duties and the carrying out of lawful instructions.
- 6.5.2 Give instructions to employees or countermand any lawful instruction given to any employee by their manager concerning the performance of their work;



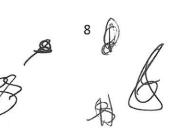


- 6.5.3 Encourage any employee to participate in unprotected industrial action; or
- 6.5.4 Refuse a reasonable request to attend a meeting

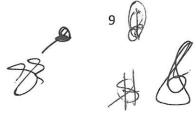
### 7. Shop Steward Rights and Facilities

- 7.1 Shop Stewards are entitled to a maximum of five (5) working days paid leave per year to attend to Union business or Union training provided that prior written authorization is given to the Shop Steward by the Company. The relevant Shop Steward should apply for the required leave 30 days before the time. The above is subject to the fact that the business operations shall not be affected by any such leave.
- 7.2 Shop Stewards who attend training courses accredited by a SETA will submit proof of such training to the Company for purposes of the Company claiming in terms of its workplace skills plan. The cost of such training shall not be covered by the Company.
- 7.3 Subject to obtaining prior permission from their line manager (which should not be unreasonably withheld), Shop Stewards may request reasonable time off (without loss of pay) should they need to attend to their responsibilities. Reasonable paid time off shall be determined by the operational requirements of the business.
- 7.4 Shop Stewards will caucus outside of working hours before any scheduled meeting with management.
- 7.5 Report back meetings with members shall take place outside of working hours, unless management grants permission for such to take place during working hours. No report back meetings may interfere with the normal operations of the business in any way.
- 7.6 Shop Stewards are entitled to meet with their members outside of normal working hours on company premises, provided they notify Management, and provided business operations are not disrupted.
- 7.7 Management will grant Shop Stewards reasonable access to telephones, fax machines, emails and photocopiers for purpose relating to their Shop Steward duties provided the Shop Stewards keep a proper record of use of these facilities. In the event of these facilities being abused or used for purposes not related to the Union and its members employed by the Company, the Company will be entitled to decline access to its telephones, fax machines, emails and photocopiers. In addition the Company shall provide space on Company notice boards used for purposes of communication with its employees for Union purposes. No Union notice shall be placed on a notice board without notifying Management first.





- 7.8 No Union notices are to be placed on any notice boards accessible to the general public or in any area open to the public.
- 7.9 The relevant representative Union must ensure that Shop Stewards comply with Agreement.
- 7.10 The Company must ensure that its Managers comply with this Agreement.
- 7.11 Shop Stewards have no additional rights or privileges other than those set out in this agreement.
- 8. Shop Stewards: Discipline and termination of Term of Office
- 8.1 The Union is entitled to withdraw or replace a Shop Steward, subject to its constitution. and to elect or nominate a substitute, provided this is done in a way that does not prejudice the Company's business requirement and provided that the Union has a majority of the Company employees as its members.
- 8.2 The function of a Shop Steward ends automatically on termination of this Agreement, or on expiry of their term of office, or where the Shop Steward:
- 8.2.1 Accepts promotion to a job which falls outside the bargaining unit;
- 8.2.2 Ceases to be a member of the representative Union which elected him/her;
- 8.2.3 Ceases to be an employee of the Company
- 8.2.4 Resigns in writing from the position of Shop Steward:
- 8.2.5 Is withdrawn in writing by the Union which elected him/her:
- 8.2.6 Loses their position as a result of the Union aligning their Shop Steward numbers to the LRA;
- 8.2.7 Breaches any provision of this Agreement or is suspended or derecognized;
- 8.2.8 Commits any further act or omits to do any act when required to do so which brings the Union or the Company or both of them into disrepute:
- 8.2.9 This Agreement terminates for any reason
- 8.3 Every Shop Steward shall be obliged to comply with their terms and conditions of employment.



