

AGREEMENT

between

THE CHAMBER OF MINES OF SOUTH AFRICA

acting on behalf of the entities listed in Annexure A hereto
(hereinafter referred to as the "Companies")

and

THE NATIONAL UNION OF MINeworkERS

and

UASA – THE UNION

and

SOLIDARITY

and

ASSOCIATION OF MINeworkERS AND CONSTRUCTION UNION

as principals and on behalf of their members as defined herein
(hereinafter respectively referred to as the "NUM", "UASA", "Solidarity" and "AMCU")
(collectively, the four unions will hereinafter be referred to as "the Unions")
(collectively, the Companies and Unions will hereinafter be referred to as "the Parties")

Regarding

THE 2015 – 2016 REVIEW OF SALARIES AND OTHER CONDITIONS OF EMPLOYMENT

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1. **APPLICATION OF AGREEMENT**

This agreement shall apply to the Companies listed in Annexure A hereto, and to the Unions, including members of the Unions and all other employees employed at all relevant times in the recognition and bargaining units as defined in the respective recognition agreements of the Companies and which include Category 4 to 8, Miners and Artisans and Officials recognition units, where applicable (the “employees”).

2. **SALARY INCREASES**

2.1 **Increases in 2015**

The Companies will increase basic salaries (or, where applicable, remuneration packages) by the following in 2015:

2.1.1 **Anglo American Coal SA**

Cat 4 – 8

July 2015	Jan 2016	April 2016
R650	R200	R150

Miners, Artisans and Officials: 7.5%

2.1.2 **Exxaro Coal Mpumalanga**

Cat 4 – 8 (A & B)

July 2015	Jan 2016	April 2016
R400	R350	R250

Miners, Artisans and Officials: 7.5%

2.1.3 **Kangra Coal**

Cat 5 - 8

July 2015	Jan 2016	April 2016
R 400	R 200	R 150

Miners, Artisans and Officials: 7.0%

2.1.4 **Msobo Coal**

Cat 4 – 8

July 2015	Jan 2016	May 2016
R500	R150	R150

All other employees in the Bargaining Unit: 5.5%

2.1.5 Glencore Operations SA

	Current Rate	Jul-15	Jan-16	May-16	Total increase
Category 4 Surface	R 5,731	R 287	R 283	R 231	R 800
Category 4 UG/OC	R 6,301	R 315	R 311	R 254	R 880
Category 5 Surface	R 5,957	R 292	R 287	R 229	R 808
Category 5 UG/OC	R 6,546	R 321	R 316	R 251	R 888
Category 6 Surface	R 6,474	R 298	R 291	R 219	R 808
Category 6 UG/OC	R 7,117	R 327	R 320	R 241	R 888
Category 7 Surface	R 7,446	R 298	R 293	R 217	R 808
Category 7 UG/OC	R 8,189	R 328	R 323	R 239	R 889
Category 8 Surface	R 8,856	R 301	R 295	R 217	R 813
Category 8 UG/OC	R 9,743	R 331	R 324	R 239	R 895

The salaries of Miners, Artisans and Officials will increase by 7.25% for year 1 of the wage agreement and by a further 0.25% on 1 January 2016.

2.1.6 Delmas Coal

Categories 4 - 8: 6.0%

Miners, Artisans and Officials: 5.0%

2.1.7 Koorfontein Mines

All Employees in the Bargaining Unit:

01 July 2015 to 31 December 2015: 5.0%

Where an extension of the current Coal supply contract is concluded with Eskom an additional 1.0% (to 6.0%) will apply from 1 January 2016 to 30 June 2016

2.2 Increases in 2016

In 2016 the basic salaries (or, where applicable, remuneration packages) will increase as follows:

2.2.1 Anglo American Coal SA, Exxaro Coal Mpumalanga and Glencore Operations SA

For all employees in the Bargaining Unit, an increase of CPI with a guaranteed minimum of 7.5%. The formula for CPI is attached as Annexure H.

