



ESKOM

RECOGNITION AGREEMENT

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2000.05.26
 KIMBERLY-CLAYTON CO.
 COMPANY SECRETARY
 REPRESENTATIVE TO THE NATIONAL
 LABOR-RELATIONS BOARD

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 SECRETARY

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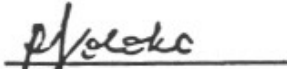


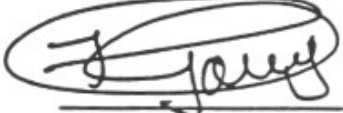


I hereby declare that the above signed document is a true copy of the original document and that I have personally verified the contents of the document and that the original document has not been altered in any way.
 29/5/2000
 P. G. ROOZE
 BOSS, HUMAN RESOURCE
 MELAYATI PARK MAXWELL BYLAN SANDTON
 PROTECTIVE SERVICES
 MAXWELL DRIVE SANDTON
 KOMMISSIONER HUKUM
 KOMISIUN NEGARA
 REPUBLIK VAN SUKABATI
 REPUBLIC OF SOUTH AFRICA


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PARTIES TO THE AGREEMENT

AGREEMENT

We, the undersigned parties, hereby agree to formalise and regulate our mutual relationship in accordance with the terms and conditions contained in this Recognition Agreement and to abide by its provisions. This Agreement supersedes Revision 3 of the Recognition Agreement and the Unfolding Vision Agreement.

	SIGNATURE	DATE
ESKOM		
Executive Director (Human Resources)		<u>12-05-2000</u>
TRADE UNIONS		
Eskom Employees Association		<u>12 May 2000</u>
Mineworkers Union		<u>12 May 2000</u>
National Union of Metalworkers of SA		<u>12 MAY 2000</u>
National Union of Mineworkers		<u>15 MAY 2000</u>
South African Workers Union		<u>17-5-2000</u>

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PART 1

1.1 INTRODUCTION AND PREAMBLE

The parties recognise that the Unfolding Vision Agreement and processes contributed substantially to the notion of workplace democracy, but that it has most probably unfolded.

New challenges and changes with respect to business imperatives and legal requirements warrant a review of all IR processes and structures to position Eskom and render it robust for any envisaged future changes.

The LRA sets out an enabling framework for parties to regulate their relations.

Initiatives should not only reflect the democratic practices and culture within Eskom but should also be aimed specifically at improving organisational efficiency and flexibility linked to Eskom's vision.

Both Eskom and the trade unions have willingly accepted the formidable challenge to bring about the desired change. Above all, the change can only come about if both parties build a culture based on trust, openness, and understanding of each other's position.

Eskom acknowledges that its employees have the right, inter alia, to organise, to associate and to bargain collectively.

The parties to the Agreement accept that rights entail certain responsibilities and undertake not to act unfairly and not to commit any unlawful acts.

In the interests of Eskom, its employees and the country, the parties to the Agreement consequently commit themselves:

- to this Agreement;
- to co-operate in a spirit of mutual regard and respect;
- to continually promote sound industrial relations through good faith bargaining, consultation and information sharing.

1.2 SCOPE

This Agreement and annexures applies to all employees, unless specifically otherwise provided for elsewhere in this Agreement.

1.3 DEFINITIONS, ABBREVIATIONS AND ACRONYMS

DEFINITIONS

Except if otherwise indicated, each word will have the meaning normally ascribed thereto:

Act - means The Labour Relations Act, No 66 of 1995, as amended from time to time.

Agreement - means this Recognition Agreement and annexures entered into between Eskom and the trade unions in respect of the Industrial Relations system for Eskom's employees.

Bargaining - means a process whereby management and one or more trade unions attempt, on an equal basis, to arrive at a mutually acceptable agreement.

<p>Handwritten: 29/5/2000</p> <p>Handwritten: P. Rooyen</p> <p>Handwritten: LA</p>	<p>I certify that the document is a true copy of the original.</p> <p>Handwritten: P. Rooyen</p> <p>BEGRINSKODDIENST MELDPAATJEPARK MAXWELLYLAAN SANDTON PROTECTIVE SERVICES MAXWELL DRIVE SANDTON</p>
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Bargaining unit - means the current AAA to CCU/PAO Patterson Band grades.

Conditions of Service - means the conditions of service as contained in Eskom's Conditions of Service (ESKDVA000-9, ESKDVA001-9 and ESKDVA002-1), as amended from time to time.

Consensus - means agreement by all.

Consultation - means a process of engagement as set out in Part 4 paragraph 4.2.1.7 of this Agreement.

Disclosure of information / Information sharing - means the process set out in Part 5 of this Agreement.

Dispute - shall have the same meaning as assigned to it in the Labour Relations Act, (Act No 66 of 1995) which includes an alleged dispute.

Employee - will have the meaning assigned to it in Section 213(f) of the Act, read in conjunction with the definition in Eskom's Conditions of Service.

Eskom - means Eskom, a juristic body created by virtue of the Eskom Act, No. 40 of 1987, as amended from time to time, having its Head Office at Megawatt Park, Maxwell Drive, Sunninghill Extension 3, Sandton.

Head Office - means Eskom's head office situated at Megawatt Park, Maxwell Drive, Sunninghill Extension 3, Sandton.

Majority agreement - means an agreement in the CBF between management and one or more trade unions having as their members the majority of unionised employees within the bargaining unit for the purposes of implementation.

Manager - means a Power Station Manager, Site Manager, or, in the case of any other business unit or department, the most senior accountable person in that business unit or department or any person acting in such capacity, and management will have a corresponding meaning.

National / Regional office bearer - means a person who holds national office in a trade union, with the exception of officials.

Part-time shop steward - means an Eskom employee who is a locally elected representative of a trade union and who serves as a shop steward on a part-time basis as stipulated in Part 8 of this Agreement.

Party - means Eskom or any trade union(s) that have signed the Agreement.

Round - means a meeting or a series of meetings scheduled for any one period within the bargaining / consultation time frame.

Threshold - means the percentage or number of Eskom employees that a trade union must have as its members in order to be recognised and allowed to exercise organisational rights in terms of this Agreement.

Trade union - will have the meaning assigned to it in the Act.

Workplace (for bargaining purposes) - means the whole of Eskom nationally.

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ABBREVIATIONS AND ACRONYMS

BU	Business Unit
BUF	Business Unit Forum
BUSC	Business Unit Steering Committee
CBF	Central Bargaining Forum
CCF	Central Consultative Forum
CCMA	Commission for Conciliation, Mediation and Arbitration
COS	Conditions of Service
DSM	Dispute Settling Mechanism
ED	Executive Director
FTSS	Full-time shop steward
GSC	Group Steering Committee
HR	Human Resources
IR	Industrial Relations
LRA	Labour Relations Act
NGF	National Group Forum
NSC	National Steering Committee
PTSS	Part-time shop steward
SF	Strategic Forum
T&S	Travel and subsistence
TU	Trade union

PART 2

2. RECOGNITION OF TRADE UNIONS

2.1 RECOGNITION CRITERIA

- 2.1.1 The threshold will be 10% of employees in the bargaining unit for all recognition purposes (including participation in all bargaining, consultative and information sharing forums).
- 2.1.2 All currently recognised trade unions will retain their recognition provided they meet a threshold of 4% of employees in the bargaining unit up until 30 June 2001, whereafter the 10% threshold will also apply to them.
- 2.1.3 Eskom will recognise any other registered trade union that meets the 10% threshold.
- 2.1.4 Eskom will not recognise such a trade union unless it is prepared to sign this Agreement, and no separate agreement of this nature will be entered into with any trade union.
- 2.1.5 In the event of a dispute occurring between Eskom and any or all of the trade unions with regard to the revision of this Agreement, and / or subsequent refusal to sign a new agreement, the matter will be handled in terms of the agreed dispute resolution mechanisms as envisaged in Part 6.
- 2.1.6 Eskom reserves the right to terminate or suspend its relationship with any trade union based on an award obtained through the agreed Dispute Settling Mechanism (DSM) to the effect that such trade union has materially breached this Agreement or has acted unlawfully.
- 2.1.7 Any dispute arising out of the above will be referred for resolution in terms of the mechanisms set out in Part 6 of this Agreement.

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PART 3

3. CENTRAL BARGAINING FORUM AND PROCESSES

- 3.1 The Central Bargaining Forum (CBF) was established to bargain on annual salary increases, conditions of service (COS), and trade union organisational rights.
- 3.2 The Central Consultative Forum (CCF) can decide to refer additional issues to the CBF.
- 3.3 The CBF does not require a steering committee.
- 3.4 The following governing principles will apply to the CBF:

3.4.1 REPRESENTATION

- 3.4.1.1 A trade union that meets the threshold as intended in paragraphs 2.1.1 and 2.1.2 will have three (3) seats at the forum. The three (3) seats will be for national office bearers, officials and / or FTSSs; and
- 3.4.1.2 For the first full 1 500 members in the organisation such a trade union will qualify for a fourth seat; and
- 3.4.1.3 For every full 1 000 members thereafter, an additional seat will be allocated.

3.4.2 TIME FRAME FOR BARGAINING

- 3.4.2.1 For all practical purposes bargaining will commence by 20 April and end by 31 May every year.
- 3.4.2.2 All items submitted must be handled within the period stated in paragraph 3.4.2.1.

3.4.3 MEETINGS WITHIN THE TOTAL BARGAINING PERIOD

- 3.4.3.1 Meetings will take place every two (2) weeks and bargaining on an issue will not exceed three (3) rounds. (Refer also to paragraph 3.4.7.1.)

3.4.4 SUBMISSION OF ISSUES TO BE BARGAINED

- 3.4.4.1 Submissions must be forwarded on or before 15 April, allowing at least four (4) working days' preparation prior to commencement of bargaining.

3.4.5 CHAIRPERSON

- 3.4.5.1 The chairperson will be appointed externally and the cost of his / her services will be borne by Eskom.

3.4.6 ROLE AND POWERS OF THE CHAIRPERSON

The chairperson will govern the process by:

- 3.4.6.1 maintaining order and discipline during meetings;

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- 3.4.6.2 ruling on points of order;
- 3.4.6.3 recommending caucuses;
- 3.4.6.4 calling for adjournments;
- 3.4.6.5 applying corrective measures which, among others, include:
 - 3.4.6.5.1 issuing cautionary warnings;
 - 3.4.6.5.2 addressing the responsible party either during discussions or individually;
 - 3.4.6.5.3 ruling parties out of order;
 - 3.4.6.5.4 upon consultation with the party / parties concerned, ordering a participant who has been ruled out of order to leave the meeting.
- 3.4.6.6 The chairperson will not be allowed in any caucus unless permission has been granted by the caucusing parties.
- 3.4.6.7 The chairperson must be flexible in exercising his / her powers.

3.4.7 FLEXIBILITY OF CHAIRPERSON

- 3.4.7.1 The chairperson may, in consultation with the parties concerned, decide that bargaining for salaries may exceed three (3) rounds if further movement is possible. (Refer also to paragraph 3.4.3.1.)
- 3.4.7.2 The chairperson will, in consultation with the parties concerned, decide how many days will be necessary in every two-week period to complete bargaining within the total period as set out in paragraph 3.4.2.1.

3.4.8 VENUES

- 3.4.8.1 Venues will be external.
- 3.4.8.2 Eskom will pay the venue cost in line with the number of representatives as set out in paragraph 3.4.1.

3.4.9 FORMAT OF AGREEMENTS

- 3.4.9.1 Accurate record-keeping of meeting proceedings is essential. This will include minutes and tape recordings.
- 3.4.9.2 The chairperson will ensure the accuracy of the above records, and also that the minutes are approved.
- 3.4.9.3 If and when collective agreements are reached, such agreements must be reduced to writing and signed as soon as possible, also specifying the duration of the agreement and who is bound by such agreement.
- 3.4.9.4 In the case of disputes, copies of relevant tape recordings must be made available to any / all parties on request.

<p>Handwritten: 29/5/2000</p> <p>DATE</p> <p>KOMMISSARIS VAN EDE COMMISSIONER OF OATHS REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA</p>	<p>Handwritten: P. J. ...</p> <p>DECLARATION OF OATHS</p> <p>DE SEKERINGSDIENSTE MIDWATTE PARK, MAXWELLYLAAN SANDTON PROTECTIVE SERVICES MAXWELL DRIVE SANDTON</p>
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3.4.10 SECRETARIAT

Corporate Industrial Relations (IR) of Eskom will provide a Secretariat whose function will include, but will not be limited to:

- taking minutes and making tape recordings;
- logistic support;
- arranging support;
- rendering any such support as may reasonably be required by the chairperson.

3.4.11 IMPLEMENTATION

In the event of majority agreement not being reached, the matter will be dealt with in terms of clause 6.6 of part 6 of the Agreement.

3.4.12 COMMUNICATION

3.4.12.1 Agreements concluded in the CBF will be published and disseminated in Eskom by the Secretariat.

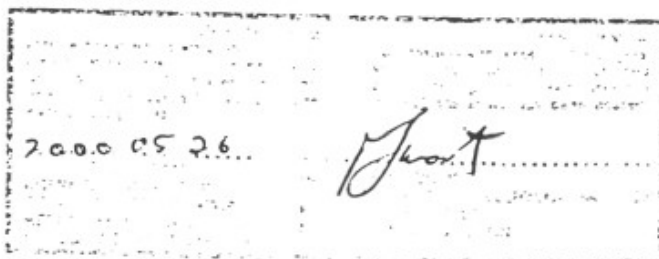
PART 4

4. PARTICIPATIVE STRUCTURES AND PROCESSES

4.1 STRATEGIC FORUM (SF)

A SF has been established, where high-level strategic issues and issues of principle are debated. This forum operates according to the following principles:

- 4.1.1 High-level representation (eg Executive Director (ED), Senior General Manager (SGM), President, General Secretary or National Organiser) from all parties will be maintained. There will be three (3) representatives per trade union and not more than two observers from each party.
- 4.1.2 Open discussion of all issues will be allowed.
- 4.1.3 This is an information-sharing forum and no negotiations will take place.
- 4.1.4 No operational issues will be discussed - only matters of a strategic nature.
- 4.1.5 The forum will operate as a sounding board for all parties.
- 4.1.6 The SF will provide direction and guidance to the consultative forums.
- 4.1.7 The SF will not be an appeal body and any dispute which may arise will be dealt with at either the Central Consultative Forum or the relevant national Group or BU Forum.
- 4.1.8 The SF will be held four times a year.



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4.2 CENTRAL CONSULTATIVE FORUM (CCF)

The CCF is an integrated forum representing the interests of AAA to CCU/PA0 bands and Eskom, and is the appropriate forum for all national consultations and sharing of information. All matters that have an Eskom-wide impact will be dealt with at this forum.

4.2.1 THE PRINCIPLES GOVERNING THE FORUM ARE AS FOLLOWS:

4.2.1.1 REPRESENTATION

4.2.1.1.1 A trade union that meets the national threshold as intended in paragraphs 2.1.1 and 2.1.2 will have three (3) seats at the forum. The three (3) seats will be for national office bearers, officials and / or FTSSs.

4.2.1.1.2 For a full 1 500 members in Eskom such a trade union will qualify for a fourth seat. For every full 1 000 members thereafter, an additional seat will be allocated.

