

Appendix A



Psychology

School of Human & Community
Development

University of the Witwatersrand

Private Bag 3, WITS, 2050



Tel: (011) 717 4500 Fax: (011) 717 4559

Good Day. My name is Craig Johnson, and I am conducting research at the University of the Witwatersrand in order to obtain a Masters degree in Organisational Psychology. My research looks at how bus drivers see safety and fairness in the organisations they work for. I would like to invite you to take part in the research. This research will help us to understand how drivers feel about safety in their jobs.

I would like to interview you about your job. The interview would take about 45 minutes and I would arrange it at a time that will not interfere with your job and which suits you. I would like to record the interview to help me remember your views, but I will only do this if you agree. If you are happy for me to do this, please could you sign the consent forms attached.

Although I will know who has been interviewed, anything you say I will keep confidential. If I need to quote you directly I will not put your name in any reports, this will make sure that anything you say cannot be traced directly back to you if anyone is reading the report. I will be reporting group rather than individual trends, so your company will not know what you have said as an individual. If there are any questions that are asked in the interview that make you feel uncomfortable or that you do not want to answer it is ok and I will just move onto the next question.

Myself and my supervisor will be the only two people with access to recorded data. This data will be kept in a safe, password protected, database. All recorded data will be written down, after the research has been completed all audio recorded data will be destroyed. Please note that participation in this study is entirely voluntary and participants will not be advantaged or disadvantaged by their choice to participate or not.

Please be advised that there are no foreseeable risks or benefits to participating in the research, however if anything that has developed in the interview process upsets you or you would like to discuss anything further, please contact: The Wits CCDU centre on 011-717-9140/32, the Emthonjeni centre on 011-717-4513.

The research will be made available to any interested parties at the conclusion of the research process, including participants in the research. If you have any queries please feel free to contact myself or my supervisor

Thank you.

Name: Craig Johnson

Email: Craig.me.johnson@gmail.com

Supervisor: Dr. Fiona Donald

Email: Fiona.donald@wits.ac.za

Appendix B



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Consent Form for the Interview

I, _____ consent to be interviewed by

Craig Johnson, for the study on “how bus drivers see safety and fairness in the organisations they work for.”

I understand that:

- Participating in this interview is voluntary.
- I have the right to not answer any questions that I do not feel comfortable with
- I have the right to withdraw my participation in the research at any time
- No information that may identify me will be included in the research report, and my responses will remain confidential. Therefore, I will only be identifiable by the researcher, and no other personnel.
- Direct quotations from the transcript may be used as long as my identity is kept confidential.

Signed

Date.....

Appendix C



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Permission for audio-recording

I _____ consent to being audio-recorded by Craig Johnson
for their research on **“Bus drivers’ perceptions of organisational justice & safety.”**

I understand that:

- The audio tapes and transcripts will not be seen or heard by any person besides the researchers, and will only be processed by the researcher. This will be assured as electronic transcripts will be transferred to a database which will be password protected and only be accessible by the researcher.
- All tape recordings will be destroyed after they have been transcribed.
- No identifying information will be used in the transcripts or the research report.
- I give permission for the researcher to use direct quotations from the tape recording provided my identity is kept confidential.

Signed:

Date:

Appendix D

Interview schedule

Good day how are you? Please remember I will not let anyone at the company know that you have spoken to me. Also remember that if any question I ask you makes you uncomfortable you just have to let me know and we'll move on. I'm doing this interview with you for my Master's level research, which has to do with safety and organisational culture. I'm speaking to you because I would like to hear about your experiences and listen to your stories. Thank you for helping me.

Key questions

1. Please tell me about your job?
2. In all jobs there are things we like and other things we don't like. What do you like about your job?
3. What don't you like?
4. Can you tell me about a few accidents or safety events that you know about that happened in the last few months in your company?
 - a. What happened?
 - b. What does Company do when things like this happen?
 - c. How does Company treat drivers who have safety events or accidents?
 - d. What do you think about the company's approach?
5. Tell me some of the things that you find difficult whilst driving every day.

(allow for any potential situation specific questions to be asked)

Thank you for your time.

Appendix E: Drivers incentive Programme

To: All company drivers

From: Company Management

Re: Incentive Scheme

Date: 22/10/2013

CONDITIONS OF INCENTIVE

1. Each individual team member will receive a voucher of R200 for the month plus an extra R100 if there were no transgressions in the team for this period.
2. In the event of a transgression by an individual, the team is penalised according to the nature of the transgression by the team member the individual the full amount of the transgression.
3. **Please note:** Penalising of incentive vouchers will not exempt a member from Disciplinary action.
4. Final KPI scores will be displayed on notice boards and a dispute period of 48 hours will be allowed.
 - Penalties are based on the seriousness and consequence's there off.: In accordance with the company code of conduct ,rules and regulations standard procedures.
 - Vouchers will be issued in the period from the 15th of the month until the 20th of the month and is based on the employer's discretion
 - The incentive as agreed with the reps and committee started on the **22/10/2013** and the food vouchers will be issues in the coming month.

Management

Appendix F: The disciplinary procedure and code of conduct document

1. 1. INTRODUCTION
2. Act in best interests of Company
3. Employees must at all times execute their tasks and conduct themselves in such a manner that the best interest of the company is always promoted.
4. CODE OF CONDUCT
5. In the interest of the company and the employees, it is important to have a Code of Conduct whilst the employees are at work or on duty, on or off the company's Premises.
6. FUNCTION OF THE CODE OF CONDUCT
7. The function of the Code of Conduct is to ensure that all employees are aware of what is expected from them in terms of company regulations, and to enhance the smooth operation of the company, as well as to ensure consistent and just treatment of all employees.
8. In order to ensure that the code is adhered to, a procedure is introduced in which steps to be taken during disciplinary action are explained. It is therefore expected of employees to exhaust all internal procedures as far as possible before any steps in terms of the dispute settlement procedures as set out in the Labour Relations Act of 1995 as amendment.
9. No disciplinary action shall be instituted against an employee unless it is done in terms of the provisions stipulated in the procedure.
10. MAINTENANCE OF DISCIPLINE
11. Management is responsible for the maintenance of discipline, the promotion of stability, job security and the fair and equal treatment of all employees. All levels of management will therefore maintain discipline when necessary.
12. IMPLEMENTATION
13. This Disciplinary Code and Procedure forms an integral part of the contract of employment between the company and each employee. It applies to all employees of the company and is implemented without exception when disciplinary action is taken, including the dismissal of an employee as a result of an offence or inappropriate behaviour.
14. 1.6 PURPOSE
15. The purpose of the Disciplinary Code and Procedure is to encourage disciplined conduct amongst all employees which is to the advantage and for the safety of each individual client and passenger, as well as for the promotion of the company's objectives. It is designed to maintain the promotion of the company's standards and code of conduct, and not to punish the employee.
16. MINOR OFFENCES, INFORMAL COUNSELLING AND VERBAL WARNING
17. In so far as it is reasonably possible, disciplinary action will only be taken to maintain standards after informal counselling and verbal warnings have failed to produce the desired results. If an employee breaches his conditions of employment or if his performance or behaviour is unacceptable, his supervisor or manager will counsel him before resorting to formal disciplinary action.
18. The problem is brought to the attention of the employee. He is informed about what is expected of him and is encouraged to solve the problem. The employee is warned of the possible consequences if the unsatisfactory conduct or behaviour should continue.