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2.2.2 Kangra Coal

Cat 5 – 8 7.5%

All other employees in the Bargaining Unit: 7.0%

2.2.3 Delmas Coal

Cat 4 – 8: CPI + 1.0% with a guaranteed minimum of 6.5%

All other employees in the Bargaining Unit: CPI. The formula for CPI is attached as Annexure H.

2.2.4 Msobo Coal

Cat 4 - 8

July 2016	Jan 2017	May 2017
R500	R150	R150

All other employees in the Bargaining Unit: 5.5%

2.2.5 Koorfontein Mines

All employees in the Bargaining Unit will receive a guaranteed increase of 5.0%

Where an extension of the Coal supply contract has been secured with Eskom for the period commencing 01 January 2016, an additional 1% will apply for the period 01 July 2016 to 30 June 2017.

3. HOUSING ALLOWANCE AND LIVING OUT ALLOWANCE

3.1 Anglo American Coal SA

In order to effect the harmonisation process, the offer on housing is attached as Annexure B.

3.2 Exxaro Coal Mpumalanga

The living out allowance will increase by 7.5% for each year of the wage agreement.

The housing allowance will increase in phases over a period of 3 years to reach an amount of R6600 per month by 1 July 2017. These increases are depicted in Annexure C.

3.3 Glencore Operations SA

The Company commits to a process to reduce the gap in the living out allowance for the various categories of employees. In order to achieve this, the living out allowance for Cat 15 & 16 will increase by R150 for each year of the wage agreement.

The living out allowance for employees in categories 12-14 will increase by 7.0% for each year of the wage agreement.

The living out allowance for categories 4-8 will increase by 10.0% in year 1 and by 10.0% for year 2.

In order to equalise the living out allowances in Categories 4-11, the living out allowance for Categories 9-11 will increase by 9.7% for year 1 and by 10.0% for year 2 of the wage agreement.

Where employees (for historical reasons related to the conversion from Company accommodation to the living out and travelling allowance) receive an allowance higher than that received by other employees in that grade, such an allowance will not be increased but will be frozen at current amounts until such employees receive a similar allowance as other employees in that grade.

The company also agrees to harmonise the living out allowance of Cat 4-11 with the living out allowance of Cat 12- 14 between 1 July 2015 and 1 July 2020. The harmonisation will be effected in terms Annexure D.

On completion of the harmonisation between Categories 4 – 14 on 1 July 2020, the company agrees to a process to harmonise the living out allowance of Categories 4 – 14 employees with that of Categories 15 & 16 employees. This will be done over a 2 year period.

3.4 **Delmas Coal**

2015:

Category 4 - 8: 10.7%

Category B6 – B7: 5.0%

2016:

Category 4 - 8: 20.0%

The housing allowance for employees in Categories B6 and B7 will not increase in 2016.

2017:

Category 4 - 8: 20.0%

Category B6 – B7: 16.6%

No further increases will be effected to the housing allowance for 2017.

3.5 **Kangra Coal**



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The housing allowance for Category 5 – 8 will increase to R3 750 in year 1 and to R4 050 in year 2.

The housing allowance for Miners, Artisans and Officials will increase by 7.0% for each year of the wage agreement.

The company agrees to the principle of harmonisation of the housing allowance. Discussions on the modalities and timing of harmonisation will take place at company level by 31 March 2016. The discussions will include matters such as prevailing market conditions and affordability.

Should the parties not have held these discussions by 31 March 2016, either party may refer a dispute on the issue in terms of the dispute resolution clauses in the agreement.

3.6 **Msobo Coal**

The living out allowance for category 4 to 14 employees will increase by R300 in year 1 and by R350 in year 2.

The company agrees to the principle of harmonisation of the living out allowance. In order to give effect to this, the living out allowance for category 15 & 16 will be frozen for the period of this wage agreement. Discussions on final harmonisation will take place during the next cycle of wage negotiations.