4.2.1.2 A trade union official will be present at the CCF.

4.2.1.3 The representatives at the CCF should be fully mandated.

4.2.1.4 If an official is unable to attend, the chairperson must be notified in advance.

4.2.1.5 If officials are regularly absent, the trade union will be requested to attend to the matter.

4.2.1.6 The chairperson will be internal and the role and powers will apply mutatis mutandis as at the CBF (refer to paragraph 3.4.6).

4.2.1.7 The parties are committed to a process of consultation as set out below:

4.2.1.7.1 An item will be tabled at the NSC by any party.

4.2.1.7.2 On acceptance of an item as an agenda item by the NSC, two (2) weeks will be allowed prior to the CCF meeting to prepare fully. The item will be set out in full at the first CCF, including appropriate details and motivations.

4.2.1.7.3 Understanding of an item and its implications will be ensured.

4.2.1.7.4 A response will be provided item for item, including alternatives.

4.2.1.7.5 The party tabling an item will in turn provide a detailed response to each and every item.

4.2.1.7.6 As far as possible discussions on any one item will be limited to twice (i.e. paragraphs 4.2.1.7.4 AND 4.2.1.7.5 repeated) per round.

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- 4.2.1.7.7 The chairperson will have flexibility to allow debates to take place more than twice per round, but not more than two rounds will be permitted per item.
- 4.2.1.7.8 The steps and responses will be clearly documented.
- 4.2.1.8 Task groups may be established out of this forum to investigate matters and make recommendations to the forum.
- 4.2.1.9 Only matters with Eskom-wide effect will be dealt with at this forum.
- 4.2.1.10 Management reserves the right to make and implement decisions after the parties have deadlocked.
- 4.2.1.11 The trade unions reserve the right to declare disputes if they are dissatisfied with decisions taken by management.
- 4.2.1.12 The CCF will not act as an appeal body in respect of unresolved disputes from an NGF or a BUF (refer to paragraph 4.7).
- 4.2.1.13 Eskom and the trade unions are entitled to all relevant information in the CCF (refer to Part 5).
- 4.2.1.14 The CCF will meet bimonthly, except when the forum or the NSC agrees that:
 - 4.2.1.14.1 due to a lack of agenda items or to a crisis, a meeting is no longer necessary or possible on that date, but can be rescheduled for a later date;
 - 4.2.1.14.2 more meetings over and above the bimonthly meetings may be scheduled to deal with issues arising and / or backlogs.
- 4.2.1.16 The NSC will agree up front on the dates and duration of the meetings, for up to six months.
- 4.2.1.17 Summaries of understandings, decisions, disagreements and actions will be captured in the minutes of CCF meetings as they relate to implementation, intent and interpretation.
- 4.2.1.18 Separate ad hoc discussions at any level may still take place with individual trade unions to discuss matters which affect only the members of those trade unions.
- 4.2.1.19 Venues will be arranged and costs will be covered by Eskom in line with representation at this forum as set out in paragraph 4.2.1.1.

4.3 NATIONAL GROUP FORUM (NGF)

4.3.1 The NGF will be the forum for all national Group consultations and sharing of information. All matters that have a Group-wide impact and fall within the decision-making powers of the ED concerned will be dealt with at this forum. The agreed principles governing these forums are as follows:

4.3.2 A NGF will meet once in two months except when the forum or the GSC agrees that:

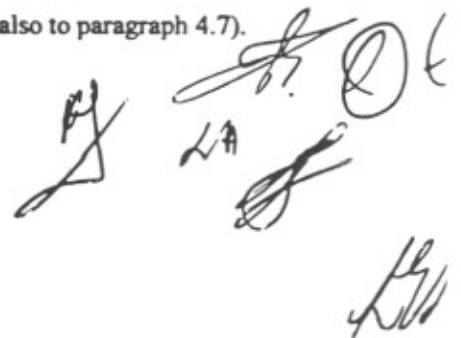
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- 4.3.2.1 any Group can establish a Group Steering Committee;
- 4.3.2.2 due to a lack of agenda items or to a crisis a meeting is no longer necessary or possible on that date, but can be rescheduled for a later date;
- 4.3.2.3 more meetings over and above the once in two months meetings may be scheduled to deal with issues arising and / or backlogs.
- 4.3.3 The mode of engagement will be consultation as outlined in paragraph 4.2.1.7.
- 4.3.4 Summaries of understandings, decisions, disagreements and actions will be captured in the minutes of NGF meetings as they relate to implementation, intent and interpretation.
- 4.3.5 Eskom and the trade unions are entitled to all relevant information as per Part 5.
- 4.3.6 A NGF is intended primarily for Group stakeholders to engage one another in discussion so that consistency, understanding and feedback are maximised.
- 4.3.7 Trade unions which are recognised in terms of paragraph 2.1.2 will be allocated three (3) seats. The three (3) seats will be for national office bearers, officials and / or FTSS's, or PTSSs if no FTSSs available.
 - 4.3.7.1 Should one of these three seats not be filled by one of the above, it can be used for a trade union representative from within that group.
 - 4.3.7.2 A fourth seat will be allocated for the first 1 500 members in the Group and an additional seat will be allocated for every 1 000 members thereafter. These additional seats will be filled by trade union representatives from within the Group.
 - 4.3.7.3 The GSC or NGF may increase representatives by agreement, but such agreement will not set precedent for any other Group.
- 4.3.8 By prior arrangement with the GSC, additional representation can be agreed to in order to cater for a specialist / expert / representatives from outside the Group who may be required to attend an NGF.
- 4.3.9 Task groups may be established out of this Forum to investigate matters and make recommendations to the Forum.
- 4.3.10 Only matters with a Group-wide effect will be dealt with in this forum. Issues with an Eskom-wide effect will still be dealt with at the CCF via the NSC.
- 4.3.11 Participants in the various NGFs should constantly liaise with each other in order to ensure consistency and standardisation among Groups. (Due to different circumstances and practices in the various Groups, application or implementation may differ to accommodate unique circumstances. Application must, however, still fall within the parameters of national policy / guidelines.)
- 4.3.12 Groups can decide to hold ad hoc meetings.
- 4.3.13 Management reserves the right to make and implement decisions after the process of consultation has taken place.
- 4.3.14 Trade unions reserve the right to declare disputes (refer also to paragraph 4.7).

29/5/2000
KONKERSAAR, ANNE C E
COMMISSIONER OF GOALS
REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA

PROTECTOR'S OFFICE
NEGOTIATION MEDIATION
PROTECTIVE SERVICES
MAXWELL DRIVE SANDTON



- 4.3.15 The NGF will not act as an appeal body for unresolved disputes from a BUF except as set out in paragraph 4.7.
- 4.3.16 The chairperson will be internal and his or her role and powers will apply mutatis mutandis, as for the CCF (refer to paragraph 3.4.6).
- 4.3.17 Venues will be arranged by Eskom and costs will be borne by Eskom. Venue costs will be in line with representation at the forum.

4.4 BUSINESS UNIT FORUM (BUF)

- 4.4.1 Each BU in Eskom will establish a BUF consisting of management and PTSSs of that BU. PTSSs may be advised / supported by Trade Union officials or FTSS at BUF meetings which individuals will not solely act as spokespersons.
- 4.4.2 Only matters falling within the decision-making power of the BU Management will be dealt with at this forum.
- 4.4.3 The parties are committed to a process of consultation as outlined in paragraph 4.2.1.7.
- 4.4.4 Where appropriate, integrated Sub-BUFs can be established in any BU.
- 4.4.5 Where appropriate, joint / integrated or regional BUFs can be established.
- 4.4.6 All BU-related matters will be dealt with at this forum and the CCF and NGFs must not be used as appeal mechanisms (refer to paragraph 4.7).
- 4.4.7 Decisions will not be made by voting and, as far as possible, agreements will be based on consensus. Refer to paragraphs 4.2.1.10, 4.2.1.11 and 4.2.1.12.
- 4.4.8 Management reserves the right to make and implement decisions after the process of consultation has taken place.
- 4.4.9 The trade unions reserve the right to declare disputes if they are dissatisfied with decisions taken by management.
- 4.4.10 Management and the trade unions are entitled to all relevant information at this forum as per Part 5.
- 4.4.11 Representation at this forum will be as stipulated below or as otherwise agreed.
 - 4.4.11.1 The total number of PTSSs that may be required to meet with management for BUF purposes will be determined by the trade union(s) and the BU management concerned, provided that the total number of PTSSs do not exceed fifteen (15).
 - 4.4.11.2 The number of PTSSs per trade union meeting with management for BUF purposes will be determined on the basis of the proportional representation at that BU in terms of its membership figures as at 31 December every year.
- 4.4.12 Task groups may be established out of this forum to investigate matters and make recommendations to this forum.

4.4.13 Once in two months meetings, and ad hoc meetings if necessary, will be held as agreed between management and the trade unions.

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4.4.14 Summaries of understandings, decisions, disagreements and actions will be captured in the minutes of BUF meetings as they relate to implementation, intent and interpretation.

4.4.15 Separate ad hoc discussions may still take place at any level with individual trade unions to discuss matters which affect only the members of those trade unions.

4.4.16 The role and powers of the chairperson will apply mutatis mutandis, as for the NGF (refer to paragraph 3.4.6).

4.4.17 Venues will be arranged and costs will be borne by Eskom, in line with representation at the forum

4.5 NATIONAL STEERING COMMITTEE (NSC)

4.5.1 THE ROLE OF THE NSC WILL BE TO:

- 4.5.1.1 plan and schedule CCF meetings;
- 4.5.1.2 compile a CCF agenda and prioritise issues;
- 4.5.1.3 set up realistic time frames in respect of issues, agendas, etc;
- 4.5.1.4 ensure that issues raised are dealt with at appropriate forums;
- 4.5.1.5 monitor progress and non-compliance with respect to CCF decisions and agreements;
- 4.5.1.6 act as a body to address non-compliance with respect to all participative structures via the respective EDs to the ED (HR) if necessary;
- 4.5.1.7 render support and ensure that the role of the CCF chairperson is not undermined and that the rules and protocol of the CCF are fully enforced;
- 4.5.1.8 develop codes of conduct, protocol and rules for the CCF;
- 4.5.1.9 take decisions on process, but not decisions of a substantive nature.

4.5.2 COMPOSITION OF THE NSC

- 4.5.2.1 The composition of the NSC will be as follows:
 - 4.5.2.1.1 Eskom senior management (representing Groups)
 - 4.5.2.1.2 One trade union official or office bearer and a full-time shopsteward per trade union.
 - 4.5.2.1.3 A formal process will be followed in the NSC, as outlined in Annexure 5.

4.6 GROUP AND BU STEERING COMMITTEE

- 4.6.1 Will follow the same principles set out in the NSC (as per paragraph 4.5.1).
- 4.6.2 The NSC Group management representatives should be the same representatives who are members of the GSC.

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 I certify that this document is a true copy of the original which I have personally scrutinised and according to my observations the original has in no way been altered.

29/5/2000
 D. J. VAN EDE
 KOMMISSARIS VAN EDE
 COMMISSIONER OF OATHS

P. J. ROOZE
 DESKUNDEGROENSTE
 HEGGAVATT PARK, MAXWELLRYLAAN SANDTON
 PROTECTIVE SERVICES

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4.7 NONADHERENCE TO AGREEMENTS AND PARTICIPATIVE STRUCTURES

The process below is an option before DSM.

- 4.7.1 Where a BU does not adhere to the required participative structures, this will be referred to the GSC, from where it will be further referred to the appropriate Group ED if necessary. If there is still no intervention the matter will be referred to the NSC for referral to the ED (HR) or the appropriate Group ED in the light of new information.
- 4.7.2 If a BU does not comply with an agreement reached at CCF / NGF level, the matter will be referred to the GSC with a request / option to rectify the problem at the NGF, or for referral to the Group ED. If the problem cannot be resolved, the DSM will be implemented.
- 4.7.3 In the event of non-adherence by the trade unions, General Secretary should be notified. If the matter is not resolved, the DSM will be implemented.

PART 5

5. INFORMATION SHARING

In order to facilitate the collective bargaining and consultative processes and thereby foster sound industrial relations, it is imperative that information be shared between the parties to the agreement. Which information is to be disclosed and the extent of such disclosure will be determined within the various participative structures. The following principles will apply in respect of the sharing of information:

- 5.1 The parties must be open and honest with each other when disclosing information.
- 5.2 Information must be made available proactively rather than reactively.
- 5.3 Disclosure of information should be a matter of routine in the process of interaction.
- 5.4 At each participative structure the nature, content, timing and relevance of the information required to be disclosed will be determined from time to time.
- 5.5 Information identified as sensitive by the provider thereof must be regarded as confidential and must not be divulged to third parties without the express consent of the provider.
- 5.6 Eskom is not required to disclose information -
 - 5.6.1 that is legally privileged;
 - 5.6.2 that Eskom cannot disclose without contravening a prohibition imposed on it by any law or an order of any court;
 - 5.6.3 that is confidential and, if disclosed, may cause substantial harm to an employee or Eskom; or
 - 5.6.4 that is private personal information relating to an employee, unless that employee consents to the disclosure of such information.
- 5.7 Parties will not be required to make available or produce any information that is not relevant to consultation or negotiation. The reason for not sharing information must be given in writing by either party.

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- 5.8 The party from whom the information is sought may, if required, obtain such a request in writing from the other party.
- 5.9 Where possible information supplied must be in an easily accessible and understandable format.

PART 6

6. RESOLUTION OF DISPUTES

6.1 APPLICABILITY

Notwithstanding anything to the contrary contained in this agreement this Part will apply to all Eskom employees.

6.2 DEFINITIONS

For purposes of this Part

"agency" shall mean any private independent organisation or person who provides a mediation and / or arbitration service.

6.3 DISPUTE RESOLUTION

- (a) The parties agree that they are committed to expediting the resolution of all disputes. As a means to achieve this the following procedure will apply to the resolution of all disputes arising out of collective negotiations in the Central Bargaining Forum and disputes relating to the interpretation of and/or application of any collective agreement, unless otherwise specifically stated in any other written agreement.
- (b) Unless otherwise specified, this procedure will also apply to the resolution of all other disputes, both collective and individual if the party or parties declaring the dispute so elect. Such election will be clearly indicated in Annexure 4. Once such election has been made it is binding and may not be altered.
- (c) A party or parties who elects not to apply this dispute resolution process in terms of paragraph 6.3(b) above will follow the dispute resolution process in terms of the Labour Relations Act (Act No 66 of 1995).

6.4 PRINCIPLES

- (a) A dispute must be formally declared (refer to 6.4(b) and (c) as well).
- (b) The nature of the dispute must be clearly defined in writing (see Annexure 1) and handed to the other party.
- (c) In the event that the dispute arises during the course of collective bargaining, or formal consultation, the requirements of paragraph 6.4(b) may be dispensed with provided that the nature of the dispute is defined and minuted in the proceedings.
- (d) All disputes in terms of this process unless otherwise specifically stipulated in any other written agreement between the parties, will be referred to an independent agency.