19. APPLICATION OF THE DISCIPLINARY CODE AND PROCEDURE
20. This Disciplinary Code and Procedure is applied to each case where discipline must be applied.
21. DISCIPLINARY PROCEDURE
22. The following penalties may be imposed for a failure to maintain the company's standards or for unsatisfactory or unacceptable behaviour:
23. SUMMARY DISMISSAL.
• Dismissal with payment in lieu of notice. • Suspension without payment. • Final written warning. • Written warning. • Informal warning or reprimand. • Counselling
CATEGORIES OF OFFENCES FOR THE PURPOSE OF DETERMINING APPROPRIATE DISCIPLINARY ACTION
24. The penalties listed in the different categories serves as a guide only. The intention is not to prescribe rigid rules, but to create just, fair and as far as possible, consistent disciplinary action. When implementing disciplinary action it is important to bear in mind that the conduct and working conditions of employees differ.
25. In deciding on the appropriate penalty the following facts will be taken into account, namely: the category in which the offence falls, the seriousness, and the circumstances under which the offence was committed; the penalties imposed for similar offences; written warnings issued to the employee that have not yet lapsed; the employee's age, position, length of service, and meritorious service rendered by him.
26. CATEGORY A
27. Offences in respect of which a competent penalty for a first conviction may in appropriate circumstances be dismissal of the employee without a prior warning having been issued:
28. Disregard or violation of the Companies Mission, Vision and 4 Principles
29. Failure to renew public drivers permit and/or in position of a valid licence
30. Serious violation of the National Road Traffic Act and Regulations, and related road traffic legislation.
31. Reckless, negligent or unsafe driving of vehicles.
32. Causing damage to vehicles as a result of poor vehicle inspections, indifference or carelessness.
33. Any involvement in or accomplice in corruption, dishonesty or criminal activities that will directly or indirectly affect the company, it's employees, it's clients or any of it's associates.
34. Failure to reveal criminal activities, unauthorised behaviour or serious misconduct
35. Fraud, theft, unauthorised possession of company property, or of any property, or of any property for which the employee is unable to give a satisfactory explanation, misappropriation of money, goods or property or pilfering.
36. Falsification of any documents, or deliberately recording incorrect and misleading information on company documents.
37. Supplying false information in or knowingly omitting relevant information from his application for employment, or when undergoing a medical examination.
38. Failure to inspect buses according to procedure before commencing on any trip.
39. Positive blood or breath alcohol or drug levels.

40. The possession, consumption, handling or use of liquor or any other prohibited intoxicating or habit-forming substance or drugs, on the employer's property or premises, or in relation to the employer's affairs. Please refer to the Alcohol Procedure for more detail.
41. Unauthorized use of Company vehicles.
42. Diverting from specified routes or timetables and unauthorized stops.
43. Transporting unauthorised passengers.
44. Intentional absence without leave or without a valid reason for 5 (five) consecutive working days.
45. Refusing or failing to obey lawful and reasonable instructions, failure to work, or to commence work, failure to obey safety rules and procedures.
46. Intimidation.
47. Victimisation.
48. Inciting, encouraging or persuading other employees to disobey lawful and reasonable instructions, to refuse to work, or to refuse to commence or resume work, or to disobey safety rules and procedures.
49. Inciting, encouraging or procuring any person to commit violence against any person or property
50. Assault, or attempted assault, with intent to do grievous bodily harm.
51. Serious insubordination or disrespect.
52. Refusal to submit to a search when requested to do so.
53. Bribery.
54. Gross negligence.
55. Gross negligence, causing damage to company property and/or considerable monetary loss.
56. Breach of contract in respect of which summary dismissal is justified under the common law.
57. Possession of a dangerous weapon at the workplace without having obtained the prior written authority of the manager.
58. Malicious damage to property.
59. Working for anybody else or engaging in any other business, without prior written permission.
60. Other than when legally obliged to do while giving evidence before a court of law, disclosing any information that could be detrimental to the interests of the company;
61. Serious incompetence, where the employee has misled the company about his/her ability to perform the work.
62. Non-execution of a route or trip, without timorously notifying managers or supervisors.
63. Deliberate refusal or failure to comply with Company systems or procedures.
64. Sexual Harassment
65. Security guard sleeping whilst on duty.
66. CATEGORY B
67. Offences in respect of which a competent penalty may in appropriate circumstances be imposed.
68. First offence
69. Final written warning, or dismissal if the nature and circumstances of the offence should warrant it.
70. Second offence
71. Dismissal, if a final written warning of which has not yet expired, was previously issued in respect of an offence in this category. A written warning lapses 6 (six) months from the date of issue thereof.

72. Absent without leave for a period of up to 5 (five) consecutive working days, without a valid reason.
73. Indecent, improper or contemptuous conduct.
74. Incompetence or failure to maintain minimum standards, with serious or potentially serious consequences for the employer.
75. Failure to report loss or damage to company property or property for which the company is responsible.
76. Wilful damage to, or serious neglect of the employer's property, equipment, tools, material or goods for which the employer is responsible.
77. Appropriation for private purposes and misuse of the employer's property.
78. Revealing confidential information to any unauthorised person.
79. Committing any criminal offence while on duty, or on the employer's premises, or in relation to the employer's affairs
80. Failure to follow Company policy and procedure.
81. Speeding violation
82. CATEGORY C
83. Offences in respect of which dismissal, is usually preceded by two written warnings and a final written warning. A warning issued in respect of an offence in this category will lapse 3(three) months after the date of issue thereof.
84. Absence without leave for up to 2 (two) consecutive working days without a valid reason.
85. Reporting late for work or leaving the workplace before time, and failure to adhere to the prescribed working hours as well as tea and lunch breaks.
86. Absence from the workplace during working hours, without permission of the superior.
87. Sleeping while on duty.
88. Work performance not up to standard.
89. Exceeding defined limits of authority.
90. Failure to exercise proper management and supervisory functions.
91. Failure to wear prescribed uniform or protective clothing.
92. Excessive use of telephone for personal calls.
93. Negligence.
94. DISCIPLINARY PROCEDURE
95. INVESTIGATION OF ALLEGED MISCONDUCT
96. If it should be alleged or suspected on reasonable grounds that an employee is guilty of misconduct or failure to maintain standards, and if it is sufficiently serious to justify resorting to disciplinary action, the employee's superior or departmental head may investigate the alleged misconduct him/herself, or report the matter to the management who will forthwith appoint a fit and proper person (hereinafter referred to as "the investigator") to investigate the allegation.
97. Task of the investigator
98. The task of the investigator will be to ascertain when, where and under what circumstances the offence was allegedly committed. He will
99. Immediately take statements from all potential witnesses, take possession of all books, documents and other items that may be required as exhibits at a disciplinary inquiry. He will collate the evidence and prepare a draft charges sheet, setting out all the potential charges against the employee.
100. The investigator will put all the charges to the employee and give him an opportunity to respond. He may question the employee to ascertain the nature of his defence and to clarify any matter. He will record the questions and the

	Answers, read it to the employee and give him an opportunity to sign it if he so desires.
	The investigator will immediately submit all the evidence, the draft charges, details about the questions, which he put to the employee and the employee's answers, and his comments and recommendation to management.
	Suspension of employee
	The company reserves the right to suspend the employee and to instruct him to immediately leave the premises or workplace pending the implementation and completion of a disciplinary investigation or hearing.
	The employee will be advised of the suspension in writing, and the letter will inform him that he will be paid his normal remuneration during his suspension.
101.	Evaluation of the evidence
102.	If the evidence shows the source of the problem to be a lack of knowledge, skill or training, a clash of personalities or wrong placing of the employee, management will establish the source of the problem to be addressed.
103.	Preparation of the charge(s)
104.	The management will satisfy him that there is sufficient prima facie evidence that the employee committed an offence of so serious a nature as to warrant a written warning or even the dismissal of the employee. He will check and, if necessary, reformulate the charge sheet compiled by the investigator. He will ensure that all the alleged offences are covered in the charge sheet, that each charge described the alleged offence in clear and concise terms state when and where it was allegedly committed. He will also see to it that each charge contains such additional information as may reasonably be necessary for the employee to understand the charge and to
105.	Prepare his defence. The investigator may act as the complainant on behalf of the company, if required.
106.	Preparations to hold a formal disciplinary inquiry
107.	The management will forthwith arrange; for the appointment of a suitable person (hereinafter referred to as "the chairman") to conduct the formal disciplinary inquiry, and to
108.	Impose a suitable penalty if the employee should be convicted of the offence laid against him.
109.	The date, time and place of the disciplinary inquiry.
110.	Recording of the proceedings.
111.	The attendance of an interpreter, if necessary, who would be acceptable to the employee.
112.	The chairman
113.	The chairman must be impartial and objective, and must not have a vested interest in the matter. The chairman will be furnished with a copy of the charges and all the statements of the witnesses so as to enable him to prepare for the inquiry.
114.	The disciplinary inquiry will be held as soon as possible after the alleged contravention comes to the employer's notice, provided that the employee will be afforded a reasonable time to prepare his defence.
115.	Recording of the proceedings
116.	Arrangements must be made for the accurate recording of the proceedings during the disciplinary inquiry.
117.	The venue for the inquiry
118.	The inquiry should as far as possible be held in a place that is removed from noise and possible outside interference while the inquiry is in progress.
119.	Notice to the employee to attend disciplinary inquiry