The living out allowance for Categories 15 & 16 will not increase for the duration of the wage agreement.

4. **COMMUTING ALLOWANCE**

4.1 **Anglo American Coal SA**

The current formula will remain the same but an additional category (of employees residing between distances of 100km and 150km from the place of work) will be added. The amount will be R4313 per month for this category. The company agrees to engage the unions at company level on the formula.

4.2 **Exxaro Coal Mpumalanga**

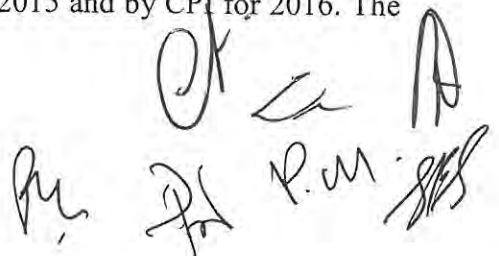
The commuting allowance will increase by 7.5% for 2015 and by the same % as the wage increase for 2016.

4.3 **Glencore Operations SA**

The commuting allowance will increase by 7.0% for each year of the wage agreement.

4.4 **Delmas Coal**

The commuting allowance will increase by 5.0% for 2015 and by CPI for 2016. The formula for CPI is attached as Annexure H.

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4.5 **Msobo Coal**

The commuting allowance will increase by R100 for 2015 and by R100 for 2016.

5. **LEAVE**

5.1 **Annual Leave**

5.1.1 The Companies agree to enter into discussions on the harmonisation of annual leave. These discussions will be concluded by 1 March 2016.

Where annual leave is already harmonised, the status quo will remain.

5.2 **Family Responsibility Leave**

The Companies agree to increase the number of days for family responsibility leave from 6 days per annum to 8 days per annum. This will be in addition to the existing 4 days unpaid leave per annum.

Parents and adoptive parents and parents-in-law will be included in case of sickness and death.

5.3 **Study Leave**

The Companies have policies that address study leave. Where issues regarding inconsistency in the application and granting of study leave are raised at Company level, these will be addressed.

5.4 **Sick Leave**

Employees are entitled to 42 calendar day's sick leave per annum, which can be accumulated to a maximum of 100 calendar day's sick leave.

Examples of how the sick leave entitlement will apply are contained in Annexure E.

The cap on accumulated sick leave will not expire.

6 **RETIREMENT ISSUES**

6.1 **Migration between Retirement Funds**

6.1.1 The Companies agree that after the signing of the wage agreement, mobility will be introduced between the current established funds, subject to the Pension Fund Act and Regulations.

6.1.2 However, engagements need to take place at Company level as different Companies have different funds. This will afford the parties an opportunity to consider the possible implications and impacts of introducing mobility. Issues such as the costs of transferring funds, other associated risk, and regulatory and legislative processes, will need to be carefully considered.

6.1.3 The Chamber of Mines will submit letters to the Industry Funds to consider changing the rules to accommodate mobility.

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6.1.4 Individual Companies will submit letters to their respective in-house Funds to consider changing the rules to accommodate mobility.

6.2 **Retirement Age**

6.2.1 The Companies agree that with effect from the date of signing of the wage agreement, all employees can elect to retire at the age of 63, subject to the retirement funds approving the necessary rule changes.

6.2.2 The Chamber of Mines will submit letters to the Industry Funds to consider effecting the necessary rules changes.

6.2.3 Individual Companies will submit letters to their respective in-house Funds to consider effecting the necessary rules changes.

6.2.4 This matter will be finalised at Company level. Individuals who may have been affected by this arrangement will also be dealt with at company level.

7. **WELLNESS ISSUES**

7.1 **Medical Incapacity Payments**

7.1.1 The Companies will increase the medical incapacity payment by R10 000 to R60 000 with effect from the date of signature of the wage agreement.