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- (e) The party or parties declaring a dispute arising out of collective bargaining, shall within ten (10) calendar days of such declaration refer the dispute to an agency failing which, the dispute will have been abandoned. The other party may in its sole and absolute discretion agree in writing that the dispute may be revived provided that any failure to so agree, shall not be the subject matter of a dispute.
- (f) All other disputes shall, if the party makes the election provided for in paragraph 6.3(b) and further unless specifically stipulated in any written agreement between the parties, refer such dispute to an agency for mediation within thirty (30) calendar days of such declaration. Failing to do so and where the procedure prescribed in terms of the labour Relations Act (1995) is followed, failing to refer the dispute for resolution in terms of that Act within thirty (30) calendar days of the declaration of the dispute, the dispute will have been abandoned. The other party may in its sole and absolute discretion agree in writing that the dispute may be revived provided that any failure to so agree, shall not be the subject matter of a dispute.
- (g) The agency to whom a dispute is referred shall provide a list of mediators / arbitrators who are immediately available to preside over the dispute. The party or parties acting jointly who declared the dispute shall select, within three (3) calendar days, three (3) names from the list. The party or parties against whom the dispute is declared shall, within three (3) calendar days, then select one (1) of the three (3) selected to preside over the dispute.
- (h) The onus will be on the party or parties declaring a dispute or exercising an election in terms of paragraph 6.3(b) to initiate any dispute settling process in terms of this agreement.

6.5 TERMS OF REFERENCE

- (a) Terms of reference for conciliation proceedings are not necessary. Referral of a dispute for conciliation must be accompanied by a copy of the declaration or minutes as contemplated in either paragraph 6.4 (b) or (c).
- (b) The mediator may call for any further statements or information he deems necessary to facilitate the commencement of the proceedings.
- (c) In any arbitration proceedings the parties will attempt to agree to terms of reference within five (5) working days of the referral of the dispute to arbitration.
- (d) In the event of the parties being unable to agree on the terms of reference for arbitration they will be left for determination by the arbitrator after considering oral and/or written submission by the parties to the dispute.

6.6 CONCILIATION

- (a) If the parties agree that no useful purpose will be served by referring a dispute to conciliation/ mediation they may agree in writing to refer it directly to arbitration in which event the provisions of paragraph 6.4(e) and (f) need not be followed.
- (b) Disputes referred to conciliation either in terms of paragraphs 6.4(e) or (f) will take place on the earliest date an agreed mediator is available.
- (c) The mediator must attempt to resolve the dispute through conciliation within 30 working days of the date the referral was received. However the parties may agree to extend the 30-day period.

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- (d) The mediator must determine a process to attempt to resolve the dispute, which may include –
- (i) mediating the dispute;
 - (ii) conducting a fact-finding exercise; and
 - (iii) making a recommendation to the parties, which may be in the form of an advisory arbitration award.

(e) In the conciliation proceedings a party to the dispute may appear in person or be represented only by a co-employee or by a member, an office-bearer or official of that party's trade union or employer's organisation and, if the party is a juristic person, by a director or an employee.

(f) Notwithstanding the provisions of paragraph 6.6(e) above if the mediator, either of his own volition or at the request of any party to the dispute, decides to conduct the proceedings in terms of paragraph 6.6(d)(ii) and (iii) external legal representation will be permissible provided that this paragraph will not apply to dismissal disputes.

(g) At the end of the 30-day period (refer to 6.6(c) above) or any further period agreed between the parties –

The mediator must issue a written statement stating whether or not the dispute has been resolved. The statement referred to in this paragraph will serve the same purpose as a certificate issued by the CCMA.

(h) The mediator must serve a copy of that written statement on each party to the dispute or the person who represented a party in the conciliation proceedings.

(i) If the dispute remains unresolved after conciliation the dispute must be referred to arbitration if –

(i) the Labour Relations Act (Act No 66 of 1995) requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or

(ii) all the parties to the dispute consent to the dispute being referred to arbitration.

(j) The cost of the conciliation will be borne by Eskom in respect of all disputes initiated in terms of paragraph 6.3(a).

(k) The cost of conciliation in respect of disputes initiated in terms of 6.3(b) shall be shared equally between the parties.

(l) In the event of any party to a dispute making use of external legal representation in terms of paragraph 6.6(f) they do so at their own cost.

6.7 ARBITRATION

(a) Any unresolved dispute referred to arbitration shall be conducted by a single arbitrator.

(b) Notwithstanding the provisions of paragraph 6.7(a) above, the parties may agree to have more than a single arbitrator for national disputes relating to salaries and conditions of service.

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- (c) The parties to any arbitration proceedings will enter into an arbitration agreement within five (5) working days of deciding to refer the matter to arbitration. In the absence of an agreement the matter will be dealt with in terms of paragraph 6.5(d).
- (d) Within twenty five (25) working days of the arbitration agreement being entered into or the terms of reference being determined by the arbitrator as contemplated in paragraph 6.5(d) the parties will exchange pleadings. In this regard the statement of case must be given to the other party or parties to the arbitration within ten (10) working days of the commencement of this twenty five (25) day period. A further period of ten (10) working days within the twenty five (25) day period is allowed for the other party or parties to respond by serving a statement of defence.
- (e) Subject to paragraphs 6.7(c) and (d) the arbitration will take place on the earliest date on which the arbitrator is available, (see paragraph 6.4(g)) but which shall not be less than ten (10) working days after the service of the statement of defence referred to in 6.7(d) above.
- (f) The arbitrator's decision will be final and binding on all parties.
- (g) The costs of the arbitration, including the cost of the venue and the regulated costs (Conditions of Service) (COS) for Travelling and Subsistence (T&S) of Eskom employees required to give evidence will be borne by Eskom in respect of all disputes initiated in terms of paragraph 6.3(a) (above).
- (h) The costs in respect of arbitration proceedings in terms of paragraph 6.3(b) above will be shared equally between the parties, with the exception of the regulated costs (COS) for T&S of Eskom employees required to give evidence which will be borne by Eskom in all cases.
- (i) In any arbitration proceedings, any party to the dispute may make use of external legal representation provided that in the case of dismissals for reasons related to conduct or capacity the provision of Section 140(1) of the Labour Relations Act, 1995 shall apply mutatis mutandis.
- (j) Any party making use of external legal representation in any arbitration proceedings shall do so at their own cost.
- (k) The arbitrator may not include an order for costs in the arbitration award unless a party, or the person who represented the party in the arbitration proceedings, acted in a frivolous or vexatious manner in its conduct during the arbitration proceedings.
- (l) Within fourteen (14) days of the conclusion of the arbitration proceeding the arbitrator must issue an arbitration award with brief reasons if full reasons are not available within this period.
- (m) The Arbitration Act, 1965 (Act No 42 of 1965) will apply to any arbitration under this Part.

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W. J. van der Merwe
MANAGER, EMPLOYEE RELATIONS
CENTRAL DIVISION, JOHANNESBURG

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PART 7

7. RULES FOR ECONOMIC POWER

7.1 PURPOSE

To ensure that both management and labour adhere to the provisions on strikes and lockouts contained in Chapter 4 of the Labour Relations Act (LRA), No 66 of 1995, as amended.

7.2 APPLICATION

This Part applies to all employees whose right to strike is not limited by the Minimum Services Agreement. A Minimum Services Agreement, which identifies certain jobs in which employees cannot embark on strike action, has been ratified by the Essential Services Committee. (For ease of reference this agreement has been attached as Addendum 1).

7.2.1 STRIKES AND LOCKOUTS

For the purposes of this paragraph, strike will have the meaning assigned to it in the Act.

7.2.2 Every employee who does not form part of the Minimum Services Agreement has the right to strike and Eskom has recourse to lockout if -

7.2.2 (a) the issue in dispute has been referred to conciliation in terms of Part 6 of this Agreement and -

(i) a certificate stating that the dispute remains unresolved has been issued;

7.2.2 (b) in the case of a proposed strike, at least 48 hours' notice, in writing, of the commencement of the strike has been given to Eskom; or

7.2.2 (c) in the case of a proposed lockout, at least 48 hours' notice, in writing, of the commencement of the lockout has been given to any trade union that is a party to the dispute or, if there is no such trade union, to the employees.

7.2.3 The notification of proposed strike action in terms of paragraph 7.2.2. (b), must in the case of a national strike be served on the Corporate Industrial Relations Manager's office, whereas a Group strike notice must be served on that Group HR Manager's office and a local strike notice must be served on the most senior manager's office at the particular local level.

7.2.4 Apart from subsection (1) of Section 64 of the Act, all other provisions in Chapter 4 of the Act will apply mutatis mutandis.

PART 8

8. REPRESENTATIVES AND OTHER PROVISIONS

8.1 PART-TIME SHOP STEWARDS (PTSSs)

8.1.1 Eskom recognises the PTSSs of the trade unions recognised in accordance with this agreement subject to the provisions that:

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- 8.1.1.1 The number of PTSSs of the various trade union parties at each BU will be determined by the trade union(s) and the manager concerned.
- 8.1.2 The PTSSs represent the trade union members during deliberations as envisaged in paragraph 4.4 and may also represent their respective trade union members during ad hoc discussions with management or other Eskom staff.
- 8.1.3 The recognition of PTSSs is subject to the condition that trade union activities will not interfere with their work or with the work of other employees, provided that a PTSS will, within reasonable limits, be permitted by his supervisor to attend to employees' problems and grievances during working hours.
- 8.1.4 It is the responsibility of each PTSS to promote sound industrial relations by, inter alia, investigating any problems and grievances brought to his attention thoroughly and submitting full details to the supervisors or managers concerned.
- 8.1.5 PTSSs are expected to be conversant with the provisions of the COS and with any agreements concluded between Eskom and the trade unions.
- 8.1.6 Eskom is not involved in the election or nomination of PTSSs, but the managers concerned must be notified regularly, in writing, of the names of PTSSs. The manager must notify supervisors and other personnel concerned accordingly and must furnish each PTSS with a written statement confirming the fact that he or she is recognised as a PTSS of the trade union concerned at that BU. The trade unions reserve a right to withdraw a PTSS and must notify management in writing.
- 8.1.7 The trade union parties undertake to ensure that their PTSSs will comply with the provisions of this Agreement and will endeavour to take such reasonable steps as may be necessary to remedy any material breach of this Agreement or any actions which may be contrary to the spirit of this Agreement.

8.2 - LEAVE

8.2.1 LEAVE IN ORDER TO PARTICIPATE IN TRADE UNION ACTIVITIES

- 8.2.1.1 A manager may grant a maximum of two days special leave on full pay per year to a bona fide member of a trade union recognised by Eskom to attend general domestic trade union meetings or conferences.
- 8.2.1.2 In addition to leave granted in terms of paragraph 8.2.1.1 and subject to the provisions of paragraph 8.2.1.3, PTSSs recognised in terms of paragraph 8.1 may be granted further special leave on full pay to attend general domestic trade union meetings, conferences or training courses.
- 8.2.1.3 Any special leave on full pay granted to recognised PTSSs in terms of paragraph 8.2.1.2 will be subject to the following conditions:
 - 8.2.1.3.1 All leave will be subject to Eskom's business requirements and may be withdrawn at any stage, after consultation with the individual concerned.
 - 8.2.1.3.2 Special leave on full pay as envisaged in paragraph 8.2.1.2 will be limited to:
 - A maximum of six (6) days per year granted to not more than five (5) PTSSs per trade union party per BU; or

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- A maximum of thirty (30) days per year granted per trade union party per BU, in which case the trade union concerned may indicate the number of days leave required in respect of each PTSS. (A trade union may, for instance, require one (1) day's special leave on full pay per year for thirty shop stewards, in which case all the leave which may be granted in terms of paragraph 8.3.1.2 will be exhausted.)

8.2.1.3.3 Application for special leave on full pay should be submitted at least five (5) working days prior to the commencement of such leave.

8.2.1.3.4 Leave granted in terms of paragraph 8.2.1.2 will not be accumulative and leave not taken in any one year (ie from 1 January to 31 December) will be forfeited.

8.2.1.4 A member employee representing a trade union at a meeting with management will be deemed to be on duty and therefore does not need to apply for leave, provided that each such member's name is furnished in advance, in writing, by the trade union(s) concerned and provided further that this concession will be subject to the permission of the member employee's manager.

PART 9

9. FULL-TIME SHOP STEWARDS (See Annexure 2)

PART 10

10. OTHER PROVISIONS

10.1 NOTICES, PAMPHLETS AND PUBLICATIONS

- 10.1.1 No notice, pamphlet or publication may be displayed on Eskom's notice boards or elsewhere without management's written permission.
- 10.1.2 Written permission may, subject to local conditions reached by agreement, be granted to a trade union for the erection of a permanent notice board at a specific place.
- 10.1.3 No publication that could harm industrial relations or is contrary to the provisions of paragraph 9.1.1 may be distributed on Eskom premises and Eskom reserves the right to request a trade union to withdraw or remove any notice, pamphlet or publication, failing which it may be removed by Eskom.

10.2 STOP ORDERS

- 10.2.1 Recognised trade union parties are entitled to stop order facilities with a view to collecting subscriptions from any recognised trade union member.
- 10.2.2 The granting of stop order facilities will be subject to such criteria as determined by the parties and in the case of an unregistered trade union no stop order facility will be granted.

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 29/5/2000
 P. G. ROOZE
 BEKONINGSDIENSTE
 MEGALITY PARK MAXWELDRYLAAN SANDTON
 PROTECTIVE SERVICES
 MAXWELL DRIVE SANDTON

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- 10.2.3 The trade unions undertake to give Corporate IR at least two months' notice of any change in trade union subscriptions and hereby indemnify Eskom against any liability with regard to the deduction of increased subscriptions.
- 10.2.4 A stop order in respect of a particular trade union will not amend or cancel any stop order in respect of any other trade union.
- 10.2.5 A stop order in respect of a particular trade union may be cancelled only by means of a written request from the employee concerned or from that trade union.

10.3 GENERAL PROVISIONS WITH REGARD TO THE ACTIVITIES OF TRADE UNIONS

10.3.1 RECRUITMENT AND OTHER ORGANISED ACTIVITIES OF TRADE UNIONS, WITH THE EXCEPTION OF MEETINGS

- 10.3.1.1 Written permission to recruit members on Eskom premises or arrange other organised activities such as elections, fund raising, etc on Eskom premises must be obtained from the manager concerned, provided that whereas the election of shop stewards by ballot may take place during working hours, any other activities take place only during lunch hours or free periods or after working hours, and further that such permission may be granted subject to certain conditions and may be withdrawn at any time.
- 10.3.1.2 An application for permission in terms of paragraph 9.3.1.1 must be in writing and must contain full details with regard to the names of the officials or office bearers concerned, their official capacities, the purpose of the visit(s), etc. Officials or office bearers will be permitted to participate only in the activities stated in the application and for which permission has been granted.
- 10.3.1.3 Any permission in terms of this paragraph may be granted on an ad hoc basis or for a specified period.
- 10.3.1.4 No intimidation of employees will be tolerated and strict action will be taken against those who violate this provision.

10.4 MEETINGS ON ESKOM PREMISES

- 10.4.1 No meeting may be held on Eskom premises by a trade union unless written permission has been granted in advance by the manager concerned, provided that meetings be held only during lunch hours or free periods or after working hours, and further that the purpose of the meeting be clearly stated in the application by the trade union.

The application must indicate the number of people expected at the meeting and must also contain the names of the responsible office bearers and / or officials who will officiate during the meeting.

- 10.4.2 Notwithstanding the provisions of paragraph 10.4.1, a manager may permit meetings to be convened during working hours with a

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view to providing employees with feedback on negotiations or discussing matters of exceptional importance.