120.	The complainant / management will immediately inform the employee in writing of the date, time and place of the inquiry. A copy of the charge sheet will be attached to the notice, and the employee will be informed that he is entitled to a representative of his choice and from company ranks to produce witnesses to testify on his behalf and to an interpreter, if necessary.
121.	Conducting the formal disciplinary inquiry
122.	The inquiry will be conducted in the presence of the employee, unless he refuses to attend or behaves in such a way that the inquiry cannot proceed in his presence.
123.	The chairman will bear in mind that his function is to establish the facts impartially and objectively.
124.	The chairman will make sure that a proper record of the proceedings is kept.
125.	At the start of the inquiry, the chairman will explain the purpose of the inquiry to the employee in the presence of the person assisting the presence of the person assisting the employee. He will read the charge sheet and explain the charges to the employees. The chairman should at this stage give the employee an opportunity to state the nature of his defence. He may question the employee at any stage of the inquiry to clarify any matter so as to understand exactly what the defence is. The chairman may establish the facts inquisitorially. The witnesses should be called in one at a time and will be questioned by the chairman.
126.	The employee's rights
127.	The employee and/or his representative will be permitted to question and to challenge the testimony of each witness who is called to give evidence against him.
128.	After all the witnesses who support the allegations against the employee have given their evidence; the employee will be given an opportunity to give evidence, to call witnesses in rebuttal and to respond to any comments by the chairman.
129.	At the conclusion of the disciplinary inquiry, the chairman should permit the investigator and employee or his representative to address him on the question whether or not the charges have been established.
130.	The verdict
131.	The chairman may adjourn the proceedings to consider his verdict, but it must be announced in the presence of the employee and his representative.
132.	Balance of probabilities
133.	The employee will be convicted only on such charges as have been established on a balance of probabilities.
134.	If the chairman is not satisfied that the employee's guilt has been established on a balance of probabilities on any particular charge, he will acquit him on that charge.
135.	Verdict of not guilty
136.	If the charges against the employee have not been established, he will be found not guilty and acquitted. The fact that he was found not guilty and acquitted will be recorded.
137.	Verdict of guilty
138.	If the employee should be convicted of all or any of the charges, the question of an appropriate penalty then comes up for consideration.
139.	Addressing the chairman
140.	After the verdict of guilty has been announced in the presence of the employee and his representative, the complainant/investigator may draw the attention of the chairman to any record of meritorious service rendered by the employee as well as any record of written warnings issued to the employee that had not yet lapsed when the offence(s) of which the employee was convicted were committed.
141.	The complainant/investigator may address the chairman on the question of an appropriate penalty. The employee and/or his representative may also address the

	chairman in this connection and may plead in mitigation. If the employee wished to call evidence in mitigation of the penalty he should be permitted to do so.
142.	The penalty
143.	The chairman announces the penalty and gives his reason for the decision in the presence of the employee and his representative. He explains the consequences of the penalty to the employee.
144.	Suspension
145.	Except as a mutual agreed to "option to dismissal", suspension without payment is inadmissible.
146.	Suspension with payment is effective for a maximum period of 30 days and shall not be considered as an interruption of service.
147.	Period of validity of warnings
148.	Verbal warnings shall remain valid for the period of three (3) months.
149.	Written warnings shall remain valid for the period of six (6) months.
150.	Final warnings shall remain valid for nine (9) months.
151.	Verbal, written warnings which have expired will not be taken into consideration against an employee at any stage.
152.	Right of appeal
153.	Appeal procedure
154.	Introduction
155.	Every employee against whom disciplinary action is instituted has the right to appeal against such action.
156.	Each appeal shall be thoroughly considered with due regard to the relevant facts.
157.	An employee who wishes to appeal must do that within three (3) working days from the date of the imposition of the penalty.
158.	Grounds for Appeal
159.	An employee may appeal to higher authority that the disciplinary action instituted against him is set aside, but only on the following grounds:
160.	Substantive unfairness
161.	Procedural unfairness
162.	Mitigation
163.	Victimization
164.	New evidence
165.	An employee, who relies on the ground of appeal, shall submit full particulars and relevant documentation supporting his appeal on an appeal form.
166.	Copies of correspondence and documents previously addressed to or made available to the employer.
167.	Person with whom appeals shall be lodged
168.	All appeals against disciplinary action taken shall be submitted in writing to the Human Resource Manager
169.	Directives regarding Appeal
170.	No appeal shall be considered unless the grounds for appeal are disclosed and motivated and copies of all relevant documents are attached to the appeal.
171.	On receiving the appeal, the Human Resource Manager shall consider all relevant facts and then institute an appeal hearing.
172.	The Human Resource Manager will advise the employee in writing of the date and time of the appeal hearing within one (1) working week.
173.	Appeal hearing
174.	The Human Resource Manager shall conduct or appoint an appropriate person to conduct the hearing.

175.	The appeal hearing shall consist of the following
176.	The Presiding Officer
177.	The Original Accused
178.	His Representative
179.	The Original Complainant
180.	If required, witnesses may again be called by the Presiding Officer.
181.	Notice to the employee
182.	A written notice containing the following information shall be furnished to the employee personally.
183.	The name of the presiding officer who shall be conducting hearing.
184.	The date; place and time of commencement of the hearing shall take place.
185.	The employee's attention shall furthermore also be drawn in writing to the fact that he must, within three (3) working days after the receipt of the notice, inform the Presiding Officer.
186.	The names and details of any witnesses he wishes to call.
187.	Whether it will be necessary to arrange for an interpreter
188.	A copy of the Disciplinary Code and Procedure shall be made available to the employee upon request.
189.	The chairman informs the employee that he has the right of appeal against the conviction and the penalty, which he must exercise within 3 (three) working days from the date of the imposition of the penalty.

HR MANAGER	DATE	SIGNATURE

Appendix G: Employment contract

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND

BETWEEN:

COMPANY PTY) LTD.

[Hereinafter referred to as “the Employer”]

and

ID Number:

Address:

[Hereinafter referred to as “the Employee”]

WHEREAS the Employer is desirous to engage the Employee; and

WHEREAS the Employee is desirous to accept employment with the Employer;

1. The Employer hereby offers employment to the Employee on the terms and conditions set out hereunder and the Employee hereby accepts the employment on those conditions.
 - 1.1. specified in this agreement;
 - 1.2. Those conditions of employment not specified in this agreement shall be in terms of the Employer’s rules, regulations and procedures; and
 - 1.3. in accordance with the provisions of the Basic Conditions of Employment Act, 75 of 1997; and
 - 1.4. That in the event of this Employment Contract, the Employer’s rules regulations and procedures and the provisions of the Basic Conditions of Employment Act are silent on any specific point then, and in such a case, the relevant section[s] of Wage Determination 452 shall apply.

2. DEFINITIONS

Unless the context otherwise indicates, any expressions which are used in this Agreement and which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and for the purposes of this Agreement and Employees shall be deemed to be in that class in which he/she is wholly or mainly engaged; further, unless inconsistent with the context –

- 2.1. **“bargaining council”** means the South African Road Passenger Bargaining Council (**SARPBAC**);
- 2.2. **“bus”** means a self-propelled vehicle intended to carry more than 16 (sixteen) persons, including the driver of the vehicle;
- 2.3. **“Daily wage”** means an Employee’s hourly wage multiplied by the Employee’s ordinary hours of work in a day;
- 2.4. **“Day”** means the period of 24 (twenty four) hours from midnight to midnight. Provided that in the case of a member of the operating staff it shall mean a period of 24 (twenty four) consecutive hours calculated from the time the Employee commences work;
- 2.5. **“Eligible” Employee** means an individual, other than an individual who is part of an Employer’s Management, Supervisory Management Support Staff, who works in the Road Passenger Transport Industry and who is in the permanent employ of an Employer in that industry;
- 2.6. **“Employee”** means an individual who is employed in one of the job categories stipulated in sub-clause (26) hereunder;
- 2.7. **“Employer”** means an individual, company or organisation who employs or provides work for any person in the Road Passenger Transport Industry;
- 2.8. **“hourly rate”** means an Employee’s hourly rate of pay;
- 2.9. **“law”** includes the common law;
- 2.10. **“Management Staff”** mean those individuals who are responsible for the management of the business or a division, department, depot, section or workshop within such business. Business owners, directors and/or persons holding positions of assistant manager, or any more senior position within an Employer’s staff structure, would fall within the definition of this category of staff;
- 2.11. **“Management Support Staff”** mean those individuals providing support services within a business. Individuals involved in the auditing, accounting, personnel administration, payroll, recruitment, welfare, public relations, secretarial and/or information technology functions as well as those with insurance claim processing, disciplinary activities or security services (other than individuals working as security guards) fall within the definition of this category of staff;
- 2.12. **“minimum hourly rate”** means the minimum basic hourly rate of pay applicable to a specific job category;
- 2.13. **“monthly wage”** means an Employee’s Weekly Wage multiplied by 52 (fifty two) and divided by 12 (twelve);
- 2.14. **“operating staff”** means a bus driver, bus driver-conductor, checker/regulator, conductor, dispatcher/transport officer, inspector, point controller, clip card seller, ticket office Employee, senior inspector, senior dispatcher/transport officer, senior checker/regulator,