7.1.2 The Companies will again increase the medical incapacity payment by a further R5 000 to R65 000 on 1 July 2016.

7.1.3 These amounts will be the minimum that any employee will receive as a medical incapacity payment.

7.1.4 On the termination of employment due to medical incapacity, an employee shall receive an amount of R5 000 for purposes of post incapacity medical expenses.

7.1.5 Any existing more favourable arrangements will not be prejudiced by this offer.

7.2 **Medical Aid Contributions**

7.2.1 Delmas Coal will increase the company contribution to medical aid by 5.0% for 2015 and by CPI for 2016. The formula for CPI is attached as Annexure H.

7.2.2 Koornfontein Mines will increase company medical aid contributions by 5.0% on 1 July 2015 and by 5.0% on 1 January 2016.

8. **EDUCATION AND TRAINING & DEVELOPMENT**

8.1 **Tertiary Education Assistance**

The Companies agree to review their education initiatives to explore mechanisms for dependants of employees to have better opportunities to tertiary Education assistance. The review will be finalised by 1 March 2016.

8.2 **Skill Development Plan / Levies**

The Companies agree to discuss this issue at Company level within the relevant existing statutory structures.

9. **OTHER CONDITIONS OF EMPLOYMENT**

9.1 **Severance Package**

9.1.1 The Companies agree that with effect from the date of signature of the wage agreement, employees who are retrenched in terms of section 189 of the LRA will receive a severance package of not less than R25 000.

9.1.2 This amount will increase to not less than R30 000 on 1 July 2016.

9.1.3 This arrangement does not detract from any rights that the parties have in terms of the Labour Relations Act.

9.2 **Equality within Job Grades**

The Companies agree to engage at Company level on the policies and principles relating to equality within job grades. These discussions will take place by 31 March 2016.

9.3 **Meal Interval**

The Companies agree to enforce compliance to statutory requirements for meal intervals. Instances of non-compliance will be addressed at company level in terms of Section 14 of the BCEA.

9.4 **Safety and Production Bonus**

The Companies agree that the processes already underway at the respective mining houses should continue. These consultation processes are ongoing and bonus schemes are reviewed regularly at Company level. In cases where a review has not been conducted, one will be conducted by the end of 2015.

9.5 **Security Risk Cover**

Those Companies that employ security employees agree that this issue will be discussed at Company level and concluded by the end of 2015.

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9.6 **Sub-Contracting in the Mining Industry**

The Companies have internal processes involving all of the unions to ensure that practices relating to contractors are aligned with legislation.

The Companies are complying with the revised labour legislation pertaining to non-standard employment.

9.7 **Public Holiday Payment**

Anglo Coal and Exxaro Coal Mpumalanga will pay in accordance with the Basic Conditions of Employment Act (1 x 2"Double Time").

9.8 **Artisan Grading (Anglo American Coal SA)**

The Company agrees to initiate a process to critically and comprehensively review the conditions of service and disparities for Artisans with the intention to correct the disparities. This process will be completed within 3 months of the signing of the wage agreement.

9.9 **Officials on Call Out (Exxaro Coal Mpumalanga)**

The Company will deal with this issue as part of the Equalisation Process.

9.10 **Roof Bolt Operators (Delmas Coal)**

The parties have concluded an agreement attached as Annexure F.

9.11 **Clerks at Kangra Coal**

The Company agrees to conduct a grading and alignment exercise for all clerks. This exercise will be completed within 3 months of signature of the wage agreement.

9.12 **Overtime Payment**

9.12.1 Anglo American Coal SA will finalise this issue by the end of 2015.

9.12.2 Exxaro Coal Mpumalanga will deal with this issue as part of their equalisation process.

9.13 **Commuting Allowance at the new shaft (Msobo Coal)**

The parties have concluded an agreement attached as Annexure G.

9.14 **Loyalty / Long Service / Recognition Award (Delmas Coal)**

This issue will be discussed at Company level and finalised by 31 March 2016.