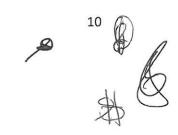




- 8.4 In the event that a Shop Steward breaches their terms and conditions of employment and the Company wishes to take action against the Shop Steward, the Company shall comply with the LRA and the Company's disciplinary policy and procedures.
- 8.5 In the event that the Shop Steward breaches this Agreement but such breach does not constitute a breach their terms and conditions of employment then the Company may take such steps as it is entitled to in Law, or in terms of its Disciplinary Code and Procedure.
- 9. Thresholds of Organisational Rights and Collective Bargaining Rights
- 9.1 Thresholds, based on a Trade Union's membership, for organizational rights and collective bargaining rights are detailed below.
- 9.1.1 Collective bargaining or negotiating rights: The threshold for the purposes of collective bargaining or negotiation rights conferred in terms of this Agreement will be fifty percent plus one (50% +1) of Employees in the bargaining unit.
- 9.1.2 Shop Stewards: Any registered Trade Union which has membership of fifty percent plus one (50% +1) in the bargaining unit will be entitled to have Shop Stewards.
- 9.1.3 Consultative meetings: Any Trade Union which has membership of fifty percent plus one (50%+1) in the bargaining unit will be consulted on appropriate matters including the dismissal of employees for operational reasons in terms of Section 189 of the Act.
- 9.1.4 Access: Any Trade Union which represents thirty percent (30%) of the employees in the bargaining unit will have reasonable access to Company premises for the purposes contemplated in the Act, on the conditions stipulated in the Act.
- 9.1.5 Representation: Any registered Trade Union with fifty percent (50%) members in the bargaining unit will be allowed to represent its members in disciplinary and grievance hearings.
- 9.1.6 Disclosure: Once recognized in terms of the Agreement, the Parties agree to the disclosure of relevant information in terms of the Act, when a union membership is fifty percent plus one (50% +1).
- Stop Orders: Union membership stop order facilities will be granted to any registered Trade Union, having membership of thirty percent (30%) or more in the bargaining unit.







- 9.1.8 Recognition: A registered Trade Union will be recognized if it achieves and maintains representation of fifty percent plus one (50% +1) of the Employees in the bargaining unit.
- 9.1.9 Negotiations: Negotiations on wage and conditions of employment between parties is envisaged to commence at the beginning of June each year (for implementation in the following year in line with normal company salary increases). Initiation of negotiations is subject to a proposal being submitted by any party to the other.

### 10. Organisational Rights

The Union shall have the following Organisational Rights within the Company:

10.1 The Company shall grant the Union Organisational rights referred to below, if the Union has proved membership representation of 50% plus 1 of the employees in the bargaining unit. Such Organisational Rights shall be regulated between the parties in accordance with this Agreement and/or in terms of the Act. Should the Union fail to maintain its representation of 50% plus 1 or more; the Company will give the Union thirty (30) days to improve its status after which thirty (30) days the organizational rights referred to in this clause shall terminate in the event that the Union does not have 50% plus 1 of the Company's employees as its members in the bargaining unit.

#### 10.2 Access

Full time Trade Union officials of the Union shall be given reasonable access at times and venues agreed with Management to the premises for the following purposes:

- 10.2.1 To recruit members and communicate with members
- 10.2.2 To hold meetings with the Union members.
- 10.2.3 To hold ballots or conduct elections contemplated in the Union's Constitution;
- 10.2.4 Such request shall be made in writing addressed to the Company seventy two (72) hours prior to the intended visit. In such request, notice shall also be furnished to the Company of the names of the proposed visiting officials as well as the purpose of the visit.
- 10.2.5 Union officials granted access to the Company undertake:



- 10.2.5.1 To obtain permission at least seventy-two (72) hours in advance from the HR Business Partner or nominated substitute before any proposed meeting with employees. This notice period may be waived by Agreement.
- 10.2.5.2 To meet with employees during lunch breaks or after working hours.
- 10.2.5.3 To comply with the Company's security access requirements and health and safety regulations.
- 10.2.5.4 To conduct themselves in an orderly manner during visits to the Company
- 10.2.5.5 Not to interfere with the normal employment-related duties of any Company employee, customer or representative
- 10.2.5.6 Not to disrupt the normal operations of the Company.
- 10.3 Union Subscription Levies
- 10.3.1 A member may, in writing (applicable UTATU SARWHU stop order), authorize the Company to deduct subscriptions or levies payable to the Union from their basic salary.
- 10.3.2 The Company shall make all such authorized deductions and remit the amount to be deducted to the Union by the seventh (7<sup>th</sup>) day of the following month by bank transfer. The Union will inform the Company within seven (7) days of any discrepancies after receiving deduction reports. The stop-order deductions shall commence in the first pay-month after an individual employee's stop order has been handed to the Company for verification;
- 10.3.3 A member may at any time revoke an authorization by giving the Company and the Union one (1) months written notice to that effect;
- 10.3.4 Proof of payment in terms of clause 10.3.2 and a computer print-out stating the names, positions and employee numbers in respect of the union members, from whom deductions have been made, shall be furnished to the Union within 7 days after the end of each calendar month.
- 10.3.5 In the event of any change in the rate of the Union subscriptions the Union shall inform the Company in writing of such change at least 30 days prior to the intended increase.
- 10.3.6 The Company shall cease making deductions of Union subscriptions.







