

### 5.3 Working Hours

5.3.1. The maximum working hours is 40 hours in a week(8 hours in a day) and any hours worked in excess of the above shall be paid as overtime.

5.3.2 No employee(s) shall be required to work longer than 12 hours per shift. Should an employee(s) for whatever reason be required to work hours longer than the rostered shift, it may only be done by agreement.

5.3.3 An employee shall have a rest period of a minimum of 12 hours before the commencement of night shift.

## 6. PAYMENT FOR OVERTIME

6.1 The determination of the ceiling on overtime by the Minister of Labour from time to time shall apply or as agreed in Wage negotiations from time to time.

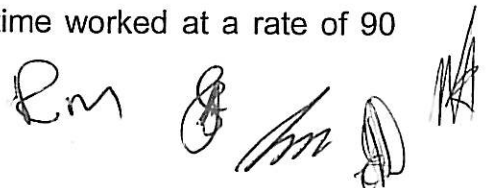
6.2 The first eight (8) hours of every shift worked will be remunerated at ordinary rate per hour. An hours worked in excess of the ordinary hours shall be remunerated at the overtime rate.

6.3 Saturday when worked as part of ordinary shift will be remunerated at the normal rate of pay.

6.4 (a) Sunday when worked as part of the ordinary shift will be remunerated at the normal rate of pay plus 0.5 of the rate.

(b) An employee who does not ordinary work on a Sunday, but is required to work on a Sunday, shall be paid at double the straight time rate for each hour worked on a Sunday.

6.5 An employee who has worked overtime may on request be granted time off in lieu of payment for such overtime worked at a rate of 90



minutes, for each hour of overtime worked, within a period of 30 days.  
In such instances no overtime will be paid. If however, time off cannot be granted within 30 days payment shall be made.

## **7. MEAL INTERVAL**

7.1 Subject to the stipulations of this clause, *employees* who work continuously for more than 5 hours per day shall have a meal interval of at least 30 continuous minutes.

7.2 *Employees* may be required during a meal interval to perform duties which cannot be left unattended. In such instances and in instances where an *employee* has been requested to be *available* for work during a meal interval, the *employee* will be paid accordingly.

## **8. DAILY REST PERIODS**

8.1 If an employee is required to work on a day on which the employee would not ordinarily have worked, then:

(a) The employee shall be paid at double the ordinary hourly rate, and





(b) It shall be by agreement, taking cognisance of the health and safety of the employee and the effect that fatigue may have on the employee's health.

## **9. WEEKLY REST PERIODS**

9.1 Employees working shift work shall be granted a weekly rest period of at least 36 hours which shall include at least one full Sunday per shift cycle.

## **10. NIGHT WORK**

10.1 Where an *employee* is required to perform work on a regular basis between the hours 23:00 and 06:00 the next day, the following will apply:

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(a) Such *employees* shall be informed verbally or in writing on entry to the grade and annually thereafter but no later than five working days before the commencement of the shift, by the employer of :

(i) The Health and Safety hazards associated with the work that the *employee* is required to perform; and

(ii) The *employee's* right to undergo a medical examination.

(b) (i) Employees/applicants will be subjected to a medical examination on appointment and thereafter at their request or at appropriate intervals, but at least once every three years.


(ii) *Transnet Rail Engineering* may refer an *employee* to a registered Occupational Health Practitioner / Medical Practitioner of its choice for the account of the Employer and such a report shall be submitted to the Company.

10.2 In the event that an employee is unable to perform night work due to health reasons, and it is practicable to do so, reasonable efforts shall be made transfer the employee to suitable day work.

## 11. PUBLIC HOLIDAY

11.1 Due to Transnet Rail Engineering's operations employees may be required to work on a *Public Holiday* to meet Business needs and shall be rostered / scheduled at least seven days in advance.

11.2 Provided his duties permit; an *employee* may be released from duty on a *Public holiday* without loss of pay.



11.3 If a *Public holiday* falls on a day on which an *employee* would ordinarily have worked and the *employee* works on such *Public holiday*:

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

(b) Hours in addition to or outside of the normal hours of his shift he would ordinarily have worked on such day, will be paid for at the normal *overtime* rate.

(c) If an *employee* works on a *Public holiday* on which the *employee* would not ordinarily have worked the *employee* will be paid at double the ordinary hourly rate. Hours in addition to or outside of the normal hours of his shift will be paid for at the normal *overtime* rate.


(d) An *employee* acting in a higher grade will be paid for the *Public holiday*, which falls within the period during which he is acting, at the rate of pay applicable to the acting position.


(e) All *employees* are entitled to the *public holidays* as declared in the Public Holiday Act (1994) and/or as gazetted by the Government.

## 12. DISPUTE RESOLUTION

12.1 The parties will try to resolve through negotiation any dispute(s) that arise out of this agreement, failing which Transnet Bargaining Council dispute resolution procedures will apply.


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for and on behalf of TRANSNET RAIL ENGINEERING      WITNESS

WITNESS



WITNESS

1. Memorandum of understanding signed at Esselen Park -17 April 2009 (paving the way towards an agreement)

1. Menu of the shift patterns.