9.15 **Marketing Allowance (Delmas Coal)**

This issue will be discussed at Company level and finalised by 31 March 2016.

9.16 **Employee Share Ownership Schemes (ESOPS)**

Where ESOPS are not in place discussions will take place and be concluded by 1 March 2016.

10. **COMPANY SPECIFIC ISSUES**

Company specific issues are as per attached Annexure I.

11. **BASIC CONDITIONS OF EMPLOYMENT ACT (BCEA)**

11.1 The unions hereby pledge their support for an application by the Chamber of Mines on behalf of the Companies, for a determination to vary for the period 14 October 2015 to 13 September 2017, the following provisions of the BCEA insofar as they apply to the Companies in respect of Category 4-8, Miners, Artisans and Officials:

10(2) To retain the collectively bargained arrangements in respect of compensation for overtime on ordinary working days in respect of Miners, Artisans and Officials.

12(2)(b) To average hours of work over the agreed period with an average of ten hours' overtime per week.

15(1)(a) To reduce the daily rest period to less than twelve hours, but not less than eight hours, for the purposes of rapid shift changeovers, with details to be worked out at mine level.

16(1) To retain the collectively bargained arrangements in respect of compensation for irregular work on Sundays in respect of Miners, Artisans and Officials.

11.2 Where relevant, the practicalities of the implementation of the BCEA variations will be discussed at Company level.

12. **SETTLEMENT OF SALARIES AND OTHER CONDITIONS OF EMPLOYMENT**

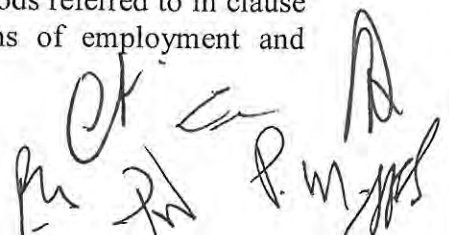
12.1 This Agreement (including any annexure hereto) will amend the existing terms and conditions of employment of the employees concerned to the extent set out herein, and is in full and final settlement of salaries, terms and conditions of employment and benefits for the period from 1 June 2015 to 31 May 2017 (Officials) and 1 July 2015 to 30 June 2017 (Category 4-8 employees and Miners and Artisans) at all Companies with the exception of:

12.1.1 Koornfontein Mines where it will be effective from 1 July 2015 to 30 June 2017; and

12.1.2 Delmas Coal where it will be effective from 1 July 2015 to 30 June 2017.

12.2 Conditions of employment that are not amended by this agreement will continue to apply.

12.3 With the exception of the issues referred for negotiation at mine or Company level in terms of this Agreement, no party shall in respect of the periods referred to in clause 12.1 above seek to review salaries, terms and conditions of employment and



benefits. In the event there is a dispute regarding the issues referred for negotiation at mine or Company level, either party may refer the dispute to the CCMA.

12.4 Neither the Companies nor the unions, nor any of their members will call for, encourage, or participate in any strike or lock-out on the Companies in respect of any demand or proposal to amend the salaries, terms and conditions of employment or benefits of employees for the duration of this agreement. In this regard the Parties will take such measures as may be reasonable to ensure compliance with this clause.

12.5 The parties agree that in the event of this agreement expiring before a new agreement on wages, conditions of employment and benefits is concluded, this agreement shall remain in force until such time as a new agreement is concluded.

13. DISPUTE SETTLEMENT PROCEDURES

In the event of any dispute between a union or unions on the one hand, and the Companies on the other (the parties to the dispute) about the interpretation, application or implementation of this agreement, including any annexure hereto:

13.1 Any party intending to refer the dispute for conciliation in terms of clause 13.2 below, shall make a reasonable effort to resolve the dispute before such referral.

13.2 Should the procedure mentioned in clause 13.1 above fail to resolve the dispute, the dispute shall be referred to the CCMA.