- 10.3.6.1 For a member no longer in the employee of the Company.
- 10.3.6.2 If an employee provides the Company and the Union with a written notice to cease the deduction of Union subscriptions in which event the Company shall cease to deduct the Union subscriptions after not less than thirty (30) days after receipt of the notice.
- 10.3.6.3 If the union is no longer sufficiently representative, which provision may be waived by the company, in its sole discretion.
- 10.3.6.4 The Company shall not be responsible for the collection of any subscriptions or levies which may be in arrears through no fault of the Company, nor shall it be liable for any claims which may result from the Company's deductions of subscriptions in terms of this Agreement
- 10.4 An administration fee of 3% payable by the Union to the Company on the total monthly deductions in terms of clause 10.3.2 shall apply.

### 11. Meetings

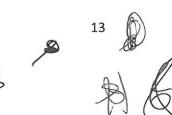
- Management of the Company and, the Union shall meet as and when necessary and on a date and time as mutually agreed to discuss issues of mutual concern.
- 11.2 All meetings between the parties shall take place in accordance with an agenda, which shall be submitted by the party requiring the meeting at least seven (7) days prior to the day on which the meeting is to be held. The agenda in this regard is to be referred to the relevant branch officer of the Union and in the case of the company is to be submitted for the attention of the Company's HR Business Partner.
- 11.3 In the event that any report back meeting with the union members employed by the Company is required, such report back shall take place at a time to be agreed with the Company and shall endure for no longer than one (1) hour, and no operations will be disrupted.

# 12. Consultative Structures

12.1 The parties will establish consultative structures on skills development and Employment equity. The parties will consult and agree on other relevant forums to be established on an as and when basis.







# 13. Dispute Procedure

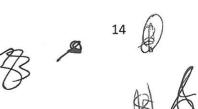
- 13.1 Should the parties fail to reach Agreement on any issue, then either party may declare a dispute to be addressed to the other party in writing, stating the nature and detail of the dispute and the desired outcome of the dispute;
- 13.2 The written notification with suggested date and time for the first meeting between the parties, which date and time will be mutually agreed upon at the earliest possible opportunity, shall be addressed to the other party;
- 13.3 Should the parties fail to resolve the dispute, either party may refer the dispute in terms of the mechanisms provided for by the Act.

### 14. Industrial Action

- 14.1 Peace obligation and responsible conduct.
- 14.1.1 The parties reaffirm their fundamental belief that they should responsibly discuss and negotiate matters in good faith with a view to concluding agreements at the earliest possible opportunity and to avoid industrial action.
- 14.1.2 Accordingly, neither party shall cause, sanction or participate in any industrial action directed against the other party until such time as the procedures contained or referred to in this agreement and the Act have been exhausted, save that no such industrial action shall take place concerning any issue which is the subject matter of an agreement during the period of such agreement, or during the negotiation, conciliation, mediation, determination or arbitration of any dispute.
- 14.1.3 The company records that the nature of its business and operations are such that should any industrial action take place, it could lead to an immediate loss of customers and hence prejudice both the company and its employees severely.
- 14.1.4 A party shall accordingly give the other party at least fourteen (14) days written notice of its intention to engage in industrial action and it shall state the date and time of the commencement of industrial action and the nature of the intended action.
- 14.1.5 Members shall not engage in any form of misconduct during industrial action on "sitins" or other occupation of the premises and shall not block entrance and exit areas.
- 14.1.6 During the industrial action members shall not unlawful attempt to interfere with customers, suppliers, employees or contractors who choose to work during the industrial action.





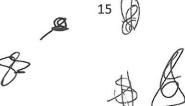


- 14.1.7 Any failure to comply with this clause shall constitute a basis to cancel this agreement and/or to take disciplinary action against defaulting members.
- 14.2 Communications and industrial action
- 14.2.1 Should either party either promote or engage in industrial action, the parties shall make themselves available, both prior to and during the period of the industrial action, in order to attempt to resolve the dispute.
- 14.2.2 Should the dispute be resolved, the parties shall agree on the day and when members shall return to work.
- 14.2.3 Should members either promote or engage in any unprotected industrial action including but not limited to sympathy strikes, the company shall attempt to inform a union official, or in his absence, a Shop Steward, of the nature and circumstances of the industrial action and may require him and/or such other shop stewards as the company may deem necessary, to attend a meeting with the company at a time and date and at a venue nominated by the company.
- 14.2.4 At that meeting the company, having discussed the unprotected industrial action with the union, shall inform the union of the action the company intends to take against the union and/ or members.
- 14.2.5 The company reserves its rights to institute legal proceedings for an interdict and/or damages should the union and/or members promote or engage in unprotected industrial action or misconduct and to take disciplinary action during the industrial action in respect of misconduct perpetrated either to, following or during the industrial action