10.4.3 Any permission in terms of this paragraph may be granted on an ad hoc basis or for a specified period.

10.4.4 Permission will be subject to the maintenance of order during meetings by the trade union(s) concerned and / or to such conditions as management may impose.

10.4.5 No meeting may be held in the open air, but facilities may be made available to trade unions subject to certain conditions.

10.4.6 Only bona fide trade union business may be conducted during meetings.

10.4.7 Any permission granted may be withdrawn for legitimate reasons.

10.5 VISITS TO INDIVIDUAL EMPLOYEES

10.5.1 Officials or office bearers of trade unions may visit individual employees during working hours, but the usual conditions and security arrangements applicable to visitors will apply.

10.5.2 Eskom reserves the right to limit visits as envisaged in paragraph 10.5.1 if an employee's work appears to be affected.

10.6 APPOINTMENTS AND SECURITY ARRANGEMENTS

10.6.1 Officials and office bearers of trade unions must arrange appointments with management or senior personnel in good time and security arrangements must be adhered to during visits to Eskom premises.

10.6.2 Eskom reserves the right to request any person to leave Eskom premises.

PART 11

11. GRIEVANCE PROCEDURE AND DISCIPLINARY CODE AND PROCEDURE (See Annexures 6&7)

PART 12

12. SURPLUS MODEL (See Annexure 3)

PART 13

13. NSC MEETING PROCEDURE (See Annexure 4)

29/5/2000	<i>P. J. Rooy</i>
KOMMUNISATIE VAN DIE KOMMUNISATIE VAN DIE OORDE REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA	BRANDERSDORP KONKANT PARK MAXWELLYLAAN SANDTON PROTECTIVE SERVICES MAXWELL DRIVE SANDTON

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PART 14

14. ADMINISTRATION OF THE AGREEMENT

14.1 A special subcommittee will be appointed by the parties to make recommendations on:

- any difference of opinion concerning the interpretation or application of the Agreement;
- any material breach of the Agreement; and
- any proposal with a view to revising the Agreement.

The Composition of this subcommittee will be:

- Corporate IR Manager
- Legal
- 1 Representative per Group
- 1 FTSS and 1 Official per Trade Union

14.2 Eskom's Industrial Relations staff will be responsible for liaison with trade unions, the arrangement of meetings and other secretarial duties, etc.

PART 15

15. COMMENCEMENT OF THE AGREEMENT

The amended Agreement will be binding on all parties with effect from *15 MAY 2000*

PART 16

16. AMENDMENT OF THE AGREEMENT

Proposals for the amendment of this Agreement may be made at any time and tabled for consideration at the CBF during the normal sitting of CBF.

PART 17

17. TERMINATION OF AGREEMENT

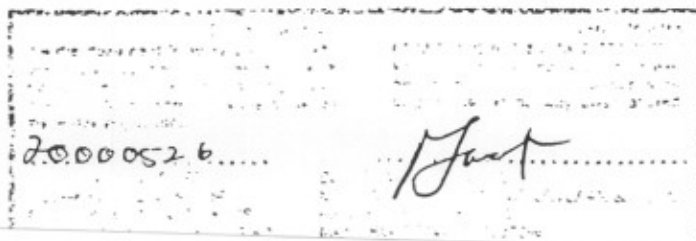
17.1 This agreement will not be terminated by any party unless attempts have been made to reach new agreements or amendments in terms of Part 16.

17.2 Eskom can terminate the Agreement by serving a three (3) month notice of its intention to do so to the Trade Union parties.

17.3 A majority Union or Trade Unions representing a majority of employees within the bargaining unit can terminate the Agreement by serving a three (3) month notice of its/their intention to do so to Eskom.

17.4 A trade union that does not represent a majority can serve a three (3) month notice to Eskom of its intention not to continue to be a party to the Agreement.

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ANNEXURE 1

DECLARATION OF DISPUTE
(Part 6 Paragraphs 6.3 (a) or (b) only)

To _____ (Name of agency)

Date of declaration of dispute: _____

I/we hereby give notice that I/we consider a dispute to exist and intend to follow the dispute resolution procedure in terms of Part 6 of the Eskom Recognition Agreement.

I/we elect to refer the dispute in terms of:

Paragraph 6.3 (a) (Collective Bargaining Disputes)

Paragraph 6.3. (b) (All other disputes)

Please indicate election by

It is my/our intention to refer this dispute to the agency stipulated above for resolution

Details of the declarer are as follows:

Name of Employer/employees/trade union/s: _____

Unique number: _____

Contact person: _____

BU where employed: _____

Nature of dispute: _____

(use attachment if necessary)

Date when issue first arose: _____

Steps taken to resolve dispute: _____

<p>20000526</p>	<p><i>[Signature]</i></p>
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2 May 2000
[Signatures]

ONLY IF APPLICABLE

(To be signed by all parties to the dispute prior to referral)

I / we do not believe that any useful purpose will be served by referring this dispute to conciliation and I/we request that you agree to the dispute being referred directly to arbitration for final determination

Signature/s of declarer/s

I / we agree to your request that the dispute be referred directly to arbitration for final determination

Signature/s of respondent/s

Signature/s of declarer/s

Date of referral to agency: _____

Kindly address any communications to me at :

NB: This declaration of dispute must be forwarded by the declarer to the appropriate agency within 10 days for disputes declared in terms of paragraph 6.3(a) and 30 days for disputes declared in terms of paragraph 6.3(b)

cc: Employer
Employee
Trade union
Delete where applicable

Any party who elects not to apply this procedure in terms of paragraph 6.3(c) and follows the Labour Relations Act route must comply with the processes as provided for in the Act. In such cases this form must not be completed.

<p>29/5/2000 KOMMISSARIS VAN ZOE COMMISSENER OF WATERS REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA</p>	<p>original has already been altered. P. J. Koopman FEDERASIE TOEGESIGTE NEELAWATT PARK MAXWELLYLAAN SANDTON PRODUCTIVE SERVICES MAXWELL DRIVE SANDTON</p>
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ESKOM

FULL TIME SHOP STEWARD AGREEMENT

12 May 2000
Version 8.1

M T W T F
12-13-14-15-16

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FULL-TIME SHOP STEWARDS AGREEMENT

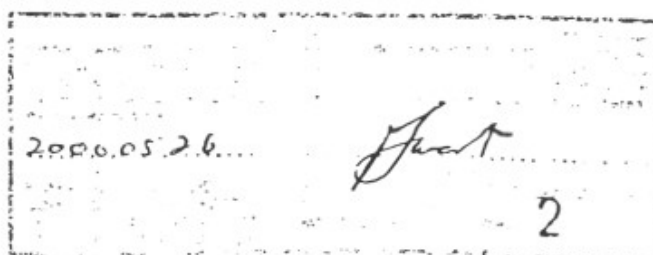
1. PURPOSE

The purpose of this Agreement is to regulate the appointment and assignment of full-time shop stewards and the conditions pertaining to the regulation of their employment relationship with Eskom.

2. DEFINITIONS

In this Agreement, unless the context otherwise indicates, the following words and phrases will have the following meanings.

- 2.1 "Agreement" means this Agreement together with all annexures hereto.
- 2.2 "Assignment" means the process as set out in this Agreement.
- 2.3 "Employee" means an employee employed by Eskom.
- 2.4 "Eskom" means Eskom, a juristic body created by virtue of the Eskom Act, No 40 of 1987, having its Head Office at Megawatt Park, Maxwell Drive, Sunninghill Ext 3, Sandton.
- 2.5 "Manager" means a Power Station Manager, Site Manager or, in the case of any other business unit or department, the most senior accountable person in such business unit or department or any person acting in such a position and management will have a corresponding meaning.
- 2.6 "Parties" means Eskom and trade unions recognised by Eskom.
- 2.7 "Forums" means any one of the following forums, ie. the Strategic Forum, Central Bargaining Forum, Central Consultative Forum, Group Forums and Business Unit Forums.
- 2.8 "Full-time shop stewards" means Eskom employees assigned on a full-time basis by Eskom to the trade unions and accountable to the trade unions for Eskom / trade union duties in terms this Agreement.
- 2.9 "Task group" means a task group that has been formed by any of the formal structures.
- 2.10 "Trade unions" means the trade unions that are recognised by Eskom in the Recognition Agreement and that are signatories to this Agreement.
- 2.11 An expression that denotes:
 - 2.11.1 any gender includes the other gender;
 - 2.11.2 a natural person includes a juristic person and vice versa;
 - 2.11.3 the singular includes the plural and vice versa.



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3. BASIS OF APPOINTMENT OF FULL-TIME SHOP STEWARDS

- 3.1 The parties agree to the nomination, election and assignment of full-time shop stewards on a full-time basis to the recognised trade unions. The number of full-time shop stewards a trade union is entitled to, will be in proportion to the union's signed-up and paid-up membership in Eskom as follows:
1 FTSS AFTER THE FIRST 1500 MEMBERS AND 1 FTSS FOR EACH 1000 MEMBERS THEREAFTER
- 3.2 Full-time shop stewards may only be nominated and elected from among the categories of employees that fall within the bargaining unit.
- 3.3 Each trade union shall nominate those elected individuals it wishes to have assigned as full-time shop stewards in terms of this Agreement.
- 3.4 The trade unions hereby acknowledge that the release of elected full-time shop stewards is subject to Eskom's specific business requirements, which will be negotiated with trade unions.
- 3.5 The trade unions will have to be flexible with regard to who their full-time shop stewards are. Eskom shall endeavour to make available for assignment the elected employees. In the event that Eskom is unable to do so, the trade unions shall furnish alternative nominations for election.
- 3.6 A full-time shop steward shall be a permanent employee of Eskom of no less than 12 months standing.
- 3.7 A full-time shop steward will not be permitted to operate in terms of this Agreement until he has signed this Agreement.

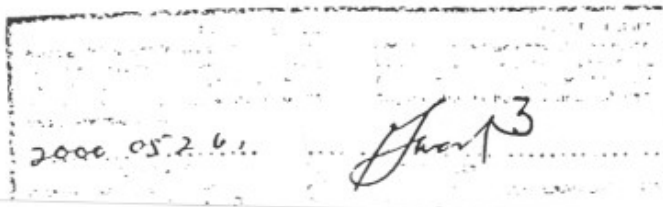
4. FUNCTIONS AND DUTIES OF FULL-TIME SHOP STEWARDS

- 4.1 The assignee shall perform such functions and duties as set out below.

The ASSIGNEE shall:-

4.2 Primary Functions

- 4.2.1 for the purposes of this Agreement only, perform his duties and functions under the directions and control of the relevant trade union.
- 4.2.2 Represent the interests of members by providing an effective and responsible liaison between union members, part-time shop stewards and management to promote industrial peace.
- 4.2.3 Represent members at the CBF, CCF, GF and NSC if nominated by the trade union to be a member thereof and participate in task groups if nominated to do so as per clauses 3.4.1, 4.2.1.1.1 and 4.3.2 of the Recognition Agreement.
- 4.2.4 Serve as an information link by disseminating information and seeking mandates on issues.
- 4.2.5 Ensure effective implementation of the agreed mechanisms and Agreements and compliance therewith by his constituency, by intervening to ensure compliance where there is none.



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4.3 Ancillary Functions

- 4.3.1 Represent members at disciplinary and grievance hearings only if specifically requested to do so by the trade union.
- 4.3.2 Develop trade union capacity by conducting training of part-time shop stewards regarding agreements, policies, procedures and legislation, on employer-employee relations.

4.4 General

- 4.4.1 be subject to and abide by the relevant trade union's rules and regulations with regard to working hours, general conduct, ethics, etc., provided that he has been furnished with specific information in that regard;
- 4.4.2 sign any undertaking that may be required by the parties with regard to confidentiality and the safe keeping of material and information;
- 4.4.3 remain available to ESKOM for the purposes of consultation, formal training or any other career development that ESKOM may deem necessary; and
- 4.4.4 at the request of the relevant trade union at any time, and in any event upon the termination of the assignment, return to the relevant trade union any documents, equipment and any other material identified as the relevant trade union's property.

5. MEETINGS

- 5.1 With regard to meetings on Eskom premises, visits to individual employees, appointments and security arrangements, Parts 10.4, 10.5 and 10.6 of the Recognition Agreement will apply.

6. CONDITIONS PERTAINING TO THE EMPLOYMENT OF FULL-TIME SHOP STEWARDS

The full-time shop stewards assigned in terms of this Agreement will be bound by the following:

6.1 Reporting Relationship

- 6.1.1 The full-time shop steward will be accommodated in trade union offices.

In the event where a trade union does not have an office in the relevant area or does not have sufficient office space available, the following process will be followed:

- 6.1.1.1 The details will be submitted by the trade union to the office of the Corporate Industrial Relations Manager.

- 6.1.1.2 The Corporate Industrial Relations Manager will consider the submission in consultation with the appropriate Regional Secretary of the trade union.

<p>Ek seker seker dat hierdie dokument 'n ware afskrif is van die oorspronklike wat die oorspronklike behouder in die hande het. My verskeraming is dat hierdie afskrif nie op enige wyse gewysig is nie.</p> <p>29/5/2000</p> <p>DATE/TYD KOMMISSARIS VAN EDE COMMISSIONER OF OATHS REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA</p>	<p>I certify that this document is a true copy of the original which I have personally scrutinised and according to my observations the original has in no way been altered.</p> <p><i>[Signature]</i></p> <p>DESKRIMERINGSDIENSTE NE-SAWATT PARK MAXWELLYLAAN SANDTON PROTECTIVE SERVICES MAXWELL DRIVE SANDTON</p>
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6.1.1.3 Should the submission be considered to be justified, the full-time shop steward will be accommodated on Eskom premises.

6.1.2 Trade unions will inform Eskom of the contact person who is responsible for the full-time shop steward, the location of the full-time shop steward and the contact numbers of the contact person and the full-time shop steward.

6.1.3 Trade unions will endeavour to ensure that full-time shop stewards are spread geographically across Eskom.

6.2 Employment Relationship

6.2.1 The full-time shop steward shall, while assigned to the trade union

6.2.1.1 remain an employee of Eskom, and

6.2.1.2 unless otherwise stipulated in, or implied by, this Agreement, remain subject to Eskom's Conditions of Service, Disciplinary Code and Procedure, policies and directives.

6.2.1.3 In the event of any alleged breach of the Eskom Disciplinary Code by the full-time shop steward, the onus shall be on ESKOM to obtain full details of the alleged incident from the relevant trade union, and in the event of any disciplinary action being necessary, such action shall be taken by ESKOM as determined by the Disciplinary Code.

6.3 Remuneration

The following general principles will apply.

6.3.1 The full-time shop steward shall, while assigned to the trade union

6.3.1.1 be remunerated by Eskom and remain entitled to his full remuneration and benefits as determined by his conditions of service contract with Eskom and Eskom's Conditions of Service

6.3.1.2 be entitled to any general salary increase awarded in respect of his grade/band

6.3.1.3 receive a performance bonus, from money allocated by Eskom to the trade union, in addition to the general expenses budget; the total amount of money allocated to the trade union shall be determined by the same method used to determine performance bonus allocations for other Eskom employees, and the specific amount payable to a FTSS will be determined by the trade union.