14. IMPLEMENTATION DATE

14.1 Unless otherwise stated, the salary increases and other changes to conditions of employment and benefits referred to in this agreement and the Annexures hereto, will be implemented with effect from 1 June 2015 (Officials) and 1 July 2015 (Category 4-8 employees and Miners and Artisans) at all Companies with the exception of Koornfontein Mines which will implement on 1 July 2015 and Delmas Coal which will implement on 1 July 2015 for all employees.

14.2 Where the implementation date is stated as 2016, the dates referred to in clause 14.1 will apply with all the necessary changes.

Signed at JOHANNESBURG on this 13 day of October 2015.

For and on behalf of NUM:


Name: Peter Bailey Signature: [Signature]

Name: Nelson Hlatshway Signature: [Signature]


For and on behalf of UASA:


Name: SF Stehring Signature: [Signature]

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Name: A. HEERDE Signature: 

For and on behalf of SOLIDARITY:

Name: D. Reyneke Signature: 

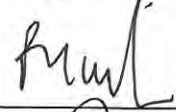
Name: SIX PLESSI'S Signature: 


For and on behalf of AMCU:

Name: _____ Signature: _____

Name: _____ Signature: _____

For and on behalf of the CHAMBER OF MINES OF SOUTH AFRICA, acting on behalf of the Companies:

Name: P. J. WILLIAMSON Signature: 

Name: P. M. MOTLHAMME Signature: 



ANNEXURE A

COMPANIES COVERED BY THE 2015 COAL WAGE NEGOTIATIONS

ANGLO AMERICAN COAL SA	1.1	Goedehoop Colliery
	1.2	Greenside Colliery
	1.3	Kriel Colliery
	1.4	New Denmark Colliery
	1.5	New Vaal Colliery
	1.6	Kleinkopje Colliery
	1.7	Landau Colliery
	1.8	Centralised Services
	1.9	Zibulo Colliery
	1.10	Isibonelo Colliery

EXXARO COAL MPUMALANGA (PTY) LTD	2.1	Arnot Colliery
	2.2	North Block Complex
	2.3	Matla Coal
	2.4	New Clydesdale Colliery

GLENCORE OPERATIONS SA	3.1	Tweefontein Complex
	3.2	iMpunzi Complex (Excluding employees on the Gate Wage)
	3.3	Goedgevonden Complex
	3.4	Group Services, Witbank

KANGRA COAL	4.1	Savmore Colliery
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KOORNFONTEIN MINES	5.1	Koornfontein Mines
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KUYASA MINING	6.1	Delmas Coal (Pty) Ltd
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MSOBO COAL	7.1	Msobo Coal (Pty) Ltd
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Anglo American Coal SA Housing Allowance

ANNEXURE B

	Current	2015 July	2016 July	2017 July	2018 Jan
C Lower and Below	R 6172	R 6726	R 7332	R 8028	R 8791
C Upper	R 7531	R 7795	R 8028	R 8429	R 8791
C4#	R 8786	R 8786	R 8786	R 8786	R 8791

NB: This is applicable to employees who reside in their own accommodation
 * Learnership housing allowance will increase by 9%

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ANNEXURE C

Exxaro Coal Mpumalanga (Pty) Ltd.

The housing allowance will increase in phases over the next 3 years to reach an amount of R6600.00 per month by 1 July 2017 as per the table below.

	Current	Y1	01-Jan-16	Y2	Y3
A&B	3300	4250	5600	5900	6600
C1-C3	4700	5029	5600	5900	6600
C4&5	5200	5600	5600	5900	6600

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C. J. D.
S.S.P.
P.M.