- 3.15. **“ordinary hours of work”** means the hours of work prescribed in clause 10 or if by agreement between Employer and his Employee the latter works a lesser number of hours, such shorter hours, and includes-
- 3.15.1 all periods during which an Employee is obliged to remain at his post in readiness to commence or proceed with his work; and
- 3.15.2 all time spent by a bus driver or a bus driver-conductor on work connected with the bus passengers and all time spent by a driver of a motor vehicle on work connected with the vehicle or its load.
- 3.15.3 but does not include any meal interval, sleep-over period or any time for which a subsistence allowance is payable to an Employee if during such period the Employee does no work other than remaining in charge of the vehicle;
- 3.15. **“overtime”** means that portion of any period worked by an Employee during any week or day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an Employee works for his Employer on a paid holiday, on his weekly day off or on a Sunday;
- 3.16. **“paid holiday”** means New Year’s Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers’ Day, Youth Day, National Women’s Day, Heritage Day, Day of Reconciliation, Christmas Day, Day of Goodwill and any other day declared to be a paid public holiday in terms of the Public Holidays Act No. 36 of 1994;
- 3.17. **“Road Passenger Transportation Industry”** or **“Industry”** means the industry in which Employers and their Employees are associated for the purpose of conveying for reward on any public road any persons by means of a power-driven vehicle (other than a vehicle in the possession and under the control of Transnet or a local authority) intended to carry more than 16 persons simultaneously including the driver of the vehicle, and includes all operations incidental thereto or consequent thereto;
- 3.18. **“short-time”** means a temporary reduction in the number of ordinary hours of work owing to slackness in trade, inability to operate normal services, a breakdown of plant, machinery, a bus or buses or a breakdown of buildings;
- 3.19. **“spread over”** means the period in any day from the time an Employee commences work until he ceases work for that day;
- 3.20. **“Supervisory Staff”** mean those individuals exercising supervisory control and who are responsible for the activities and/or work performance of employees falling within the ambit of such control. Individuals occupying a position such as assistant manager or higher in the administration function, charge hand or higher in engineering function, chief inspector or higher in the traffic function, chief operator or higher in the traffic control function, or assistant chief ticket office clerk or higher in the revenue receiving function fall within the definition of this category of staff;
- 3.21. **“wage”** means the amount of money payable to an Employee in respect of his ordinary hours of work;
- 3.22. **“week”** in relation to an Employee, means the period of 7 (seven) days within which the working week of that Employee ordinarily falls;
- 3.23. **“weekly day off”** means the day off referred to in clause 10(5);
- 3.24. **“weekly wage”** means an Employee’s hourly rate multiplied by the ordinary hours worked in a week;

4. GOOD FAITH

The parties agree to perform this contract in good faith and will respect each other's mutual freedom of private, social and political life and the freedom to associate and to organize. The Employer undertakes to ensure, as far as reasonably practicable, the health, safety and welfare of the Employee at work.

5. DURATION

It is agreed that the Employee's contract of employment will run for an indefinite period commencing on -----
-----which period the Employee's services may be terminated for any valid reason and after the Employer has followed a fair procedure.

6. JOB DESCRIPTION, MISSION, VISION & 4 PRINCIPLES

6.1 Job Description

The Employee's duties and responsibilities shall be in accordance with the "DUTIES OF DRIVERS (8) the job title is:

BUS DRIVER

The Employee undertakes to abide by the Employer's Mission, Vision, Principles and Code of Conduct which is deemed to be incorporated in this agreement and forms part thereof and which can be amended from time to time by management. The Employee expressly declares that he acquainted himself with the contents thereof and that he understands the same:

6.1.1 OUR MISSION

Our MISSION is to be the top provider of safe, quality, cost effective and reliable bus transport services to the benefit of all our clients and stakeholders.

6.1.2 OUR VISION

- 6.1.2.1 To build enduring relationships with our customers and employees.
- 6.1.2.2 To embrace safety at all levels in our organization and to maintain our exemplary safety record.
- 6.1.2.3 To continuously work towards being the most cost effective bus transport provider.
- 6.1.2.4 To continuously invest in infrastructure and technology.
- 6.1.2.5 To know our business best.

6.2 Our 4 PRINCIPLES are:

- 6.2.1 Respect for each other as human beings.
- 6.2.2 Respect for the company and its property.
- 6.2.3 Respect for rules, regulations, law and order.
- 6.2.4 Respect for company standards and procedures.

7 GENERAL RULES MUST BE CLOSELY OBSERVED

- 7.1 These general rules as described in this document and issued from time to time, must be read and complied in conjunction with the Company Code of Conduct and Disciplinary Code as indicated in **Annexure A**.
- 7.2 Further to the general rules of the company, employees must acquaint themselves with all memos and procedures that are issued from time to time, and regard such memos and procedures as company rules and regulations.

8 DUTIES OF EMPLOYEES

- 8.1 Duties of drivers include but are not limited to the following:
 - 8.1.1 To promote and act in the best interests of company at all times.
 - 8.1.2 To ensure that personal conduct, duties and actions are executed in a responsible and safe manner and is in accordance with all Legislation, in accordance with the Company Disciplinary Code, Code of Conduct and all Standards and Procedures as required by the Company and its Clients from time to time.
 - 8.1.3 To treat all Clients, Road Users and Pedestrians with respect and dignity at all times.
 - 8.1.4 To drive buses and other company vehicles in a manner that promotes road safety and the positive image of company.
- 8.2 In this regard, you must familiarise yourself with all the standards and requirements by obtaining the necessary and relevant documents from Management, and study them in detail.

8.3 Permission to drive a Bus or Company Vehicles

- 8.3.1 A driver may only drive a bus or any other company vehicle with the authorisation of management, and under no circumstances may a company vehicle be used for any other purpose or in any other manner.
- 8.3.2 This authorisation will be indicated in the following documents and drivers may only drive a bus or any other company vehicle on the route or to the destination as indicated in these documents:
 - 8.3.1.1 Daily bus and driver schedule (Barchart).
 - 8.3.1.2 Route or job cards.
 - 8.3.1.3 Special Hire trip sheet.
 - 8.3.1.4 Exit permit.

8.4 Deviations from routes or time tables:

- 8.4.1 No deviations from routes or time tables are permitted. If forced deviations occur, drivers must record the deviations on the log/trip sheet, and notify Management immediately after such an event.
- 8.4.2 Special Hire trips: If deviations to the routes, destinations or time tables occur on special hire trips, drivers have to notify management before such deviations occur, and obtain permission from management to comply with the deviations.
- 8.4.3 If time tables are not adhered to, drivers must notify their immediate Supervisors or Contract Managers immediately.

8.5 Emergency trips:

Only a Contract Manager or Operations Manager may authorise a trip verbally when an emergency occurs.

8.6 Bus Stops

8.6.1 **Authorised stops**

Drivers may only stop buses at authorised stops. These include the following:

- 8.6.1.1 Route stops as indicated by the Job Card, or by management.
- 8.6.1.2 Pick-up points as indicated on the special hire trip sheet.
- 8.6.1.3 Emergency stops.
- 8.6.1.4 Authorised re-fuelling stops.
- 8.6.1.5 Stops requested by the groups who have hired the bus.
- 8.6.1.6 Emergency stops as a result of break-downs or accidents.
- 8.6.1.7 Stopping to receive urgent phone calls from supervisory staff or management.
- 8.6.1.8 Requested by an authorised Company or client official or officer of a law enforcement agency.

