



**NEWSHELF 1167 (PTY) LTD t/a  
UNITED NATIONAL BREWERIES (SA)**

Gallagher Estates, Richards Drive, MIDRAND. P.O. BOX 9353, CENTURION 0046  
Telephone: (011) 315-7337 Fax No. (011) 315-0238

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**AGREEMENT**

**between**

**NEWSHELF 1167 (SA) (PTY) LTD t/a  
UNITED NATIONAL BREWERIES (SA)  
(UNB)**

**and**

**FOOD AND ALLIED WORKERS UNION  
(Union)**

**2013/2014**

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1. **AGREEMENT:** After the exhaustive substantive negotiations undertaken at the Parktonian Hotel in Johannesburg on the 20<sup>th</sup> of February 2013, the parties agreed as follows:
2. **DURATION:** This agreement is valid and effective from **1 April 2013 to 31 March 2014.**
3. **ALLOWANCES:**

<i>Night Shift</i>	<i>25% of shift rate</i>
<i>Afternoon Shift</i>	<i>15 % of shift rate</i>
<i>Continuous Shift</i>	<i>15% of shift rate</i>
4. The year-end party increase is left at the discretion of the MD.CEO.
5. **MATERNITY LEAVE: "Annexure A"** The attached Leave Policy will be implemented by no later than 1 August 2013.
6. **WAGES:** As per settlement, parties agreed to increase the wages by R382.00 across the board as tabled below.

GRADE	CURRENT RATE	INCREASE (R)	% INCREASE	RATE
A1	R4901	R382	7.77	R5283
A2	R4941	R382	7.73	R5323
B1	R5011	R382	7.62	R5393
B2	R5251	R382	7.27	R5633

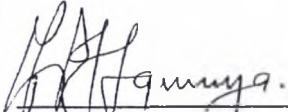
This agreement is signed at Johannesburg on this 24 day of April 2013.



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T.S. R.A.H

**SIGNATURES:**


R. NGWENYA  
For Company

24/04/2013



S. MAKHAYE  
For Union

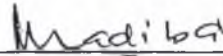
24<sup>th</sup> APRIL 2013

**WITNESSES:**


24/4/2013

Name:

Charelle Antlues-Nel  
Snr HR Manager.



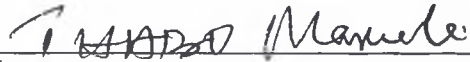
Name:

Madiba



Name:

Alraw Mkhale



Name:



## **MATERNITY LEAVE POLICY**

### **1.1 Scope:**

This applies to all the employees falling under the bargaining unit (A1-B2).

### **1.2 Maternity Leave:**

The employee is required to notify her Superior as soon as she is aware of the fact that she is pregnant in order for the company to ensure that steps are taken to safeguard her health and safety during the period of her pregnancy and the alternative arrangements can be timeously made for her work to be done by another person during the period of her absence from work. Should safety or health reasons necessitate, a pregnant employee may be transferred to a more suitable position for the duration of the pregnancy, at the discretion of the company.

#### **1.2.1 Pregnant employees are entitled to a minimum of four months maternity leave.**

In order to qualify for payment during the maternity leave the, an employee must have at least 24 months continuous service prior to the date of confinement. Employees with less than 24 months service will be granted 4 months unpaid leave.

#### **1.2.2 Paid maternity leave will be granted to an employee only once in every cycle of 3 years.**

#### **1.2.3 Application for maternity leave must be lodge at least 4 weeks before the anticipated confinement for approval by the Manager.**

The application must be supported by a statement from a registered medical practitioner or certified traditional healer confirming the confinement and the estimated date thereof.

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1.2.4 Annual leave will only be granted directly before or after the period of maternity leave under exceptional circumstances and with the expressed written consent of the relevant line manager together with justification for same.

1.2.5 Pregnant employee must commence maternity leave no later than 4 weeks before the expected date of birth or earlier if ordered to do so by a medical practitioner or midwife certifies that it is necessary for the employee's health or that of her unborn child.

An employee may not return to work for six weeks after birth of her child.

1.2.6 Prior to commencing maternity leave, an employee must sign an written undertaking to return to work after maternity leave (the return date) and undertake to work for an unbroken period of 24 months thereafter, failing which the employee will be required to refund the employer subsidised portion of the paid maternity leave proportionate to the shortfall in the 24 months following the return date.

1.2.7 This clause shall not retract from the right of the employer to dismiss for conventional reasons including common law reasons, misconduct, incapacity and operational.

### **1.3 Stillbirth and adoption:**

1.3.1 In the event of stillbirth, or a miscarriage in the third trimester of pregnancy, maternity leave will commence forthwith and end six weeks after the still birth or the miscarriage.

1.3.2 In the event of adoption of a child aged 2 years or younger, standard maternity leave will apply. If the adopted child is more than 2 years of age then family responsibility leave and annual leave must be utilised.

### **1.4 Payment :**

The company will pay 35% or a lower amount of basic salary for the period of maternity leave in condition that such payment accords with the sliding scale determined by the Unemployment Insurance Fund Act. It is a condition of payment that the employee timeously claim maternity benefits and provide proof of the amounts paid to her by the Unemployment Insurance Fund. The difference between from what she has received and her normal remuneration, again subject to the limitations contained in the UIF Act and Schedule, shall be paid in 4 equal

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instalments on the usual payday commencing on the first pay day following the return date.

**1.5 Employment Benefits:**

- 1.5.1. During the period of absence the Company will pay the contributions to the relevant retirement and medical aid funds. Such contributions are payments in kind and will not be duplicated when the remuneration difference is paid in accordance with 1.4 above.

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P. D. M. T. D. M. A. P.

  
S. 24/4/2013