GLENCORE OPERATIONS SA LIVING OUT ALLOWANCE HARMONISATION PHASE 1

ANNEXURE D

Cat 4-8 (A4-B1)	Current			R 3 252
	01-Jul-15	10%	R 325	R 3 577
	01-Jul-16	10%	R 358	R 3 935
	01-Jul-17	10%	R 393	R 4 328
	01-Jan-18	6%	R 260	R 4 588
	01-Jul-18	10%	R 459	R 5 047
	01-Jan-19	6%	R 303	R 5 350
	01-Jul-19	10%	R 535	R 5 885
	01-Jan-20	6%	R 353	R 6 238
	01-Jul-20	10%	R 624	R 6 862

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Cat9-11 (B5-B7)	Current			R 3 261
	01-Jul-15	9.7%	R 316	R 3 577
	01-Jul-16	10%	R 358	R 3 935
	01-Jul-17	10%	R 394	R 4 329
	01-Jan-18	6%	R 260	R 4 588
	01-Jul-18	10%	R 459	R 5 047
	01-Jan-19	6%	R 303	R 5 350
	01-Jul-19	10%	R 535	R 5 885
	01-Jan-20	6%	R 353	R 6 238
	01-Jul-20	10%	R 624	R 6 862

Cat 12-14 (C1-C3)	Current			R 5 573
	01-Jul-15	7%	R 390	R 5 963
	01-Jul-16	7%	R 417	R 6 381
	01-Jul-17	1.7%	R 120	R 6 501
	01-Jul-18	1.7%	R 120	R 6 621
	01-Jul-19	1.7%	R 120	R 6 741
	01-Jul-20	1.7%	R 120	R 6 861

Cat 15-16 (C4-C5)	Current			R 7 553
	01-Jul-15	2%	R 150	R 7 703
	01-Jul-16	1.9%	R 150	R 7 853
	01-Jul-17	1.9%	R 150	R 8 003
	01-Jul-18	1.9%	R 150	R 8 153
	01-Jul-19	1.9%	R 150	R 8 303
	01-Jul-20	1.9%	R 150	R 8 453

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Sick Leave Example

	2014	2015	2016	2017	2018	2019
Emp 1	entitlement	42	42	42	42	42
	utilised	0	0	0	0	0
	accumulated	42	84	100	100	100
Emp 2	entitlement	42	42	42	42	42
	utilised	30	0	10	38	15
	accumulated	12	54	86	90	100
Emp 3	entitlement	42	42	42	42	42
	utilised	42	42	42	42	42
	accumulated	0	0	0	0	0

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ANNEXURE F

ROOFBOLTER OPERATORS AGREEMENT

Between

DELMAS COAL (PTY) LTD

And

NATIONAL UNION OF MINEWORKERS

The above parties and signatories of this agreement hereby make an agreement on Roofbolter Operators as follows:

1. ROOFBOLTER OPERATORS' UPGRADE

Roofbolter Operators will be upgraded from Category Six (6) to Category Seven (7).

2. IMPLEMENTATION DATE

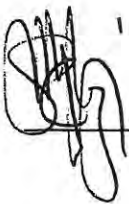
The upgrade will be backdated and effective from the 1st of July 2015.

3. SCOPE OF THE AGREEMENT

This agreement applies to all Roofbolter Operators employed by Delmas Coal (Pty) Ltd.

This is done and signed at Delmas Coal (Pty) Ltd, on 13 OCTOBER 2015 by the following duly authorized mandated representatives of the organizations as indicated:

FOR AND ON BEHALF OF DELMAS COAL (PTY) LTD:





WITNESS

NATIONAL UNION OF MINeworkERS:





WITNESS

Handwritten notes and signatures at the bottom right of the page, including initials and names such as "Ok. D", "L. R.", "P. M.", and "S. S.".

AGREEMENT

between

NATIONAL UNION OF MINeworkERS (NUM)

and

SOLIDARITY

as principals and on behalf of their members as identified herein
(hereinafter referred to as the "Unions")

and

M SOBO COAL (PTY) LTD
(hereinafter referred to as the "Employer")

regarding

THE UNDERGROUND COMMUTING ALLOWANCE

Handwritten signatures and initials:
OK. R
L
H
M
S

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4. Dispute resolution procedures	3
5. Commencement and operation of this agreement	4
6. Termination	4

[Handwritten mark]

Ch. A
in A
P.M. - [Signature]

1. APPLICATION OF AGREEMENT

- 1.1 This agreement will apply to Msobo Coal underground operations employees (Category 4 up to Category 16), employed at all relevant times by the "Employer" at Msobo Coal underground operations;
- 1.2 The members of the Unions (Category 4 up to Category 16), employed at all relevant times by the "Employer" at Msobo Coal underground operations.