8.6.2 **Unauthorised stops**

- 8.6.2.1 It is not permitted to make unauthorised stops with buses.
- 8.6.2.2 These include but are not limited to the following:

- 8.6.2.2.1 Any stop that is not a regular stop that is authorised by management.
- 8.6.2.2.2 Stopping to pick up unauthorised passengers.
- 8.6.2.2.3 Stopping at shops.
- 8.6.2.2.4 Stopping at the side of the road to eat lunch.
- 8.6.2.2.5 Stopping to communicate with other road users.
- 8.6.2.2.6 Stopping at private homes.
- 8.6.2.2.7 Stopping for personal reasons outside of work scope.
- 8.6.2.2.8 Illegal parking of the bus.
- 8.6.2.2.9 Leaving a vehicle unattended.

8.7 **Damaging a Vehicle**

- 8.7.1 Drivers must be cautious of the condition of the vehicle, and not drive a vehicle if there is a possibility that damage might occur, or in a way that will inflict damage on the vehicle.
- 8.7.2 In this regard, pre-trip checks and mid-trip checks must be done correctly and any defect must be reported to management immediately.
- 8.7.3 While driving, gauges must be monitored constantly to prevent over-heating or oil loss damage or fuel starvation.
- 8.7.4 Drivers may not over rev engines to the extent that it may cause engine damage.
- 8.7.5 Check wheels, wheel nuts and tyres regularly.
- 8.7.6 Be aware of irregular noises, and inspect and report such noises if they occur, and only drive a vehicle if it is confirmed that it is safe to do so.
- 8.7.7 Report accident or body damage as soon as it occurs. All accident and body damage must be recorded on the appropriate form as soon as possible. Any existing body damage must also be recorded and noted prior to the departure on a trip.

8.8 **Transportation of Unauthorised passengers**

- 8.8.1 Drivers may only transport authorised passengers, who include the following:
 - 8.8.1.1 Contract Client employees
 - 8.8.1.2 Passengers as determined by clients
 - 8.8.1.3 Passengers as determined by Management
 - 8.8.1.4 Special hire groups
- 8.8.2 Drivers may not transport the following passengers

- 8.8.2.1 People requiring ad-hoc lifts
- 8.8.2.2 Family or friends, without the prior consent of Management.
- 8.8.2.3 People not included in 8.8.1.

- 8.8.3 Drivers are under no circumstances allowed to collect payment of any kind from passengers.
- 8.8.4 Transportation of unauthorised passengers for favour or reward is a serious transgression of Company Rules and Regulations.

8.9 Adherence to Road speeds

- 8.9.1 Drivers are required to adhere to road speeds at all times on public and private roads, in particular on Mine properties.
- 8.9.2 Drivers have to consider factors such as loads, visibility, traffic density, steep descents, road design and conditions, atmospheric conditions, congested areas, schools, etc, and adjust road speeds accordingly, even if it means reducing road speeds to slower than the indicated / legal maximums.
- 8.9.3 Road speeds must at all times be adjusted to be conducive to safe driving practices.

8.10 Time management

- 8.10.1 **Reporting for duty:** Drivers must report for duties at least 15 (fifteen) minutes before the shift is scheduled to depart from the depot.
- 8.10.2 **Failing to report for duty:** Drivers must notify management of failure to report for duty at least **3 (three) hours** before the shift or trip is scheduled to depart from the depot. Please refer to the Code of Conduct for penalties if drivers fail to report for duty without notifying management timorously.

8.10.3 Swapping/exchanging of duties

- 8.10.3.1 All driver duties will be scheduled in advance, and it is against company rules to exchange duties or rest periods with another driver.
- 8.10.3.2 Any inability to report for duty for whatever reason must be reported to Management, at least 3 (three) hours before commencement of duty.

8.11 Report fit for duty

8.11.1 Alcohol and Drugs:

- 8.11.1.1 Introduction: The Company has a strict policy of zero tolerance with regard to alcohol and drug usage or association, and the Employee may under no circumstances report for duty with any alcohol or drug blood or breath level. The Employee agrees that any indication of alcohol or drug usage, or any possession of alcohol or drugs on person or in Company vehicles will lead to termination of employment.
- 8.11.1.2 Public association with alcohol: While in uniform, on or off duty, or in control of a company vehicle, Employees may not purchase any alcohol or visit any premises where alcohol is sold or consumed.
- 8.11.1.3 Alcohol and Drug Policy: Further to this document, employees must familiarise themselves with and abide by the Alcohol and Drug Policy attached hereto as **Annexure B**.

- 8.11.2 **Fatigue management:** Employees must report for duty rested and fit for work, and ensure that enough sleep is accumulated during rest periods. Please refer to **Annexure C** for guidelines.

8.12 Administrative tasks

- 8.12.1 Drivers must ensure that the prescribed and relevant administrative tasks are completed timorously, accurately and in accordance with Company standards, procedures and requirements. These task include, but are not limited to the following:

- 8.12.1.1 Bus pre-trip check.
- 8.12.1.2 Information as required on the log sheets and trip sheets
- 8.12.1.2 Fuel information as required by the re-fuelling procedure
- 8.12.1.3 Time register information and recording hours of work
- 8.12.1.4 Bus fault and damage reporting

8.13 Co-operation with Management

- 8.13.1 It will be required that drivers assist and co-operate with Supervisors, Contract Managers and other Management structures at all times.

8.14 Meetings:

- 8.14.1 It is a requirement that drivers attend regular and special meetings as arranged by Management from time to time. These include, but are not limited to:
 - 8.14.1.1 Weekly safety meetings
 - 8.14.1.2 Special meetings called by Management
 - 8.14.1.3 Meetings as required by clients.

8.15 Smoking and eating in the bus

- 8.15.1 Eating, drinking and smoking in a bus is not allowed even if there are no passengers being transported.

8.16 Company Uniform and personal appearance All employees must at all times be clean, neat and tidy, and dressed in the regulation company uniforms while on duty or while on Company property or premises.

8.17 Vehicle inspections

- 8.17.1 It is obligatory that all vehicles must be inspected according to the relevant pre-trip and mid-trip check before and during any trip. Vehicles may not be used if these checks are not done.
- 8.17.2 Please refer to the vehicle inspection lists as indicated on the bus log and trip sheets.

8.18 Log Sheets and Trip Sheets and Gate Sheets

- 8.18.1 Drivers must complete a log or trip sheet that indicates the departure point and destination of ANY trip, whether there are passengers on board or not.
- 8.18.2 The kilometre reading must be indicated as per the correct procedure:
- 8.18.3 Log and trip sheets must be handed in immediately after any trip.
- 8.18.4 All log and trip sheets must state driver's name, bus number and date.
- 8.18.5 Passengers numbers must be recorded as requested on trip sheets.
- 8.18.6 Time recording: All bus movement, departure and arrival times must always be recorded accurately.
- 8.18.7 If more than one bus is used for the same trip on the same trip sheet, please show clearly the different buses used.
- 8.18.8 The kilometres of the all vehicles MUST be recorded on the gate sheet every time a vehicle is taken out of the premises.

8.19 Bus fault / defect reporting

- 8.19.1 All faults or complaints concerning vehicles must be recorded IMMEDIATELY in the "Fault Report Book" after the completion of a trip.

8.20 Accident Reporting

- 8.20.1 All accidents of any nature (including minor scratches and damage to vehicles) must be reported to management immediately, and the extent of damage, however small, must be recorded in the fault report book, or on the Body Damages Control Sheet.
- 8.20.2 Please refer to the Accident Procedure as indicated in **Annexure D** for further instruction.

8.21 Time Recording

- 8.21.1 All employees must clock a card at the beginning and end of each workday and all drivers must complete a time sheet per each shift worked and in an accurate and honest fashion.
- 8.21.2 After a break in service, an employee will be considered to be a new employee.