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6.3.1.4 receive the same gainshare amount as other Eskom employees as determined from time to time in the appropriate forum.

6.3.2 A full-time shop steward who was receiving regular overtime, a shift allowance and/or a standby allowance before becoming a full-time shop steward shall receive a fixed amount, calculated on an average of the six months before he became a full-time shop steward.

6.3.3 This fixed amount shall be increased by the same percentage as his allowances would have increased had he not become a full-time shop steward.

6.4 Leave

6.4.1 Vacation leave may be taken by the full-time shop steward at times convenient to the relevant trade union and shall be subject to approval by the trade unions, which approval shall not be unreasonably withheld.

6.4.2 All leave shall remain subject to Eskom's Conditions of Service.

6.5 Facilities

6.5.1 Where a full-time shop steward is accommodated on Eskom premises, Eskom will provide him with access to facilities to enable him to perform his duties i.e. access to a fax machine, telephone and computer. The cost of these facilities will be borne by Eskom.

6.5.2 Where the full-time shop steward is accommodated in the trade union offices and where he has no access to a computer and/or an internet link in that office, Eskom will provide that office with the following items, at Eskom's cost, for use by the full-time shop steward(s):

- a computer
- the hardware for an internet link for email purposes

All costs associated with the use and maintenance of the computer and internet link, will be borne by the trade union. However, Eskom will contribute a fixed amount of R250 per month per full-time shop steward, to assist the trade union with these costs.

6.5.3 Where more than one full-time shop steward is accommodated in the same trade union office, the above equipment will not be provided on a one-to-one basis.

6.6 Financial Principles and Processes

6.6.1 Allocation of Funds

6.6.1.1 The costs relating to full-time shop steward activities are comprised of two parts:

29/5/2000	<i>[Signature]</i>
KOMAS S. R. SANDTON COMPTROLLER OF MATRS REPUBLICAN VAN SUID-AFRIKA	ET. SANDTON MELBOURNE PARK MAXWELL RYLAAN SANDTON PROTECTIVE SERVICES MAXWELL DRIVE, SANDTON

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6.6.1.1 Manpower related costs

The amount will be determined by the actual costs budgetted per individual full-time shop steward. The amount will be allocated to the relevant manpower-related sub-accounts.

6.6.1.2 General expenditure

This amount will be decided on and reviewed annually, in consultation with the trade unions. The amount decided on will be allocated proportionally among the trade unions who have full-time shop stewards, on the basis of an equal amount (Rand value) for each full-time shop steward. The trade union will decide how to utilise the total allocated amount, provided that it is utilised only for the purposes of the full-time shop stewards carrying out their duties in line with the participative structures and the relevant Steering Committees, as referred to in the Eskom/Trade Union Recognition Agreement in paragraphs 3.1, 4.2.1.1.1, 4.3.1 & 4.4.1 .

6.6.1.2 Any increase or decrease in the number of full-time shop stewards during the year, will be dealt with as follows:

6.6.1.2.1 Increase in number of full-time shop stewards

General expenses: An additional amount equal to the amount per full-time shop steward determined for that year, pro-rated accordingly, will be allocated to the budget of the trade union concerned.

6.6.1.2.2 Decrease in number of full-time shop stewards

General expenses: An amount equal to the amount per full-time shop steward determined for that year, pro-rated accordingly, will be transferred out of the budget by Eskom.

6.6.2. Principles

6.6.2.1 The respective trade unions will be granted full

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allocate, authorise and expend the (General Expenses) funds allocated for their full-time shop stewards.

6.6.2.2 Eskom accepts the accountability and responsibility for processing all financial transactions relating to the Manpower and General Expenses parts of the budget.

6.6.2.3 Eskom will provide monthly reports to each trade union, itemising all expenditure processed for that trade union's full-time shop stewards, detailed per full-time shop steward. The reports will also contain year-end cost projections.

6.6.2.4 Each trade union will provide Eskom with list of authorised signatories, which lists may be amended from time to time by the trade union. The person designated in 6.1.2 of this Agreement will sign any notification of amendment.

6.6.2.5 All financial transactions (expenditure) will be supported by completed documentation (refer 6.6.4 below), signed by authorised signatories.

6.6.2.6 The amount allocated by Eskom in terms of 6.6.1.1.2 of this Agreement, will be a fixed amount for the stipulated time period and will not be supplemented by Eskom, in the case of a trade union utilising the full amount before the expiry of the time period. Should the fixed amount be fully utilised before the expiry of the time period, the trade union concerned undertakes to continue to provide the service in terms of the Agreement.

6.6.2.7 Eskom will not regulate or question the utilisation and allocation of the General Expenses funds by the trade unions, so long as they are utilised within the parameters as set out in this Agreement. Eskom will bring to the notice of the trade union, any apparent financial transaction irregularity that may come to Eskom's notice.

6.6.2.8 In the event of any general expenses funds being unutilised at the end of the financial period, they will be allocated in the following ratios:
50% added to that union's budget for the following year
25% returned to Eskom
25% given to the trade union.

6.6.3. Budgetary Framework

6.6.3.1 A separate Business Unit will be established, to locate the full-time shop steward budget.

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- 6.6.3.2 The Business Unit will comprise of a number of Profit Centres, on the basis of one Profit Centre per trade union that has full-time shop stewards.
- 6.6.3.3 Each Profit Centre will comprise a number of Cost Centres, on the basis of one Cost Centre per full-time shop steward.

6.6.4. Documentation

- 6.6.4.1 Eskom will supply each trade union with the applicable documentation referred to in Annexure A of this Agreement, for use in all financial transactions relating to General Expenses funds.
- 6.6.4.2 In line with normal audit requirements, any alteration on a document used for financial transactions, will be initialled by the authorised signatory on the document.
- 6.6.4.3 Eskom will, on request, advise any full-time shop steward or authorised signatory on the correct completion of relevant documentation.

6.6.5 Financial transactions

- 6.6.5.1 The processes and responsibilities of the financial transactions are attached in Annexure 'FTSS 1' to this Agreement.

6.7 Training and development

- 6.7.1 An employee who is assigned as a full-time shop steward will not be prejudiced in terms of a development programme, which programme he would have had, had he not been assigned as a full-time shop steward
- 6.7.2 A development programme will be formulated for each full-time shop steward by Eskom, in consultation with the full-time shop steward and the trade union concerned. The development programme will take into account the functions of the full-time shop steward and the needs of the business.
- 6.7.3 At any time during the assignment contract or when the assignment contract terminates, and providing that the outgoing full-time shop steward remains in Eskom's service, he will have the opportunity to apply for any existing vacancy that may be appropriate to the skills, knowledge and experience that he has acquired during the assignment period.
- 6.7.4 Eskom will pay for individual full-time shop stewards' further studies as per the Eskom Conditions of Service. Joint train-the-trainer courses for all the full-time shop stewards together, will be paid from the central full-time shop steward's Fund.
- 6.7.5 When training part-time shop stewards, Eskom will arrange and pay for transport, venue, catering and accommodation for trainees.

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6.8 Relocation

6.8.1 A full-time shop steward cannot be transferred in the normal sense of the word

6.8.2 However, in his role as a full-time shop steward he may be relocated where the following process is followed.

- A trade Union may initiate relocation of a full-time shop steward in exceptional cases.
- The merits of such initiation shall be discussed at the National Steering Committee (NSC).
- If the NSC agrees to the initiation, then it will recommend to the Group or Groups involved to pursue agreement. Agreement is to be pursued by the parties involved (releasing and receiving Groups/BU's, the trade union concerned, Group/BU IR Advisor and a co-ordinator from Corporate IR).
- Agreement will cover inter alia, the relocation back to a full-time shop steward's original position, should he cease to be a full-time shop steward.
- No relocation costs will be carried by Eskom.
- A final decision lies with the team that has been formed to reach agreement on relocation.

6.8.3 On his return, Eskom will put him in a similar or the same position (same grading) he held before the transfer. This may, however, not be at the same business unit, depending on the availability of posts. Reasonable steps will be taken to ensure that relocations are considered as a last resort.

7. WITHDRAWAL OF FULL-TIME SHOP STEWARDS

The withdrawal of full-time shop steward will take place in the following cases:

7.1 The trade unions are entitled to withdraw a full-time shop steward, based on the constitution of the trade union concerned, and to elect a substitute provided that such withdrawal is not so frequent such that it is prejudicial to Eskom's business requirements. The trade union concerned will notify Eskom of the withdrawal.

7.2 The removal of a full-time shop steward may only take place after consultation between Eskom, the relevant trade union and the full-time shop steward and after the full-time shop steward was afforded a fair hearing.

7.3 Eskom will be entitled to withdraw a full-time shop steward where such full-time shop steward has not been in keeping with the spirit and letter, and in accordance with, the terms and conditions of this Agreement or where the full-time shop steward has, with or without the knowledge of the trade union, not complied with his duties in terms of this Agreement. This paragraph to be read in conjunction with

paragraph 7.2 above.

hierdie dokument is slegs 'n afskrif van die oorspronklike dokument. Die oorspronklike dokument is beskikbaar by die departement van die naam van die persoon of die wese gelyk aan die naam.	THIS DOCUMENT IS ONLY A COPY OF THE ORIGINAL DOCUMENT. THE ORIGINAL DOCUMENT IS AVAILABLE AT THE DEPARTMENT OF THE NAME OF THE PERSON OR THE ENTITY EQUAL TO THE NAME.
29/5/2000	10
KOMMISSARIS VAN EDE COMMISSIONER OF O-THE REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA	ESKOM-VERBODDE DIENSTE MAGAZINE-THINK-SPACE-LEER-PLAN MINDTON PROTECTIVE SERVICES MAXWELL DRIVE SANDTON

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- 7.4 Where the criteria for appointment of full-time shop steward falls below either of the thresholds set out in paragraph 3.1 above.
- 7.5 In the case where a full-time shop steward is withdrawn, paragraph 6.8.3 of this Agreement will apply mutatis mutandis.

8. WHOLE AGREEMENT

8.1 This Agreement, constitutes the whole agreement between the parties regarding the full-time shop stewards.

9. VARIATION

No variation or amendment of this Agreement shall be of any force or effect unless reduced to writing and signed by all the parties hereto.

10. INDEMNITY

- 10.1 The full-time shop steward shall not conclude any agreement on behalf of Eskom or enter into any agreement that may bind Eskom.
- 10.2 The full-time shop steward shall not conclude any agreement on behalf of the trade union or enter into any agreement that may bind the trade union, unless specifically authorised to do so by the trade union. Such authorisation shall be in writing and shall be forwarded to the Corporate Industrial Relations Manager.

11. UTMOST GOOD FAITH

The parties record that their relationship is based on the utmost good faith and that all parties will strive towards complying with their respective obligations in respect of this Agreement.

12. VICTIMISATION AND PREJUDICE

It is hereby recorded that Eskom shall in no way victimise a full-time shop steward or allow him to be prejudiced in his employment with Eskom as a result of his participation as a full-time shop steward.

13. IMPLEMENTATION

13.1 This Agreement will be effective from subject to the signing of the Recognition Agreement.

14. AMENDMENTS

14.1 Proposals for the amendment of this Agreement may be made by any party at any time and tabled for consideration at the CBF during the normal sitting of the CBF.

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15. AGREEMENT

PARTIES

SIGNATURE

DATE

15.1 Eskom Employees Association
 Represented by L. E. Schoerle 
President
 in his capacity as

12 May 2000

15.2 Mineworkers Union
 Represented by
B. BLIGNAUT
 in his capacity as
ORGANISING SECRETARY



12 May 2000

15.3 National Union of Metalworkers
 of South Africa
 Represented by

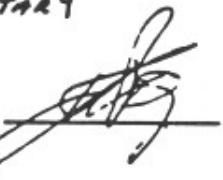
 in his capacity as

15.4 National Union of Mineworkers
 Represented by
A. PALANE
 in his capacity as
DEPUTY GENERAL SECRETARY



15 MAY 2000

15.5 South African Worker's Union
 Represented by
J.W. DUBHEE
 in his capacity as
NEGOTIATOR



17-5-2000

15.6 Eskom
 Represented by

 in his capacity as



12-05-2000

EXECUTIVE DIRECTOR HUMAN RESOURCES

<p>29/5/2000</p> <p>DATE</p> <p>NOMMESE VAN EDE</p> <p>KOMMISARIS VAN OORLOG</p> <p>REPUBLIC OF SOUTH AFRICA</p>	<p>7/5/2000</p> <p>EDG</p> <p>PROTECTIVE SERVICES</p> <p>MAXWELL DRIVE SANDTON</p>
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PARTIES

SIGNATURE

DATE

15.7 The full-time shop steward

Name

<p>20000526</p>	<p><i>[Signature]</i></p> <p>13</p>
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ESKOM

FINANCIAL TRANSACTIONS AND PROCESSES

(ANNEXURE I TO FULL TIME SHOP STEWARD AGREEMENT)

12 May 2000
Version 3

<p>Handwritten: 20000526</p>	<p>Handwritten signature: J. J. J.</p>
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FINANCIAL TRANSACTIONS AND PROCESSES

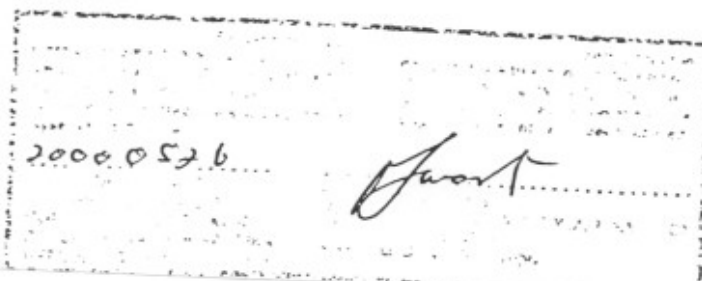
1. DOCUMENTATION

- 1.1 Eskom will supply each trade union with the applicable documentation, listed below, for all financial transactions relating to General Expenses funds.
- 1.1.1 *Booking form* for accommodation, air-flights and car hire
 - 1.1.2 *Travelling and subsistence claim form* (for meals, out allowance)
 - 1.1.3 *Cheque requisition* (for invoice payments, reimbursement for food and beverage, telephone, postage expenses)
 - 1.1.4 *Leave forms*
- 1.2 In line with normal audit requirements, any alteration on a document used for financial transactions, will be initialled by the authorised signatory on the document.
- 1.3 Eskom will, on request, advise any full-time shop steward and authorised signatory on the correct completion of relevant documentation.
- 1.4 All original documentation must be forwarded to Central Administration, through the local Eskom Human Resources department.

2. CENTRAL ADMINISTRATION

- 2.1 All financial transactions will be processed through Central Administration.
- 2.2 Where the trade unions elect Eskom to arrange the bookings as specified in paragraphs 3.1.1, 3.3.1 and 3.4.1 below, such bookings will be made through Central Administration.
- 2.3 A list detailing the location, names and contact details of Central Administration staff, will be provided to the trade unions.
- 2.4 Where Central Administration processes any reimbursement transaction, the payment will be made directly to the trade unions office that submitted the claim.

3. FINANCIAL TRANSACTIONS







3.1 Air-flights

3.1.1 Where a full-time shop steward requires a flight in relation to his duties, the trade union may utilise Central Administration to book such airflights.

