

**COLLECTIVE AGREEMENT
WAGES AND CONDITIONS OF EMPLOYMENT**

FOR THE PERIOD

1 JULY 2014 TO 30 JUNE 2015

Between

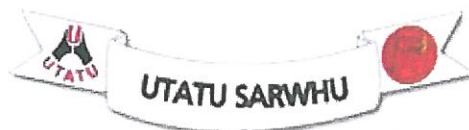
**BOMBELA OPERATING COMPANY
(Hereinafter referred to as "the Company")**



Operating Company (Pty) Ltd

and

**UTATU SARHWU
(Hereinafter referred to as "the Union")**



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1. INTRODUCTION

This agreement is entered into by the Company and the Union who act on behalf of its members who are employees of the Company.

THE PARTIES AGREE AS FOLLOWS:

2. INTERPRETATION

- 2.1. In this Agreement unless otherwise or inconsistent with the context:
- 2.1.1. "Bombela Operating Company" means Bombela Operating Company (Pty) Ltd, a private company with limited liability duly incorporated in terms of the Companies Act;
- 2.1.2. "This Agreement" means the agreement as set out herein;
- 2.1.3. "Bargaining Unit" as defined in the existing Collective Agreement;
- 2.1.4. "Date of signature" means the date on which the agreement is signed;
- 2.1.5. "Effective date" or "dates of implementation" means the date on which the agreement becomes or shall become effective notwithstanding the date of signature as set out in the agreement;
- 2.1.6. "UTATU SARHWU" means, a trade union duly registered in terms of the Labour Relations Act.

3. DATE

- 3.1 It is recorded that this agreement was reached on 17 August 2014.

4. PERIOD OF APPLICABILITY

- 4.1 This agreement is operative and effective from 1 July 2014 to 30 June 2015.

5. SALARY INCREASE

- 5.1. Effective 1 July 2014 to 31 July 2014:
- 5.1.1. The company shall grant an across the board ("ATB") increase of 8% to all employees of the bargaining unit on the basic salary of June 2014,
- 5.1.2. All employees of the bargaining unit will receive R100.00 (one hundred Rand) adjustment to the housing allowance. The housing allowance at the end of June 2014 is R300.00 (three hundred Rand) and will be increased to R400.00 (four hundred Rand),
- 5.1.3. Night shift allowance and night work transport subsidy ("NTWS") will be increased by 8%.

5.2. Effective 1 August 2014 to 30 June 2015:

- 5.2.1. The company shall grant an across the board ("ATB") increase of R 1 000 (one thousand Rand) on the basic salary of June 2014 to all the employees within the Bargaining Unit earning less than R130 000,00 (one hundred and thirty thousand Rand) per annum,
- 5.2.2. The company shall grant an across the board ("ATB") increase of 8,5% (eight, five percent) on the basic salary of June 2014 to all the employees within the Bargaining Unit earning more than R130 000, 01 (one hundred and thirty thousand Rand and One Cent) per annum,
- 5.2.3. The rate of increase will apply to the rate of pay for Overtime and Sunday time.
- 5.2.4. Night work transport subsidy ("NTWS") will be increased from R 22,68 (twenty two Rand and sixty eight Cents) to R 25.00 (twenty five Rand) per shift.
- 5.2.5. Night shift allowance will be increased from R 17,28 (seventeen Rand and twenty eight Cents) to R 19.00 (nineteen Rand) per hour.
- 5.2.6. All employees of the bargaining unit will receive R50.00 (fifty Rand) adjustment to the housing allowance. As at the end of July 2014, the housing allowance is R400.00 (four hundred Rand), it will be increased to R450.00 (four hundred and fifty Rand),

5.3. Payment of increases effective 1 July 2014 and 1 August 2014

- 5.3.1 Payment of the above increases will be paid together with the employees month end salary as at the end of September 2014.

6. STRIKE NOTICE

- 6.1. The Union hereby undertake to withdraw the strike notice issued to the Company on the Friday 15 August 2014 with reference number "BOMB.003/NH/av" and confirm in writing that no-protected strike actions will take place on Monday 18 August at 00H01.



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7. MATERNITY LEAVE

7.1. Female employees are entitled to three months paid Maternity Leave spread over four months period

8. ENTIRE AGREEMENT

8.1. This agreement constitutes the entire agreement between the parties reached in full and final settlement and the parties agree that no further negotiations will take place for the period up to 30 June 2015.

8.2. No variation or amendment of this agreement shall have any legal effect unless reduced to writing and signed by the parties.

8.3. The parties who sign this agreement warrant that they are duly authorized and mandated to sign on behalf of the parties they represent.



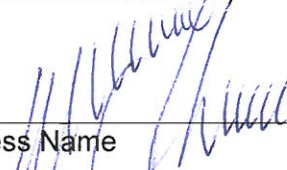
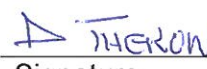
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SIGNED and dated at MIDRAND on this 17 day of AUGUST 2014

 A Legend

For BOMBELA OPERATING COMPANY

(duly authorised hereto)

		<u>N.R.</u>
Witness Name	Signature	Position

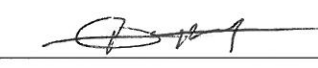

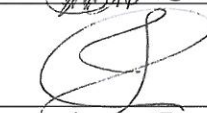




 L.F. BRACKETT

For UTATU-SARHWU

(duly authorised hereto)

<u>K. GOMOTSO MOJENI</u>		<u>DEP. GEN. SECRETARY</u>
Witness Name	Signature	Position

Shop Stewards

1. Mphethu Azwinangwisi  OCC Controller
2. Thamba Maslale  Train Driver
3. GAEISHU TSE CINTISIWE  Conductor
4. THABISO MAKWELA  CUSTOMER SERVICE
5. BENNIS EDWARDS  CHAIRPERSON
6. MAROTHE MABAPA  ASSEM
7. Keith Mabasa  CSA

Name	Signature	Position
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