8.22 Licensing, Permits and Medical Certificates

- 8.22.1 Drivers must at all times be in possession of a valid Driving Licence and Professional Driving Permit.
- 8.22.2 Suspension or expiry of a Driving Licence or Professional Driving Permit will lead to suspension from duties without pay. Dismissal may be instituted if Professional Driving Permit is not renewed within a reasonable time 7 (seven) days after expiry date.
- 8.22.3 The following License codes qualifies driving for the following vehicles:
- 8.22.3.1 B: Passenger cars and LDV's
- 8.22.3.2 C1: 35 Seated and smaller vehicles (under 16 000kg GVM)
- 8.22.3.3 C: 65 Seated bus and smaller, without a trailer (over 16 000kg GVM)
- 8.22.3.4 EC: 65 Seated bus and smaller, with a trailer.
- 8.22.4 All drivers are required to undergo and pass annual mine medical and induction programmes. Failure to be in possession of a valid medical and Induction certificate will lead to suspension of duties without pay.

8.23 Outside Business:

- 8.23.1 No employee is allowed to conduct any outside business in competition with the business of this company.
- 8.23.2 No employee is allowed to conduct any outside business that will reduce the resting time of the employee.

8.24 Code of Conduct:

By signing this Contract of Employment, Employees confirm that they have familiarised themselves with the Company Code of Conduct and guarantee that they will conduct themselves accordingly.

9. PAYMENT OF REMUNERATION

- 9.1 You will be paid a basic salary of _____ per month. Any other payments will be made in accordance with the current wage agreement and amended by future wage agreements.

- 9.2 Salary shall be paid on the 25th of each month. Should the 25th fall on a weekend, the Company shall pay the salary on the 1st working day after the weekend.
- 9.3 Any amount due to an Employee shall, in accordance with company policy, be paid monthly, by direct deposit into an account designated by the Employee.
- 9.4 An Employer must give an Employee the following information in writing on each day that an Employee is paid:
- 9.4.1 The Employer's name;
 - 9.4.2 The Employee's name and occupation;
 - 9.4.3 The period for which the payment is made;
 - 9.4.4 The Employee's gross remuneration;
 - 9.4.5 The amount and description of any deduction made from the remuneration;
 - 9.4.6 Details of overtime and other earnings; and
 - 9.4.7 The actual net pay
- 9.4.7.1 Deductions – The Employer shall not levy any fines against his Employee nor may he make any deductions from his Employee's remuneration other than:-
- 9.4.7.1.1 With the written consent of the Employee;
 - 9.4.7.1.2 Whenever an Employee is absent from work, other than at the direction of his Employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such Employee was receiving in respect of his ordinary hours of work at the time of such absence;
 - 9.4.7.1.3 a deduction of any amount which an Employer by law or order of any competent court or by collective agreement is required or permitted to make;
 - 9.4.7.1.4 whenever the ordinary hours of work are reduced because of Short-Time as defined, a deduction not exceeding the amount of the Employee's hourly wage in respect of each hour of such reduction: Provided that –
 - 9.4.7.1.4.1 such deduction shall not exceed one third of the Employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - 9.4.7.1.4.2 no deduction shall be made in the case of short-time arising out of slackness of trade or inability to operate normal services unless the Employer has given his Employee notice on the previous workday of his intention to reduce the ordinary hours of work;
 - 9.4.7.1.4.3 no deduction shall be made in the case of short-time owing to a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the Employer has given his Employee notice on the previous day that no work will be available;
 - 9.4.7.1.4.4 with the written consent of an Employee, a deduction of any amount which an Employer has paid or has undertaken to pay-
 - 9.4.7.1.4.4.1 any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a payment on a loan granted to such Employee to acquire a dwelling;
 - 9.4.7.1.4.4.2 any organisation or body in respect of the rent of a dwelling is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the state or a body as referred to above;

- 9.4.7.1.4.5 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to him by the Employer; Provided that any such deduction shall not exceed one third of the total remuneration due to the Employee on the pay-day concerned and provided further that no such deduction shall be made in respect of any period during which the Employee's wage is reduced.
- 9.4.7.1.4.6 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to him by a third party whom the Employer has approved for the purposes of advancing loans.

10 ORDINARY HOURS OF WORK AND OVERTIME

- 10.1 *Ordinary hours of work* – Ordinary hours of work shall not exceed 45 (forty five) hours in any week.
- 10.2 *Averaging of hours of work* – Notwithstanding the provisions of clause 4 above, the ordinary hours of work of an employee may be averaged as permitted in terms of the Basic Conditions of Employment Act.
- 10.3 *Meal intervals* – An Employer shall not require or permit an Employee to work continuously for more than five (five) hours without a meal interval of not less than 30 (thirty) minutes during which interval such Employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime.
- 10.4 *Rest intervals* – An Employer shall grant to his Employee, other than a member of the operating staff, a rest interval of not less than 10 (ten) minutes as nearly as practicable in the middle of each first work period of the day, and during such interval the Employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of the Employee.
- 10.5 *Weekly day off* – An Employer shall grant to every Employee at least one full day off during every 7 (seven) consecutive days.
- 10.6 *Spread over* – In the case of a member of the Operating Staff the ordinary hours of work, including the meal interval where applicable, and all overtime, shall on any one day be completed within a spread over of 14 (fourteen) hours.
- 10.7 *Limitation of overtime* – An Employer shall not require or permit an Employee to work overtime, otherwise than in terms of a collective agreement or an agreement by him with the Employee, and provided that the ordinary hours of work are not exceeded by more than 10 (ten) hours in any week.
- 10.8 *Rest Period* – An Employer shall grant to his Employee, other than a member of the Operating Staff, a daily rest period of the least 12 (twelve) consecutive hours between the Employee ending and recommencing work.

11 SCHEDULING WORK

- 11.1 Employers have the right to schedule Employees for all ordinary hours in any day and/or week at ordinary rates of pay only.
- 11.2 Schedules may make provision for waiting / standby periods, to the extent decided by the Employer, which periods may, amongst other duties, include driving, special hires attendance at training courses or meetings.
- 11.3 Employers may amend schedules but shall do so subject to the provision of at least 7 (seven) days' notice being given prior to the implementation of such new schedules.

12 SUBSISTENCE & TRAVEL ALLOWANCE

- 12.1 An Employee, who is away from his Employer's establishment on special hire/charter duties or on instructions from his Employer and is, as a consequence thereof and at the instruction of the Employer, required to sleep out, will be paid an allowance of two hundred and fifty rand (**R460.00**) for each night that he is required to sleep out to cover the costs of meal and accommodation.
- 12.2 An Employee, who is away from his Employer's establishment, for more than **7hours 20min**, on special hire/charter duties or on the instruction of the employer, but is not required/instructed by the employer to sleep out, will be paid a meal allowance of three rand and fifty cents (**R6.80**) per hour for each completed hour for each of such special hire/charter or absence.
- 12.3 The above allowances will not be paid where, in terms of the Employer procedures, the Employer or a third party provides accommodation and/or food, pays for such expenses directly or where accommodation and/or food are made available at no cost to the Employee.

13 SICK LEAVE

- 13.1 "Sick leave cycle" means the period of 36 (thirty six) months' employment with The same Employer immediately following –
- 13.1.1 an Employee's commencement of employment; or
13.1.2 the completion of that Employee's prior sick leave cycle.
- 13.2 During every sick leave, an Employee is entitled to an amount of paid sick leave equal to the number of days the Employee would normally work during a period of 6 (six) weeks;
- 13.3 for employees working a 5 (five) day work week, 30 (thirty) days in a 3 (three) year period;
- 13.4 for employees working a 6 (six) day work week, 36 (thirty six) days in a 3 (three) year period.
- 13.4.1 Despite sub-clause (2), during the first six months of employment, an Employee is entitled to 1 (one) day's paid sick leave for every 26 (twenty six) days worked.
- 13.5 During an Employee's first sick leave cycle, an Employer may reduce the Employee's entitlement to sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).
- 13.6 An Employer must pay an Employee for a day's sick leave –
- 13.6.1 the wage the Employee would ordinarily have received for the ordinary hours of work on that day; and
13.6.2 on the Employee's usual payday.
- 13.7 An agreement may reduce the pay to which an Employee is entitled in respect of any day's absence in terms of this clause if –
- 13.7.1 the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
13.7.2 the Employee's entitlement to pay-
- 13.7.2.1 for any day's sick leave is at least 75% (seventy five per cent) of the wage payable to the Employee for the ordinary hours the Employee would have worked on that day;
- 13.7.2.2 for sick leave over the sick leave cycle is at least equivalent to the Employee's entitlement in terms of this agreement.