3.1.2 Where the trade union decides to book a flight directly with the airline or through a non-contracted service provider, the flight will be booked in the trade union's name. Eskom will reimburse the trade union or pay the service provider, only on production of an authorised cheque requisition accompanied by an original tax invoice/receipt

3.1.3 Process and responsibilities

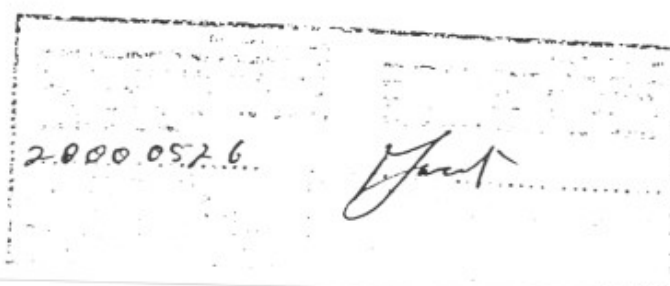
ACTIVITY	RESPONSIBILITY
Book through Central Administration	
Complete <i>booking form</i>	FTSS
Authorise booking form	Authorised signatory
Forward booking form to Central Administration	Trade union
Undertake booking	Central Administration
Process invoice	Central Administration
Book directly through supplier	
Request for booking	Trade union
Undertake booking	Supplier/service provider
Submit authorised <i>cheque requisition</i> with invoice/receipt, to Central Administration	Trade union
Process cheque requisition	Central Administration

3.2 Dedicated transport

Dedicated transport will be the responsibility of the trade unions, funded from the allocated budget for general expenses.

3.3 Vehicle Hire

3.3.1 Where a vehicle is hired for use by a full-time shop steward in relation to his duties the trade union may utilise Central Administration to hire such a vehicle. In such an instance and because Eskom will be responsible for the vehicle insurance, the full-time shop steward will only be able to hire a class A or class B vehicle.



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- 3.3.2** Where the trade union decides to deal directly with a vehicle hire company or to utilise a non-contracted agent to hire a vehicle, the vehicle will be booked in the trade union's name and Eskom will not be responsible for the vehicle insurance. In such an instance, Eskom will reimburse the trade union or pay the service provider, only on production of an authorised cheque requisition accompanied by an original tax invoice/receipt.

3.3.3 Process and responsibilities

ACTIVITY	RESPONSIBILITY
Book through Central Administration	
Complete <i>booking form</i>	FTSS
Authorise booking form	Authorised signatory
Forward booking form to Central Administration	Trade union
Undertake booking	Central Administration
Process invoice	Central Administration
Book directly through supplier	
Request for booking	Trade union
Undertake booking	Supplier/service provider
Submit authorised <i>cheque requisition</i> with invoice/receipt, to Central Administration	Trade union
Process cheque requisition	Central Administration

3.4 Accommodation

- 3.4.1** Where a full-time shop steward requires accommodation in relation to his duties, the trade union may utilise Central Administration to book such accommodation.
- 3.4.2** Where the trade union decides to deal directly with an accommodation establishment or to utilise a non-contracted agent to book accommodation, the booking will be made in the trade union's name. Eskom will reimburse the trade union or pay the service provider, only on production of an authorised cheque requisition accompanied by an original tax invoice/receipt.

3.4.3 Process and responsibilities

<p>Handwritten: 29/5/2000</p> <p>DATE</p> <p>KOMMISSARIS VAN EDE COMMISSIONER OF OATHS REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA</p>	<p>Handwritten: [Signature]</p> <p>BESKORINGSDIENSTE MEGAWATT PARK MAXWELLYLAAN SANDTON PROTECTIVE SERVICES MAXWELL DRIVE SANDTON</p>
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ACTIVITY	RESPONSIBILITY
Book through Central Administration	
Complete <i>booking form</i>	FTSS
Authorise booking form	Authorised signatory
Forward booking form to Central Administration	Trade union
Undertake booking	Central Administration
Process invoice	Central Administration
Book directly through supplier	
Request booking	Trade union
Undertake booking	Supplier/service provider
Submit authorised <i>cheque requisition</i> with invoice/receipt, to Central Administration	Trade union
Process cheque requisition	Central Administration

3.5 Out-allowances

3.5.1 Where a full-time shop steward requests to receive the R150 out allowance, rather than book accommodation as set out in 2.4 above, a *travelling and subsistence claim form*, signed by an authorised signatory, will be forwarded to Central Administration for processing. The out allowance will be processed through the payroll, although the full-time shop steward may request a PDM.

3.5.2 Process and responsibilities

ACTIVITY	RESPONSIBILITY
Complete <i>T & S claim form</i>	FTSS
Authorise T & S claim form	Authorised signatory
Submit claim form to Central Administration	Trade union
Process claim form	Central Administration

3.6 Printing and office expenses (stationary)

3.6.1 Eskom will reimburse the trade union for printing and stationary expenses incurred by the full-time shop steward in relation to his duties, on production of an authorised cheque requisition accompanied by an original tax invoice/receipt.

3.6.2 Processes and responsibilities

ACTIVITY	RESPONSIBILITY
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- Handwritten amount: 2000.052.6...
- Handwritten signature: [Signature]
- Handwritten initials: LA
- Handwritten initials: [Signature]

Arrange printing/order stationary	Trade union
Authorise <i>cheque requisition</i>	Authorised signatory
Submit authorised cheque requisition with original invoice/receipt to Central Administration	Trade union
Process cheque requisition	Central Administration

3.7 Food & beverages

3.7.1 Eskom will reimburse the trade union or full-time shop steward for food and beverage expenses incurred by the full-time shop steward, in the course of his duties.

3.7.2 The requirements in Eskom's Conditions of Service, relating to meal claims with and without vouchers, will apply.

3.7.3 Processes and responsibilities

ACTIVITY	RESPONSIBILITY
Complete <i>T & S claim form</i>	FTSS
Authorise <i>T & S claim form</i>	Authorised signatory
Submit claim form to Central Administration. (If without voucher, refer 3.7.2 above)	Trade union
Process claim form	Central Administration

3.8 Telephone and postage

3.8.1 Eskom will reimburse the trade union for telephone and postage costs incurred by the full-time shop steward in relation to his duties, on production of an authorised cheque requisition accompanied by an original tax invoice/receipt.

3.8.2 Process and responsibilities

ACTIVITY	RESPONSIBILITY
Authorise <i>cheque requisition</i>	Authorised signatory
Submit authorised cheque requisition with original tax invoice/receipt to Central Administration	Trade union
Process cheque requisition	Central Administration

3.9 Equipment repairs/maintenance

3.9.1 Eskom will reimburse the trade union for equipment repairs/maintenance incurred by the full-time shop steward in relation to his duties, on production of an authorised cheque requisition accompanied by an original tax invoice/receipt

3.9.2 Process and responsibilities

<p>By signing this document I warrant that the information contained therein is true and correct to the best of my knowledge and belief.</p> <p>29/5/2000</p> <p>KONTRAKT N° 15/2000 KOMITEE WERKSTADTE DORPMEERKURIE OT DAT IS REPUBLIEK VAN SUID-AFRIKA REPUBLIK OF SOUTH AFRICA</p>	<p>I certify that the document is a true copy of the original which I have personally inspected and according to my observations the original has in no way been altered.</p> <p><i>[Signature]</i></p> <p>EFF. WERKSTADTE REKONSTRUKSIE- en WERKSTADTE PROTEKTIEVE DIENSTE MAYWELL DRIVE SANDTON</p>
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LA *[Signature]*

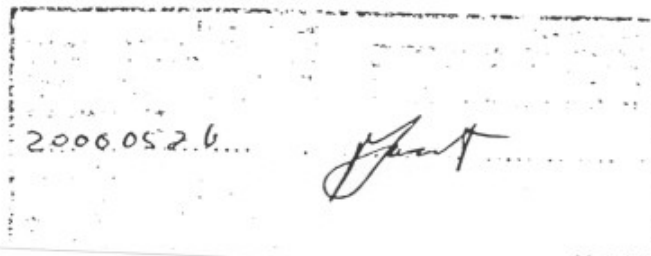
[Signature]

[Signature]

ACTIVITY	RESPONSIBILITY
Authorise <i>cheque requisition</i>	Authorised signatory
Submit authorised cheque requisition with original tax invoice/receipt to Central Administration	Trade union
Process cheque requisition	Central Administration

3.10 Leave forms

- 3.10.1 All leave forms submitted by the full-time shop stewards and signed by an authorised signatory will be forwarded to Central Administration for processing.



LA 


AGREEMENT

PROCESS MODEL TO MANAGE SURPLUS PERSONNEL

2000 05 26
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[Signatures]

AGREEMENT

1. Eskom and the Trade Unions have together embarked upon a new process to create structures and mechanisms which will afford Trade Unions the opportunity for meaningful influence over decision making within Eskom.
2. Various Task Groups have been formed consisting of both Eskom and Trade Union members, to look into various issues and to make proposals for ways to deal with these issues.
4. As a testament to the new process, and one of the first products of the joint participative structures Task Group I has created a Process Model to Manage Surplus Personnel as a result of Organisation Change annexed hereto marked Annexure "A". (Hereinafter referred to as "the model").
5. The model contains guidelines and principles for dealing with surplus personnel and Eskom and the Trade Unions hereby commit themselves to these guidelines and principles.
6. The parties have acknowledged that the model could not provide for every possible situation and exhaustively define the concepts and terms referred to therein. With this in mind, the parties acknowledge that further clarity will result once the model is put into implementation.
7. The parties also recognise that differences of opinion may therefore arise, and commit themselves to dealing with such differences in the spirit of the principles contained in the model and having regard to the intention of the parties in compiling the model.
8. This agreement constitutes the whole agreement between the parties regarding the handling of surplus personnel.

29/5/2000 *R. G. ...*

CH
AM
...
...
...
...

- 9. No variation or amendment of this agreement shall be binding on the parties unless reduced to writing and signed by all parties hereto.
- 10. The parties record that their relationship is based on utmost good faith and that all parties will strive towards complying with their respective obligation in respect of this agreement.

1. PARTIES SIGNATURE DATE

1.1 Amalgamated Engineering Union of South Africa Represented by  21/4/93

P.J.C. VAN HEERDEN

in his capacity as

REGIONAL BRANCH SECRETARY ORGANISER.

1.2 Electricity Workers' Union Represented by  12/5/93.

G. S. S. S. S.

in his capacity as

GENERAL SECRETARY.

2000 05 26

Grant

CHH
LM
[Handwritten signatures]

1.3 Engineering Industrial and Mining Workers' Union of South Africa Represented by

D. C. KINOSO

12.5.9.

D. C. KINOSO

in his capacity as

Asst Gen. SECRETARY

1.4 Eskom Employees Association Represented by

L. E. Schoerib.

21/4/9

L. E. SCHOERIB.

in his capacity as

VICE PRESIDENT.

1.5 Mineworkers' Union Represented by

P. W. Buys

23/6/9

P. W. Buys
in his capacity as

Organiserende Sekretaris

1.6 National Union of Metal Worker's of South Africa Represented by

V. Kgalema

12/5/9

V. KGALEMA

in his capacity as

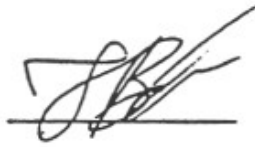
NATIONAL ORGANISER

29/5/2000 KOMMISJIE VAN DIE OORSPRONKELIKE OORSAKE REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA	29/5/2000 KOMMISJIE VAN DIE OORSPRONKELIKE OORSAKE REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA
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TC

1.7

National Union of Mineworkers
Represented by



12/05/9.

F. BALENI

in his capacity as

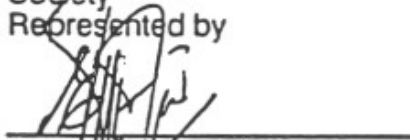
ACTING NATIONAL ORGANISER

1.8

S.A. Boilermakers, Iron and Steel Workers, Shipbuilders and Welders Society
Represented by



03/05/12

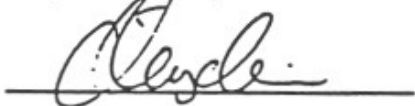


in his capacity as

REG. ORGANISED


1.9

S.A. Electrical Workers' Association
Represented by



in his capacity as

GENERAL SECRETARY (DESIGNATE)

20000526... 



1.10 S.A. Iron, Steel and Allied Industries Union Represented by

12/5/97

J.A. Puroloo

in his capacity as

Director, Westwelder

1.11 Eskom Represented by

25/06

C. S. NEETHLING

in his capacity as

SENIOR GENERAL MANAGER (EMPLOYEE RELATIONS)

10013

29/5/2000	<i>pg rooye</i>
REPUBLIC OF SOUTH AFRICA	WALLRYLAAN SANDTON
REPUBLIC OF SOUTH AFRICA	AKKAWELL DRIVE SANDTON

CH
John B
SM
L

INDUSTRIAL/MASS/PROTEST ACTION FRAMEWORK

INTERNAL FLASH POINT SITUATIONS

KNOWN INTERNAL SITUATIONS

NATIONAL EXTERNAL SITUATIONS

- UNFORSEEN/UNKNOWN INCIDENTS

- ACKNOWLEDGE IT CAN HAPPEN

- SHOULD IT HAPPEN:

- IMMEDIATE LIAISON/COMMUNICATION
- COMMITMENT BY ALL PARTIES TO RESOLVE ISSUES A.S.A.P

- GENERAL GUIDELINES

- TYPICAL NEGOTIATION/CRISSIS SITUATIONS

PRO-ACTIVE DAY TO DAY SOLVING OF ISSUES

- BOTH PARTIES ARE COMMITTED TO RAISE AND ADDRESS ISSUES A.S.A.P IN THE AGREED STRUCTURES
- LOCAL STEERING COMMITTEES WILL ASSIST WITH THE ABOVE PROCESS
- AD HOC URGENT MEETINGS SHOULD BE ARRANGED WHEN NECESSARY (DONT WAIT FOR SCHEDULED MEETINGS)
- FTSS/SSA/R PERSONNEL TO ACT AS A SOUNDING BOARD TO HIGHLIGHT FLASH POINT SITUATIONS

DURING NEGOTIATION PROCESS

- ACCEPT PROTEST ACTIONS
- OUTSIDE WORKING HOURS (LUNCH TIMES)
- POSSIBLE EXTENSIONS
- MUTUAL AGREEMENT (WORKING IN ?)

- GENERAL GUIDELINES

DEADLOCK SITUATIONS

- ACKNOWLEDGE CONFLICT
- RESOLVE VIA:
 - DISPUTE RESOLUTION MECHANISM
 - ♦ INT CONG. COMMITTEE
 - ♦ EXTERNAL MEDIATION
 - ♦ PRIVATE ARBITRATION
- ACCEPT ARBITRATION DECISION

- EXTERNAL INFLUENCES IMPACTING

- UNDERSTAND SUCH SITUATIONS WILL ARISE

- VAT
- COMM DAYS
- ETC

- GUIDELINES

- POLICY

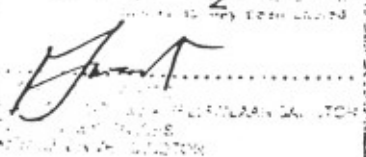
- ♦ NO WORK, NO PAY
- ♦ DISCIPLINE WITH CIRCUMSPECTION

- LEAVE APPLICATIONS

- ♦ EVERYBODY CANT GET LEAVE
- ♦ LEAVE IN RETROSPECTIVE WITH DISCRETION

- GENERAL GUIDELINES

2000.05.26



1. PREAMBLE

1.1 As a contribution to the long-term viability of Eskom, its management, trade unions and employees are committed to work together, bound by a shared and common set of values based on the principles, which are:

- job security
- meaningful participation by all stakeholders
- flexibility
- business efficiency

1.2 Structures for meaningful participation have and will be further developed within which Eskom's management, trade unions and employees can, together, seek solutions to a reality of business, namely; organisation change. Such change is influenced by change drivers from either external or internal sources.