2. UNDERGROUND COMMUTING ALLOWANCE

- An allowance of R300.00 (three hundred rand) per month will be paid to all Msobo Coal employees (Category 4 up to Category 16), who work at underground operations.
- This allowance will be paid with the monthly salary and will be tax deductible.
- Increase of this allowance will be negotiated from time-to-time at the Chamber of Mines wage negotiations and will increase with the same percentage that the company commuting allowance increases.

3. CONDITIONS

- Only Msobo Coal employees who are employed at underground operations will qualify for the monthly underground commuting allowance.
- All bus transport from the main office area of Msobo Coal to the shafts will be discontinued at the same time as the implementation of the payment of underground commuting allowance.
- Should an employee be transferred from underground operations to surface operations for whatever reason, the payment of underground commuting allowance will be discontinued.
- In the event that service of an employee is terminated for whatever reason, the payment of underground commuting allowance will be discontinued.

4. DISPUTE RESOLUTION PROCEDURE

In the event of any dispute about the interpretation and/or application of this agreement, the "Employer"'s Dispute Resolution Procedure will be followed.




5. COMMENCEMENT AND OPERATION OF THIS AGREEMENT

This agreement will come into effect on 01 August 2015

The agreement will be in force until it is reviewed by the parties at a time the parties will deem fit to do so.

6. TERMINATION

Any party to this agreement must inform the other party to terminate in writing and give one calendar month notice thereof. The parties can engage within that one month prior to the termination of this agreement for an alternative if possible.

THUS DONE AND SIGNED ON THIS 13th DAY OF August 2015 AT MSOBO COLLIERY.

FOR AND ON BEHALF OF SOLIDARITY, THE SIGNATORIES BEING DULY AUTHORIZED HERETO:

G. Keane
NAME

Amanda van der Merwe
WITNESS NAME

NAME

[Signature]
WITNESS SIGNATURE

FOR AND ON BEHALF OF THE NATIONAL UNION OF MINeworkERS, THE SIGNATORIES BEING DULY AUTHORIZED HERETO:

[Signature] 13/08/2015
NAME

Amanda & wife 13/08/2015
WITNESS NAME

[Signature]
SIGNATURE

[Signature]
WITNESS SIGNATURE

FOR AND ON BEHALF OF MSOBO COAL MANAGEMENT, THE SIGNATORIES BEING DULY AUTHORIZED HERETO:

[Signature]
NAME

Francis Uys
WITNESS NAME

[Signature]
SIGNATURE

[Signature]
WITNESS SIGNATURE

[Handwritten notes and signatures]
OK
[Signature]
[Signature]
[Signature]

ANNEXURE H

FORMULA FOR CALCULATING CPI

1. CPI is the headline consumer inflation published from time to time by Statistics South Africa.
2. CPI will be determined as follows:
 - 2.1 the CPI figures for the month of December 2015 to May 2016 will be examined;
 - 2.2 the months with the highest and lowest CPI will be discounted;
 - 2.3 the CPI for the remaining four months will be averaged; and
 - 2.4 the resulting figure based on this formula will be deemed to be CPI for the purposes of this agreement.



ANNEXURE I

Anglo American Coal SA issues deferred to company level:

1. Retirement / Golden Handshake
2. Service Increment
3. Scarcity Allowance
4. Underground Allowance
5. Medical Aid Contributions
6. Maternity Leave
7. Roll Up
 - 7.1. Category 5 to 6
 - 7.2. Artisan Aides
 - 7.3. Continuous Miners