14 PROOF OF INCAPACITY

- 14.1 Where an Employee falls ill, the Employee shall inform the Employer of the illness within 24 (twenty four) hours of taking ill.
- 14.2 The Employee shall submit a sick certificate, signed by a medical practitioner who is registered with a professional council established by an Act of Parliament, to his Employer stating the nature of the illness and the duration of Employee's absence.
- 14.3 This sick certificate shall be submitted within 48 (forty eight) hours of the Employee going absent due to illness

15 PROHIBITION OF EMPLOYMENT

An Employer shall not:

- 15.1 employ any person under the age of 15 (fifteen) years;
- 15.2 require or permit any female Employee to work during the period commencing 1 (one) month prior to the expected date of her confinement and ending 2 (two) months after the date of her confinement, unless a medical practitioner who is registered with a professional council established by an Act of Parliament certifies that the Employee is fit to resume work earlier.

16 TERMINATION OF CONTRACT OF EMPLOYMENT

Other than where individual contracts of employment provide for a longer termination notice period, the Employer or the Employee, other than a casual Employee, who desires to terminate the contract of employment, shall give –

- 16.1 during the first 4 (four) weeks of employment, not less than 1 (one) workday's notice of termination of contract;
- 16.2 after the first 4 (four) weeks of employment, not less than 1 (one) weeks' notice of termination of contract.

17 CERTIFICATE OF SERVICE

On termination of employment an Employee is entitled, upon request, to a certificate of service stating –

- 17.1 the Employee's full name;
- 17.2 the name and address of the Employer;
- 17.3 a description of the Bargaining Council by which the Employer's business is covered;
- 17.4 the date of commencement and date of termination of employment;
- 17.5 the title of the job or a brief description of the work for which the Employee was employed at date of termination;
- 17.6 the Employee's remuneration at date of termination; and
- 17.7 if the Employee so requests, the reason for termination of employment;

18 KEEPING OF RECORDS

- 18.1 Every Employer must keep a record containing at least the following information;
 - 18.1.1 the Employee's name and occupation;
 - 18.1.2 the time worked by each Employee;
 - 18.1.3 the remuneration paid to each Employee;
 - 18.1.4 the date of birth of any Employee under 18 (eighteen) years of age; and
 - 18.1.5 any other prescribed information.
- 18.2 A record in terms of sub –clause (1) must be kept by the Employer for a period of three years from the date of the last entry in the record.
- 18.3 No person may make a false entry in record maintained in terms of sub-clause (1) above.
- 18.4 An Employer who keeps a record in terms of this clause is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

19 NIGHT-SHIFT ALLOWANCE

A night-shift allowance of three rand and fifty-five cents (R3.55) per hour will be payable to an Employee for actual hours worked between 20.00 and 03:00 (including meal breaks).

20 TOOL ALLOWANCE

A minimum allowance of twenty rand (R20.00) per week will apply for Employees who are required by the Employer to be in possession of, and are in possession of, the applicable tool-kit complying with the company's specified tool-kit for the specified trade.

21 RETIREMENT FUND CONTRIBUTION RATE

Employee will have either a pension or provident fund to which the Employer's contribution will be a minimum of up to ten percent (10,0%) of pensionable earnings to cover retirement and insured benefits.

22 BONUS

- 22.1 This clause is applicable only to Employees who are eligible for a bonus of less than 8.00% of their annual basic earnings.
- 22.2 Employees, who are in the service of the Employer on the first day of December in any year, shall be paid an amount equivalent to 8.00% of their actual basic earnings from such service during the 12 (twelve) month period immediately preceding the said first day of December. This bonus will be applicable on a pro rata basis where an Employee is engaged during the 12 (twelve) month period immediately preceding the said first day of December.
- 22.3 Employees who leave the service of their Employer prior to the first day of December in any year as a result of :
 - 22.3.1 being declared medically unfit to continue employment; or
 - 22.3.2 attaining normal retirement age; or
 - 22.3.3 their employment being terminated for operational reason; or the death of the employee shall be paid their bonus on a pro rata basis.
- 22.4 Should the financial position of a company be such that the bonus cannot be paid in terms of this clause, the exemption process in the exemption procedure of the Bargaining Council will be followed. Notice of intention to apply for exemption must be made directly to the General Secretary of the Bargaining Council in writing, by no later than 30 (thirty) calendar days prior to the scheduled payment of such bonus.

23 ANNUAL LEAVE

- 23.1 Annual Leave cycle means the period of 12 (twelve) months employment, with the same Employer, immediately following;
 - 23.1.1 an Employee's commencement of employment; or
 - 23.1.2 the completion of that Employee's prior leave cycle.
- 23.2 An Employer must grant Employees as least 21 (twenty) consecutive days of annual leave, on full remuneration, in respect of each annual leave cycle. This mean:-
 - 23.2.1 15 (fifteen) working days for Employees working 5 (five) day week;
 - 23.2.2 18 (eighteen) working days for Employees working a 6 (six) day week.

- 23.3 An Employer may reduce an Employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the Employee at the Employee's request in that leave cycle.

24 SET-OFF

Where in any one week an Employee absents himself/herself, for an authorised reason, from work during any or all of the ordinary hours of a shift or shifts he/she should have worked, such ordinary hours not worked by the Employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the Employee's ordinary rate of pay.

25 PROFESSIONAL DRIVING PERMIT REFUND

- 25.1 Employees who are required by the Employer to have a Professional Driving Permit will receive a 100% refund in respect of the cost of the successful renewal of the Professional Driving Permit and the cost of the card that is replaced at the same time as the Professional Driving Permit is renewed. Where a medical examination is required for the renewal of the Professional Driving Permit, such medical examination shall, for those individuals employed after 31 March 2004, be performed by a medical doctor of the Employer's choice.
- 25.2 Individuals employed before 1 April 2004 may, should the Employee so choose, use a medical doctor of the Employee's choice for the medical examination referred to above, in which case such Employee will be responsible for the cost thereof.
- 25.3 Should an Employee contest the medical finding of the company appointed doctor, such employee will have the right to undergo, at his cost, a further medical examination by a doctor of his choice
- 25.4 Should the Employee appointed doctor's medical opinion differ from the company appointed doctor's the Employee may exercise a right to a third medical examination. If the Employee does not exercise the right within 14 (fourteen) days, the company appointed doctor's medical finding will stand. The parties will establish an agreed panel of doctors for this purpose. A doctor on the panel will conduct such third medical examination. The medical opinion of the panel doctor will be final and binding.
- 25.5 Should the panel doctor's opinion confirm the company appointed doctor's opinion; the cost the third medical examination will be for the account of the Employee.
- 25.6 Should the panel doctor's opinion confirm the Employee appointed doctor's opinion cost the third medical examination will be for the account of the company.

26 CONTRACT PENALTIES

Where an Employee is found to be directly responsible for a penalty being imposed on the Employer because of the non-compliance with the terms and conditions of a tendered contract, the Employee will be required to reimburse the Employer to the extent of the penalty incurred, up to a maximum of R170.00 per incident. Such reimbursements shall be deducted from the basic wage/salary only of the Employee.

27 Amendments

Any amendments or changes to this agreement shall only be effective once both parties have agreed thereto in writing and such amendment or change has to be signed by both parties.

28 Job Description

It is expressly agreed by the Employee that, should the work as set out in the job description be unavailable, he/she will be prepared to perform any other suitable work which falls within his vocational abilities whether it be in the same or a different division of the Employer, provided that it shall be without loss of remuneration. The performance of any other suitable work under these circumstances shall not be seen as a right of the Employee.

29 Part-time jobs

The Employee shall not be entitled to work, outside normal working hours, for another employer, except where the Employer's written consent has been obtained. A further condition is that the undertaking of the second employer may not, directly or indirectly, be in competition with the undertaking of the Employer and the Employee's involvement may not in any way whatsoever detrimentally effect the Employer's work or his working relationship with the Employer.

30 Deductions

The Employee hereby authorizes the Employer to deduct from his wage/salary a pro rata amount for periods not worked such as stay-aways, strikes [whether protected or unprotected], poor timekeeping, et cetera.

31 Guarantee by Employee

The Employee confirms that all documentation, information and Credentials presented to the Employer in support of this application for employment are authentic and it is agreed that in the event of any of the above subsequently proving to be false, this will be grounds for summary termination of the Employee's services.