1.3 Within the participative structures provided, reasons for the changes as a result of the change drivers will have been explained and discussed. Contributions will then be sought from the trade unions and employees on how best to respond to the change drivers, how to plan the change, and, subsequently, how to implement the agreed organisation changes.

1.4 Implementation of change

Should the implementation of the changes needed and agreed within the participative structures result in surplus staff, a model to manage this has been agreed between Eskom and the trade unions. This document reflects this agreement.

2. MODEL TO DEAL WITH SURPLUS PERSONNEL AS A RESULT OF ORGANISATION CHANGE

2.1 A schematic diagram of the model setting out the process steps is shown at Annexure one. In support of the model certain process step explanations or definitions are needed.

2.2 The EVENT that caused the employees post to become REDUNDANT implies that the post be removed from the organisation establishment.

2000.05.26

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- 2.3 The selection for identifying surplus personnel should be fair and objective. Whilst LIFO is seen as fair and objective and can be applied in particular circumstances, factors such as skills retention, experience and competency should also be taken into account. An appropriate balance should be achieved.
- 2.4 When an employee has been identified as surplus the consequences in terms of this model are:
 - (a) in the first instance, obligatory transfer, and thereafter;
 - (b) the voluntary options as set out in section 4.

3. OBLIGATORY TRANSFER

- 3.1 The employee is obliged to accept transfer to a same or similar post. Failing such acceptance the employee may be put on 30 days notice to separate without additional benefits. This is the same procedure as set out in the conditions of service which still remain applicable in terms of normal transfer.
- 3.2 A same or similar post is defined as one where:
 - (a) no, or minimal training is required;
 - (b) the post grade is the same;
 - (c) the post is anticipated as being one of permanence.
- 3.3 Should compassionate grounds exists, the obligatory transfer option falls away and the employee can consider certain voluntary options.
- 3.4 If the employer chooses the obligatory transfer option, he/she is obliged within 60 days of informing the employee that his/her post is redundant, to have identified the post to which the employee is being transferred and communicated in writing full details to the affected employee.
- 3.5 An appeal mechanism will be in place (refer section 9).

29/5/2000	<i>P. J. Hooy</i>
UNITED NATIONS PROTECTIVE SERVICES MAXWELL DRIVE SANDTON	UNITED NATIONS PROTECTIVE SERVICES MAXWELL DRIVE SANDTON

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TS
FM

4. VOLUNTARY OPTIONS

4.1 If the employer is unable to implement obligatory transfer within 60 days of informing the employee in writing that the post is redundant, the employee should consider the following voluntary options:

4.1.1 Voluntary redeployment - (refer Section 5).

4.1.2 Voluntary retraining - (refer Section 6).

4.1.3 Separation - (refer Section 7).

4.2 The employee is obliged to decide within 30 days of receiving relevant details in respect of the three options (see Sections 5, 6 and 7) which option he/she wishes to pursue.

5. VOLUNTARY REDEPLOYMENT

5.1 The employer is obliged to provide the affected employee, in writing, with a list of all existing vacancies.

5.2 The employee is obliged to apply within 30 days if there is any vacancy.

5.3 The employer under whom the vacancy falls is obliged to accept any application from an employee if:

5.3.1 the employee has the necessary skills to fulfil the requirements;

5.3.2 the post is not of a higher grade;

5.4 In the event of more than one affected employee applying, the following principles in determining selection criteria are to be applied:

5.4.1 the criteria are to be negotiated with the trade unions within the agreed participative structures.

5.4.2 the criteria are to be objective and should be based on those used to identify surplus employees: (refer section 2.3).

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- 5.4.3 The criteria are to be fully communicated to the affected employees.
- 5.5 If an employee has elected to be voluntarily redeployed but has been unable to find or be offered a vacancy, or has not been accepted as a result of multiple applications, the employee will be obliged to accept redeployment to meaningful work at the same man-grade, where meaningful work is defined as:
 - 5.5.1 being permanent in nature;
 - 5.5.2 having a job grading not more than one lower than the existing job;
 - 5.5.3 provides a career path to follow;
 - 5.5.4 being in the same or similar discipline.

Failing such acceptance, employees are then on 30 days notice to separate without any additional benefit.

- 5.6 If an employee has elected to be voluntarily redeployed and has not been accepted into a vacancy, or has not been redeployed to meaningful work, he/she is to be afforded a further opportunity for a period of 30 days to avail him/herself of the retraining or separation option.
- 5.7 The employer is obliged to consider compassionate grounds when considering redeployment under 5.5 above.
- 5.8 The employer and employee can appeal to the Appeal Body (refer Section 9) in the event of a dispute under 5.4, 5.5 and 5.7.

VOLUNTARY RETRAINING

- 6.1 The employee can choose to be retrained for Eskom's skills requirements. Retraining can be:
 - 6.1.1 for an existing vacancy;
 - 6.1.2 for a potential vacancy.

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29/5/2000
79/Reay
REPUBLIC OF SOUTH AFRICA
NATIONAL DEPARTMENT OF
LABOUR AND COOPERATION
120 WATERLOO STREET
PRETORIA 0001
TEL: 011 501 2000
FAX: 011 501 2001
E-MAIL: DL@DOH.GOV.ZA
WWW.DOH.GOV.ZA

- 6.2 The employee can apply for retraining into an existing vacancy and the employer will be obliged to accept the application where:
- 6.2.1 the job requirements of the existing vacancy are such that the job can remain vacant until retraining is complete;
 - 6.2.2 the employee meets the objective selection criteria of the vacancy which would be applied to any applicant for the vacancy.
- 6.3 Should the employee not be accepted for retraining he/she can apply for retraining under Section 6.5 below.
- 6.4 Should the employee under 6.2 be unsuccessful in passing the training as determined by objective criteria, the employer may, on an objective assessment of the employee's ability, allow retraining. If the employee remains unsuccessful he/she will be obliged to separate on 30 days notice with separation benefits unless:
- (a) the employee has not met his/her obligations in terms of the agreed training programme;
 - (b) a redeployment opportunity opens up as detailed in section 5.
- 6.5 The employee can apply for retraining into an Eskom required skill where a potential vacancy may arise in the future. The employer may accept such application by taking into account objective selection criteria to determine the employee's suitability for the skills required and the needs to the employer for such skills.
- 6.6 Should the employee not be accepted for retraining under 6.5, he/she shall be afforded a further opportunity for a period of 30 days to avail him/herself of the redeployment or separation options.
- 6.7 If the employee under 6.5 passes the retraining the employer will be obliged to provide him/her with a list of all vacancies where the employee will be able to apply his skills, and the employee will be obliged to accept redeployment to such a post.

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7. SEPARATION

- 7.1 The separation option set out in this section only apply to employees who are declared surplus as a result of organisation change whose post has become redundant. Such an employee can apply for separation on the basis of either early retirement or resignation with a separation package.
- 7.2 The employer is obliged to consider the application within 30 days. The application can only be turned down on the grounds that the skills of the employee are required by the organisation. To this extent the employer must demonstrate that:
 - 7.2.1 a post is available or will become available within a reasonable period of time;
 - 7.2.2 the post is of such a nature that it will utilise the employee's skills;
 - 7.2.3 the post has a job grading not more than one lower than the redundant one, . In such cases the man-grade will remain as is. An employee who accepts a job grade one lower must be given first preference to fill a position at his/her original job as and when an opportunity arises;
 - 7.2.4 the post provides a career path to follow.
- 7.3 The employer is obliged to consider compassionate grounds when considering the application to separate.
- 7.4 The employer and employee can appeal to Appeal Body (refer Section 9) in the event of a dispute under Section 7.2 and 7.3

8. OBLIGATORY SEPARATION

- 8.1 If the employer is unable to affect an obligatory transfer, and an employee fails to exercise one of the voluntary options, the employee will be on 30 days notice to separate without any further benefit.

29/5/2000	<i>P. G. Hooper</i>
REPUBLIC OF SOUTH AFRICA	REPUBLIC OF SOUTH AFRICA
MINISTER OF LABOUR	MINISTER OF LABOUR
100 WATERLOO STREET	100 WATERLOO STREET
JOHANNESBURG 2000	JOHANNESBURG 2000
TELEPHONE: 011 469 1111	TELEPHONE: 011 469 1111
FACSIMILE: 011 469 1112	FACSIMILE: 011 469 1112
ELECTRONIC MAIL: labour@labour.gov.za	ELECTRONIC MAIL: labour@labour.gov.za

CAH
RLB
Jm
[Signature]

9. APPEAL BODY

9.1 There shall be an objective appeal mechanism in the form of an Appeal Body's which will be established under the participative structures.

10. TRAINING FOR GENERIC SKILLS

10.1 Employees who opt for voluntary separation can avail themselves of generic skills training so that he/she will be better equipped to cope in the market place. This type of training will generally be:

10.1.1 not longer than one year;

10.1.2 not be a degree or diploma course provided by universities and technikons but this does not preclude the use of universities and technikons;

10.1.3 more applicable to the unskilled and semi-skilled employees or employees who have skills which are Eskom specific.

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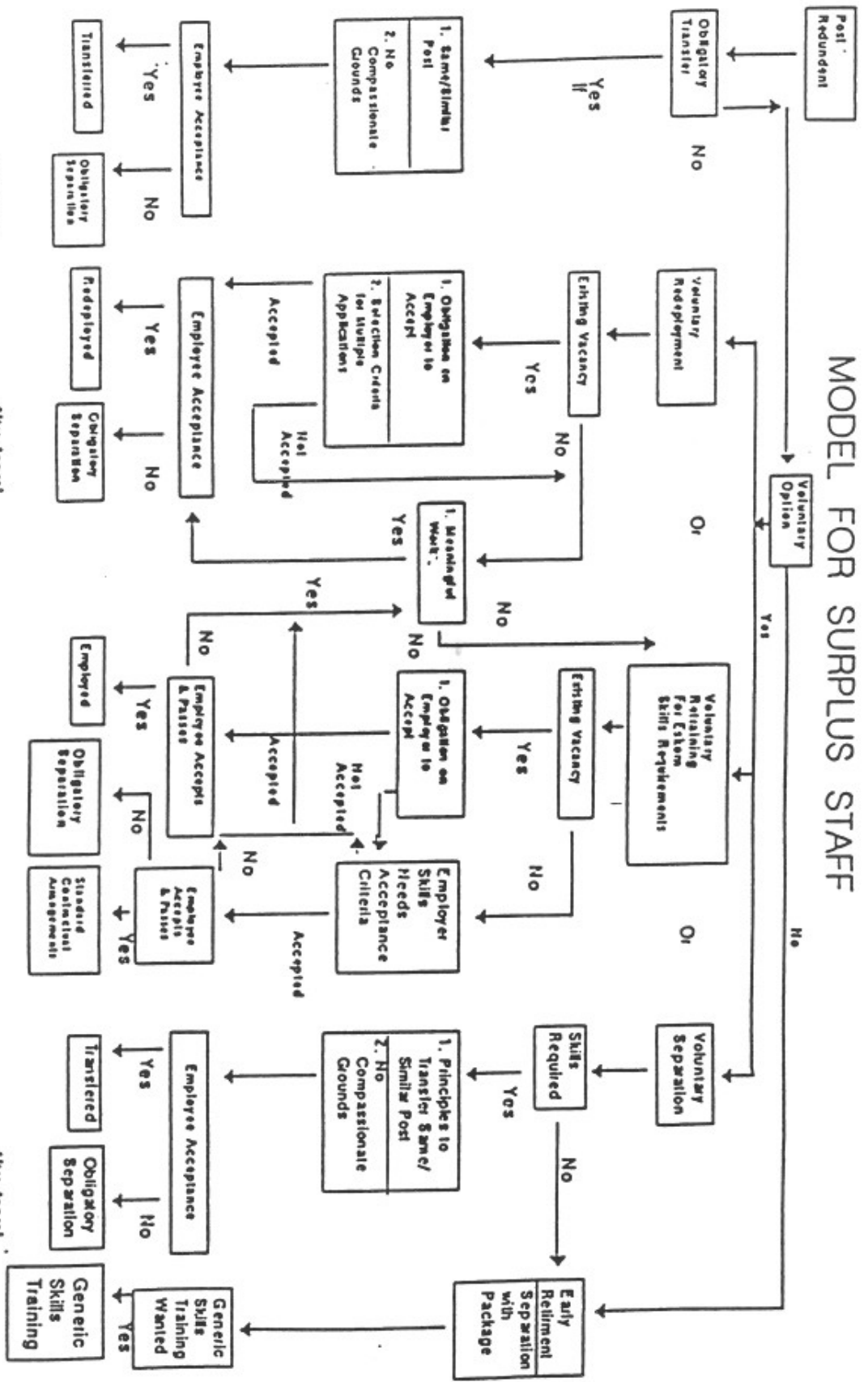
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CHH
FW
L.C.

Event:

MODEL FOR SURPLUS STAFF



29/5/2000

Sequential Options:

Defined Principles & Criteria in respect of:

Decisions:

EMPLOYEE REPRESENTATIVE
 Mr. Maxwell Drive Derwents
 Maxwell Drive Sandton
 Johannesburg 2000

Handwritten signature: *Maxwell Drive Sandton*

Actions:

HQ497

After Appeal

After Appeal

After Appeal

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ANNEXURE 4

NATIONAL STEERING COMMITTEE MEETING PROCEDURE

1. CHAIRPERSON OPEN MEETING

- 1.1 Welcome
- 1.2 Apologies

2. MINUTES OF PREVIOUS MEETING

- 2.1 Matters arising

3. COLLATING ISSUES TO BE DISCUSSED WITH AGENDA

- 3.1 Task group feedback
- 3.2 Management items
- 3.3 Trade union items
- 3.4 Referrals from other forums

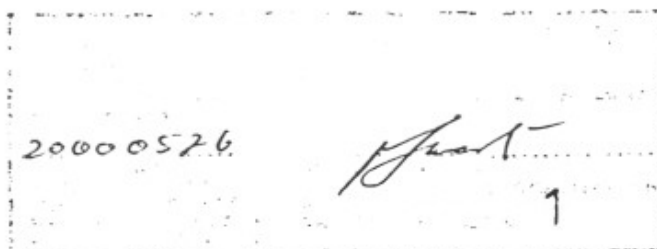
4. PRIORITISATION

- 4.1 Agenda issues
- 4.2 Dates of meeting
- 4.3 Set agenda

5. SET AGENDA

6. MONITORING OF PARTICIPATIVE STRUCTURES

- 6.1 Feedback on group forums
- 6.2 Areas of corrective action
- 6.3 General



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AGENCY SHOP AGREEMENT

between
ESKOM

and
NUM
and
SAWU

and
EEA

and
NUMSA

and
MWU

2000 05 26	<i>[Signature]</i>
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WHEREAS, the parties have negotiated and agreed to enter into a collective agreement, to be known as an Agency Shop agreement, requiring Eskom to deduct an agreed agency fee from the wages of its employees who are identified in the agreement and who are not members of the Trade Unions to the agreement.