### 15. Protest action in terms of the Act

- 15.1 In the event that the union wish to engage in protest action in terms of the Act, then the union shall advise the company in writing at least fourteen (14) days beforehand of the time and date of commencement of the protest action and the reasons therefore.
- 15.2 The notice shall include the following details:
- 15.2.1 The reason for the protest action
- 15.2.2 The nature of the protest action
- 15.2.3 The extent and duration of the protest action





### 16. Communication During Industrial Action

- The parties agree that it is imperative that contact is maintained between the 16.1 Company and the Union during any industrial action.
- 16.2 To facilitate communication, the Union will ensure that Union officials or their designated representatives are available during the industrial action, and undertake to provide the Company with the names and contact details of these people before industrial action starts.

### 17. Duration of the Agreement

- 17.1 This Agreement shall come into force on the date of signature by both parties and shall lapse and cease to be of any force or effect:
- 17.1.1 In the event of it being superseded by a further Agreement agreed to and signed by both parties.
- 17.1.2 When either party commits a material breach of this Agreement, such a breach shall entitle the aggrieved party to call upon the other party to remedy the breach within fifteen (15) working days. If the party fails to remedy the breach, the aggrieved party may summarily terminate the Agreement by written notice to the other Party.
- 17.2 When the Trade Union representation falls below fifty percent plus one (50% +1) of the employees in the bargaining unit the following will be implemented:
- 17.2.1 The Company will inform the Union in writing
- 17.2.2 The thirty days (30) notice will be effective from date of the notice letter.
- 17.2.3 The Recognition and Procedural Agreement and its Annexure will be cancelled after the thirty days (30) notice period.
- 17.3 Notwithstanding the above this agreement may be terminated should either the company or the Union give thirty (30) days written notice of termination to the other party, for any other reasons including non compliance.

### 18. Misconduct during industrial action

18.1 The Company is entitled to take any action it deems appropriate to deal with nonprocedural industrial action, as well as misconduct (including criminal conduct or serious breaches of this Agreement whether or not they result in injury, loss of life or damage to property) during industrial action.





### 19. Communication

- 19.1 Nothing in this Agreement detracts from Management's right to communicate with it's employees, and the Unions right to communicate with its members.
- 19.2 The parties may agree from time to time to issue joint statements.
- 19.3 The Union will respect communication forums established by the Company.
- 19.4 Where Parties communicate through letters the responding party will have at least five (5) days to respond after receiving the signed letter.

### 20. General

- 20.1 The parties undertake to do all such things, perform all such acts, to take all such steps and procure to doing of all such things, which may be reasonably required to implement in the terms and conditions of this Agreement and fulfill its purposes and objects. This undertaking includes, but is not limited to, the obligation to exchange such information as a reasonably required by the other party for the successful implementation of this Agreement.
- 20.2 It is further agreed that the company will continue using the performance management tools and principles as a major input into the final calculation of any employees final yearly salary increase.
- 20.3 This Agreement and all Agreements entered into in terms of and pursuant to this Agreement shall be deemed to form part of the terms and conditions of such members.
- 20.4 The Agreement constitutes the sole and exclusive agreement between the parties and not warranties, representations or other terms and conditions of whatsoever nature, which are expressly recorded herein, shall be of any force or effect.
- 20.5 No variation, modification, alteration, addition, amendment of the terms and conditions of this Agreement shall be of any force or effect unless put in writing and signed by an authorized official of the Company and Trade Union Official as the case may be.
- 20.6 For all purposes under this Agreement or any amendment hereof and with regard to any matter arising in connection with this Agreement, the parties choose the following address as their domicile citandi et executandi:









The Company	Jactain Maintenage Watership		
	Gastrain Maintenance Werkshop Waterval Kbo Road		
	South off Allordale Road		
	Midrand		
	1685		
The Union	UTATU HOUSE		
	182 Louis Botha HUE		
	Horreghton Estable		
	2198		
THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES SET OUT HEREUNDER:			
See co			
For: COMPANY	J. JAN BILSON		
	(1)// -		
Witness: J.C. Els.			
Date: 02. 16. 2013			
Place: MIDRADD			
COL AL			
Je Vi Jemn			
For:			
Witness:			
Date: 2ND October 2013.			
Place: Midoand.			