32 Maternity Leave

A female Employee is entitled to 4 (four) months maternity leave per occasion. The Employee will only be paid for a period of maternity leave according to a determination by the Minister of Labour. The Employee will apply for maternity leave at least 2 (two) months prior to the expected date of confinement.

33 Family Responsibility Leave

The Employee will be entitled to 3 (three) days family responsibility leave per year, which will be with full remuneration and in the case of birth of a child, illness of a child and in the case of death of a spouse or life partner, parent, child, grandparent, grandchild or sibling. This will only be granted to an Employee after the first 4 (four) months of continuous employment.

34 Status Quo

All conditions of employment, or parts thereof, that were in force as at 31 August 2007 and not specifically dealt with this agreement, shall remain in force and shall continue to be regulated by the custom and practice existing at that time, contracts of employment, collective agreements and/or relevant legislation.

35 Confidentiality

The Employee shall not disclose to any person any person any information as to practice, business, dealings or affairs of the Employer or any of its customers or as to any matter which may come to the knowledge of the Employee by reason of his employment as aforesaid save and except so far as is necessary and proper in the ordinary course of his/her employment in terms of this agreement.

EMPLOYEE: _____

SIGNED at _____ on this _____.day of _____20____

AS WITNESSES:

1. _____ 2. _____

COMPANY: _____

SIGNED at _____ on this _____.day of _____20____

AS WITNESSES:

1. _____ 2. _____

ANNEXURE B

ALCOHOL AND DRUG POLICY

It is important that all employees are acquainted with Company policy with regard to alcohol and drugs, which is the following:

1. A POLICY OF 0 (zero) % ALCOHOL AND/OR DRUG BLOOD LEVEL FOR ALL EMPLOYEES WHILST ON DUTY, ON COMPANY PROPERTY OR WHILE IN COMPANY UNIFORM.
2. It is important to be aware that any Employee who:
 - 2.1 Registers a positive blood alcohol or drug reading
 - 2.2 Shows visible signs of intoxication
 - 2.3 Refuses to undergo an alcohol or drug test
 - 2.4 Consumes alcohol or is found to be intoxicated in public while wearing Company uniform
 - 2.5 Is found to be in possession of alcohol on his/her person or;
 - 2.6 If any alcohol or drugs is found in a vehicle that is allocated or used by the Employee:
3. In addition to dismissal, drinking and driving can lead to the following:
 - 3.1 Suspension of licenses and permits for 6 (six) months for the 1st (first) offence, 5 (five) years for the second offence, and 10 (ten) years for the 3rd (third) offence.
 - 3.2 Fines of up to R120 000.00
 - 3.3 Insurance companies could refuse to pay out damages in the case of an accident, resulting in the possibility of considerable damages claims against a person guilty of drinking and driving.
4. As the Occupational Health and Safety Act does not allow any intoxicated person to enter the workplace, the same company policy is applicable for general workers, workshop, administrative staff and security guards.
5. It is important to remember the following:
 - 5.1 The company has the right to conduct alcohol and/or drug tests on any Employee at any time whilst on duty, at any place, and by any person the company wishes to appoint to conduct such tests. Should an Employee refuse to comply, the Employee will be deemed to have positive blood alcohol and/or drug content, and will be suspended immediately, and dismissed according to procedures.
 - 5.2 Any driver that is away on a trip is regarded to be on duty at all times, even if the driver completed the first section of the trip and is no longer in the vehicle. This effectively means that no alcohol or drugs may be consumed whilst away on such a trip. This includes the non-active duty time when away on specials.
 - 5.3 A few hours sleep will not sober-up a person after a period heavy of drinking. Because alcohol lingers in the body for a considerable period, a person with a hangover will usually still register positive blood-alcohol levels.
 - 5.4 No Employee may be in possession of alcohol or drugs while on the premises of the Employer, or in any accommodation or living quarters arranged or paid for by the Employer, by one of the Employer's clients, associates or anybody in relation to the business of the Employer.

- 5.5 It is the drivers' sole responsibility to ensure that any substance that is ingested by him/her is free of alcohol. This includes any form of medication, whether prescribed by a medical doctor or pharmacist or any traditional medicines prescribed by a traditional doctor/herbalist.

ANNEXURE C

REPORT FOR DUTY FIT AND RESTED

1. The policy is that a driver must get at least 6 (six) hours sleep before commencing on duty.
2. No intoxicating substances may be consumed within 24 (twenty four) hours of driving.
3. Notify your supervisor timorously if you are unable to drive because of poor physical or mental condition, e.g. sickness, fatigue, bereavement, etc.
4. If you are ill and feel that you are not capable of driving safely, please notify your supervisor timorously in order for him/her to make the necessary arrangements. A doctor's sick note will be required in such cases.
5. Always ask the doctor if the prescribed medicine could affect your ability to drive safely. A doctor's sick note will be required in such cases.

ANNEXURE D

ACCIDENT PROCEDURES

Any accident/incident no matter how small or insignificant it may seem, is to be reported to the operations manager, via the supervisor and or security guard on duty, as soon as possible after its occurrence.

Failure to report an accident is a serious offence and may lead to severe disciplinary action, (including dismissal) being taken against the Employee concerned.

Therefore the following procedures should be strictly adhered to in case of an accident. These procedures are internal company requirements and do **not** supersede the normal legal procedures as required by the Road Safety Act (See below):

1. Damage

Carefully assess the damage to all vehicles concerned and write it down in your log book.

2. Third Party

Obtain full particulars of the 3rd party vehicle(s) and driver(s) i.e. description of vehicle, colour, registration number, identity number and write it in your log book.

3. Date, time and place of accident.

Write down the date, time and exact location where the accident occurred.

4. Sketch

Draw a small sketch of the accident's location and how it occurred.

6. Independent witnesses.

It is of vital importance to obtain names, addresses and telephone numbers of **independent** witnesses, if possible. Independent witnesses are persons **other than passengers in your vehicle** who witnessed the accident.

7. Passengers

Obtain the names, telephone numbers and addresses of at least 3 (three) passengers in your vehicle if possible.

8. Liability

Never admit liability (guilt) to the 3rd party(s) or anyone else, including the police, under any circumstances.

9. Report to Police

All accidents must be reported at the nearest police station and a case number obtained within 24 (twenty four) hours after the accident. Obtain the name, rank and station of the police officer(s) attending the accident.

10. Report to management.

Don't forget to report the accident to management as previously mentioned. You will be required to sign an insurance claim form, which will be submitted to our insurance company for scrutiny and assessment.

11. LEGAL REQUIREMENTS.

In terms of the Road Traffic Act, whenever a vehicle is involved in an accident in which a person is killed or injured or suffers damage in respect of property or certain animals (any bovine animals, horse, mule, sheep, goat, pig or ostrich) the driver must adopt the following procedure:

11.1 Immediately stop the vehicle.

- 11.2 Ascertain the nature and extent of any injury sustained by any person.
- 11.3 If a person is injured, render whatever assistance you may be capable of.
- 11.4 Ascertain the extent of any damage sustained.
- 11.5 Give the following information to any person having reasonable grounds for requesting it:
 - 11.5.1 Your name and address.
 - 11.5.2 The company's name and address.
 - 11.5.3 The registration number of the vehicle.
- 11.6 You must report the accident at a police station **as soon as possible** and in any case within 24 (twenty four) hours of the occurrence. On reporting the accident you must also produce your driver's licence and furnish your identity number.
- 11.7 Except in the instruction of, or when administered by, a medical practitioner in the case of injury or shock, you must not take any intoxicating liquor or narcotic drug.
- 11.8 In an urban area any vehicle involved in an accident in which a person is killed or injured may not be removed from the position it came to rest until authorized by a police officer, except when it causes complete obstruction of the roadway. Under such circumstances the vehicle may, without police authority and after its position has been clearly marked on the road surface, be moved sufficiently to allow the passage of traffic. If no one is injured vehicles may be removed without the police being called.
- 11.9 It has become illegal to take away a vehicle from any accident without the permission of the owner, a driver should obtain the necessary approval from his employer.
- 11.10 Failure to comply with these requirements is an offence and may bring prosecution with possible fines and **imprisonment of up to R36 000,00 (thirty six thousand rand) and/or 9 (nine) years**. It is also an offence to furnish false information.