THE PARTIES THEREFORE AGREE UPON THE FOLLOWING TERMS AND CONDITIONS:

1. INTERPRETATION

1.1 In this agreement the following terms shall have the meanings assigned to them herein:-

1.1.1 Parties shall mean Eskom and the registered representative Trade Unions party to the Recognition Agreement and to this agreement and any other recognised representative Trade Union that may become party to this agreement.

1.1.2 Trade Union shall mean registered representative Trade Union whose Constitution is non discriminatory wherein all employees of Eskom would be eligible for membership.

1.2 The singular shall include the plural and visa versa.

1.3 Reference to any gender shall include the other gender.

1.4 Headings to clauses are for reference purposes and ease of use only and shall not be taken into account in the interpretation of the agreement.

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2. AGENCY SHOP

Eskom shall deduct an agency fee from the wages of its employees identified herein who are not members of the Trade Unions.

3. SCOPE OF AGENCY SHOP

The scope of application of the agency shop agreement shall cover employees within the Patterson Grades AAA - CCU/PA0 as defined in the Recognition Agreement between the parties.

4. AGENCY FEE

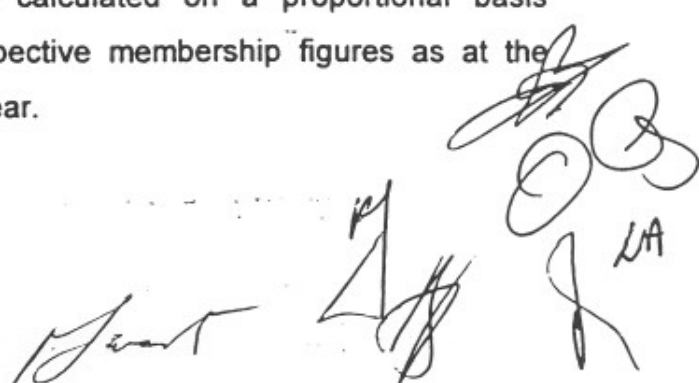
4.1 The agency fee to be deducted by Eskom in terms of paragraph 2 above shall be based on the equivalent of the lowest subscription payable by the members of a representative Trade Union to this agreement.

4.2 Pursuant to this agreement all representative Trade Unions to this agreement shall each set up a separate trust account to be administered by them for purposes of the agency shop wherein Eskom shall deposit the agency fees contemplated in 4.1 above.

4.3 Eskom will deduct a collection fee as determined by the Recognition Agreement.

4.4 The agency fee payable monthly to each of the representative Trade Unions shall be calculated on a proportional basis determined by their respective membership figures as at the 31st of December each year.

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5. ADMINISTRATION OF AGENCY FEE ACCOUNT

5.1 The separate trust accounts in paragraph 4.2 shall be administered by the representative Trade Unions to this agreement;

5.2 No part of the amount paid by Eskom into the said trust account may be utilised for nor shall it be:

5.2.1 Paid to a political party as an affiliation fee;

5.2.2 Contributed in cash or kind to a political party or a person standing for election to any political office; or

5.2.3 Used for any expenditure that does not advance or protect the socio economic interests of employees.

5.3 Expenditure that does not advance or protect socio economic interest of employees shall be expenditure or funds that are utilised for any purpose other than for collective bargaining purposes.

6. ACCOUNTING RECORDS AND AUDITS

6.1 For accounting records and audits every Trade Union administering the separate accounts referred to in paragraph 5 shall, according to the standards of generally accepted accounting practice, principles and procedures;

6.1.1 Keep books and records of the funds' income,

expenditure, assets and liabilities, and	
Name of the person or body of persons who has been appointed to audit the accounts of the company or other body of persons, and the date of the appointment. Name of the person or body of persons who has been appointed to audit the accounts of the company or other body of persons, and the date of the appointment. Name of the person or body of persons who has been appointed to audit the accounts of the company or other body of persons, and the date of the appointment.	Name of the person or body of persons who has been appointed to audit the accounts of the company or other body of persons, and the date of the appointment. Name of the person or body of persons who has been appointed to audit the accounts of the company or other body of persons, and the date of the appointment. Name of the person or body of persons who has been appointed to audit the accounts of the company or other body of persons, and the date of the appointment.
29/5/2000	<i>P. P. Rooyen</i>
ROOYEN, P. P. CHIEF ACCOUNTANT NATIONAL UNION OF SOUTH AFRICAN RETAIL AND DISTRIBUTION	ROOYEN, P. P. CHIEF ACCOUNTANT NATIONAL UNION OF SOUTH AFRICAN RETAIL AND DISTRIBUTION

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6.1.2 within six months after the end of each financial year prepare financial statements, including at least:

6.1.2.1 A statement of income and expenditure for the previous financial year; and

6.1.2.2 A balance sheet showing its assets, liabilities and financial position as at the end of the previous financial year.

6.3 The Trade Unions administering the separate accounts shall:

6.3.1 Make financial statements and the auditors' reports available to Eskom and non members covered by the agency shop for inspection; and

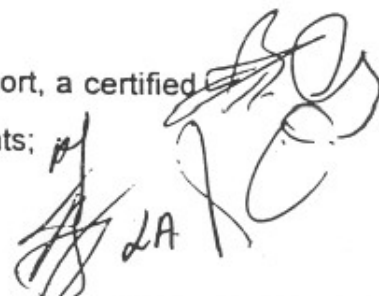
6.3.2 Each submit their statements and the auditor's report to meetings of its members or their representatives as provided for in their constitutions.

6.4 All Trade Unions administering the separate accounts, referred to herein shall each preserve a separate book of accounts, supporting vouchers, records of levies paid by Eskom, income and expenditure statements, balance sheet, and auditors report in an original or reproduced form, for a period of three years from the end of the financial year to which they relate.

6.5 Each Trade Union administering the separate account must provide to the registrar:

6.5.1 within 30 days of receipt of the auditors report, a certified copy of that report and of financial statements;

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6.5.2 within 30 days of receipt of a written request by the registrar an explanation of anything relating to the statement of levies or membership, the auditors report or the financial statement as contemplated in Section 100 of LRA 1995.

6.6 Any person may inspect the auditors report in so far as it relates to the separate account contemplated herein, in the registrars office.

6.7 The provisions of the Labour Relations Act section 25(7), section 98 and section 100(b) and (c) shall apply herein in as far as they may be amended from time to time.


7. SPECIAL CONDITIONS

7.1 The parties agree that employees who are not members of any representative Trade Union are and shall not be compelled to become members of any Trade Union.

7.2 All representative Trade Unions that are parties to this agreement or may become parties thereafter shall cease to be party to this agreement should they no longer be a representative Trade Unions as defined in the parties' Recognition Agreement or should they cease to be recognised by Eskom for reasons of no longer being representative.

7.3 Should Eskom allege that a Trade Union is no longer a representative Trade Union it must give a Trade Union concerned written notice of such allegation and allow such Trade Union 90 days from the date of such notice to establish that it is a representative Trade Union.

I certify that the boek is 'n ware kopie van die oorspronklike wat deur my persoonlik besigtig is en dat volgens my 100% nêrens die oorspronklike nie op enige wyse gewysig is nie. 29/5/2000 DATUM DATE KOMMISJARIS VAN OOR COMMISSIONER OF OATHS REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA	I certify that the book is a true copy of the original which I have personally scrutinised and according to my observations the original has in no way been altered. 19 May 2000 BERNIE BOSCHENSTE MEGAWATT MARK MAXWELL NYLAAN SANDTON PROTECTIVE SERVICES MAXWELL DRIVE SANDTON
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 LA. J. C.

- 7.4 If, within the 90 day period, such Trade Union fails to establish that it is a representative Trade Union, Eskom shall give such Trade union 30 days notice of cessation of such Trade Union being party to this agency shop agreement.
- 7.5 Should all Trade Unions that are parties to this agreement no longer be representative Trade Unions, Eskom shall give 30 days notice of termination of this agency shop agreement to such Trade Unions and employees covered by the agency shop agreement, after which the agreement will terminate.
- 7.6 If the agency shop agreement is terminated, the provisions of the Labour Relations Act, 1995 as amended, section 25(3) (c) and (d) and subsection (5) and subsection (10) shall apply until the money in the separate account is spent.

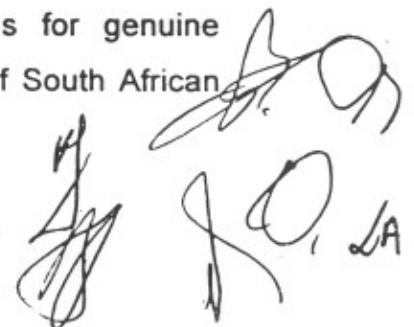
8. DISPUTE RESOLUTION

- 8.1 Should there be any dispute as a result of this agreement, such dispute shall be resolved by following the agreed dispute resolution mechanism between the parties in their collective recognition agreement. This will include disputes about the interpretation and application of the agreement, but excludes section 9.

9. PROCEDURE FOR CONSCIENTIOUS OBJECTIONS

- 9.1 A panel of 2 arbitrators from IMSSA will be appointed jointly by the parties, to determine the proper grounds for genuine conscientious objection within the parameters of South African

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legal requirements. Once these parameters have been determined, they will form part of this agreement.

9.2 An independent third person, per region, jointly chosen by the parties, will then consider applications for conscientious objector status, based on the criteria established by the abovementioned panel. These independent third persons will be able to consult with the panel on any questions of clarity or interpretation of the criteria.

9.3 The independent person shall observe a strict procedure in respect of applications for conscientious objections as set out below:

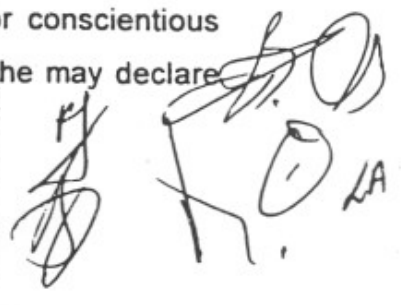
9.3.1 The objector shall submit an application in writing to the independent person and such application shall include the grounds of objection, full argument in support of those grounds and all relevant supporting documents.

9.3.2 After considering the written representations the independent person may require the objector to submit further written representations or to provide further documents.

9.3.3 The independent person may thereafter invite the objector to attend a meeting arranged for the purposes of discussing the objection and at that meeting the independent person will be entitled to put questions to the objector and witnesses on all relevant issues.

9.3.4 In the event that the person applying for conscientious ~~objector status has not been successful~~ he may declare

<p>by sending the handwritten document to the independent person at the address below. The independent person will then consider the application and will write to you with the result.</p> <p>29/5/2000</p> <p>KORALIA KOUKOUKI DEPARTMENT OF DEFENCE P.O. BOX 1000 SANDTON</p>	<p>document is a true and correct copy of the original document and that the independent person will then consider the application and will write to you with the result.</p> <p><i>Pg. Hooy</i></p> <p>EDITH MARISSA SANDTON MAYVILLE DRIVE SANDTON SANDTON</p>
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a dispute and refer the said dispute to the Commission for Conciliation, Mediation and Arbitration (CCMA).

9.4 The cost of processing conscientious objections as set out in paragraph 9 shall be borne by Eskom, including the costs of establishing the parameters in terms of paragraph 9.1.

10. PAYMENT OF CONTRIBUTIONS PENDING COMMITTEE DECISION

10.1 Pending a decision of the independent person the deduction made from the wages of an applicant for conscientious objector status shall be placed in a separate suspense account administered by a financial officer of Eskom who shall have only administrative powers.

10.2 The suspense account may be scrutinised upon application by any affected party including trade unions, Eskom or the objector.

10.3 Within seven days after the independent person has issued his decision or an arbitrator has made an award, the financial officer shall comply with the provision of the decision or award.

11. PLACING OF CONSCIENTIOUS OBJECTOR FUNDS

The deductions (which will be equivalent to the agency fee) made from the wages of conscientious objectors will be forwarded to the Department of Labour, who will administer the distribution of these monies.

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Eskom

PJ

LA

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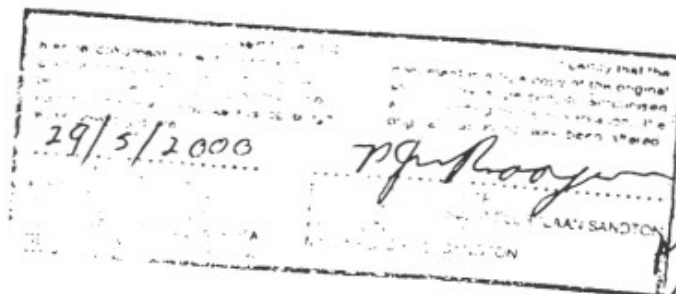
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12. GENERAL

- 12.1 The parties agree that this agreement constitutes the entire agreement between the parties and that no representations or warranties have been made other than as contained herein.
- 12.2 No variation, amendment or revocation of any of the terms of this agreement shall be binding upon the parties unless reduced in writing, signed and initialled by the parties to this agreement.
- 12.3 No relaxation of any of the terms of this agreement by any party shall be construed to be a waiver of such party's rights and such party shall not be estopped from fully enforcing its rights in terms of this agreement at any stage by reason thereof.

13. EFFECTIVE DATE

Irrespective of the last date of signature hereto, this agreement will come into full force and effect sixty (60) days thereafter.



14. AGREEMENT

PARTIES SIGNATURE DATE

13.1 Eskom Employees Association
Represented by

[Signature]

6.12.99.

Gen. Secretary
in his capacity as

13.2 Mineworkers Union
Represented by

[Signature]

6.12.99

Organizing Secretary
in his capacity as

13.3 National Union of Metalworkers
of South Africa
Represented by

[Signature]

12/5/2000.

Sector Coordinator
in his capacity as

<p>2000.0526...</p> <p>COMMISSIONER OF SOUTH AFRICA</p>	<p>Maxwell Drive Sandton</p>
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PARTIES

SIGNATURE

DATE

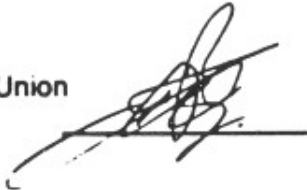
13.4 National Union of Mineworkers
Represented by



10/11/2002

DEPUTY GENERAL SECRETARY.
in his capacity as

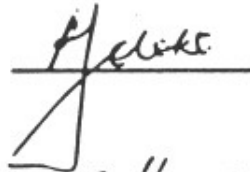
13.5 South African Worker's Union
Represented by



8-12-99

NATIONAL NEGOTIATOR.
in his capacity as

13.6 Eskom
Represented by



23/05/2000

EXECUTIVE DIRECTOR HUMAN RESOURCES.
in his capacity as

Executive Director (Human Resources)

<p>29/5/2000</p> <p><i>[Handwritten signature]</i></p> <p>EXECUTIVE DIRECTOR HUMAN RESOURCES</p> <p>ESKOM</p>	<p><i>[Handwritten signature]</i></p> <p>EXECUTIVE DIRECTOR HUMAN RESOURCES</p> <p>ESKOM</p>
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