

**MEMORANDUM OF AN AGREEMENT REACHED BETWEEN THE  
FOLLOWING PARTIES TO  
THE BARGAINING COUNCIL FOR THE GRAIN INDUSTRY**

Food and Allied Workers Union  
Solidarity Union  
(Hereinafter referred to as the Employee party)

and

Employers Organisation for the Grain Industry  
(Hereinafter referred to as the Employer party)

**WHEREBY THE PARTIES AGREE AS FOLLOWS:**

**1  
APPLICATION**

This agreement shall apply to members of the Trade Unions excluding the following:

- 1.1 Employees with less than six months service with any of the employer members of the Employers Organisation
- 1.2 Seasonal Workers
- 1.3 Employees who are paid on a commission basis

**2  
WAGES**

Parties have agreed to settle on the following terms:

**2.1 Job Grades 1 – 4**

- ☐ OVK - 6 % average and 5 % minimum
- ☐ Senwes - 6 % across the board
- ☐ MGK - 6 % across the board
- ☐ NWK - 6 % across the board
- ☐ NTK - 6 % across the board
- ☐ GWK - 5 % across the board
- ☐ Suidwes - 5 % across the board

In respect of Grades 1 – 4 in VKB, parties have agreed to extend the Mediation session until the 7<sup>th</sup> of March 2006.

**2.2 Job Grades 5 – 11**

A minimum of 3.5 %, and the following average increases:

- ☐ Senwes - 5 %
- ☐ OVK - 5 %
- ☐ NTK - 5 %
- ☐ VKB - 5 %

- ☐ GWK - 5 %
- ☐ MGK - 6 %
- ☐ NWK - 6 %
- ☐ Suidwes - 4 %

**2.3** The implementation date of the above will be the **1<sup>st</sup> of March 2006**, as per the norm in the Industry, except for the following:

- ☐ OVK - 1 April 2006
- ☐ Senwes - 1 May 2006
- ☐ GWK - 1 July 2006

### 3

## SUBSTANTIVE ISSUES

### 3.1. Industry Health Care Strategy

- 3.1.1. Parties will have an Industry break away session for 2 days on a date to be confirmed by the parties to explore this matter further
- 3.1.2. The total costs for such a session will be shared equally between Solidarity and the employer component
- 3.1.3. Parties will brainstorm all the necessary preparations prior to the scheduled Sessions on a date suitable to all

### 3.2. Annual Wage Negotiations Attendance

- 3.2.1. Employers will release 1 shop steward per employer per Union, provided that the union represents 10 % of the employees employed by the employer, and that the Union has 500 or more members in the Industry. This includes Shop Stewards that are Board members as well. The Council will verify the position of Unions
- 3.2.2. Employers will pay for travelling costs and the costs for accommodation for 1 night per session to a maximum of 3 sessions
- 3.2.3. Unions should submit names of their representatives timeously to the Council

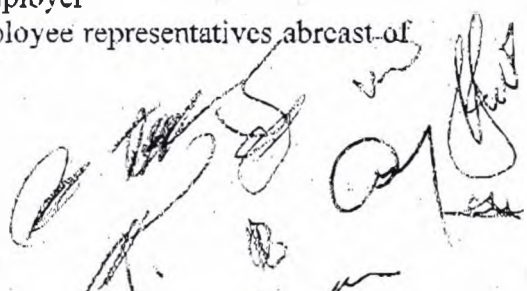
### 3.3. Medical Aid: Grades 1 – 4

- 3.3.1. Both parties are committed to the meaningful participation in the activities of the Medical Aid Working Committee
- 3.3.2. The Working Committee is tasked to establish an affordable Medical Aid Fund for employees in Grades 1 – 4
- 3.3.3. The Working Committee will regularly report on its progress to the Council's Board

### 3.4. Pension Fund

- 3.4.1. Parties agreed that the status quo would remain in respect of the trustee representation at the Pension Fund scheme
- 3.4.2. Employers undertake to involve the employee representatives for participation in the next elections of representatives at each employer
- 3.4.3. Employers agreed to keep the Unions and employee representatives abreast of any developments in this regard

### 3.5. Shop Steward Access to Company Facilities



3.5.1. Parties agreed that the matter be deferred to plant level (each workplace) for finalisation

**3.6. Stop Order Facilities**

3.6.1. Parties agreed that the matter relating to Stop Order facilities for recognised trade unions, be dealt with at plant (workplace) level

**3.7. Job Evaluation**

3.7.1. Parties agreed to the establishment of a Job Evaluation Committee comprising of two representatives from both the employer and the trade union components

3.7.2. The Job Evaluation Committee will report to the Council's Board at the 2<sup>nd</sup> meeting of 2006

**3.8. Performance Appraisals**

3.8.1. Employers will submit names of the trade union members, whose increases are below the average increase, to the trade union component one month prior to the implementation of the annual increases

**3.9. Shop Steward Leave**

3.9.1. Parties agreed that the status quo should remain in respect of shop steward leave for trade union activities

**3.10. Wage Gaps**

3.10.1. Parties agreed that this matter should be rectified at employer level

3.10.2. Trade Unions must assist in identifying the wage disparities at employer level

**3.11. Allowances**

3.11.1. Parties agreed that status quo in respect of night shift, acting, day and travelling allowances should remain

**3.12. Profit-Sharing Scheme**

3.12.1. Parties agreed that the matter of profit-sharing be discussed at employer (workplace) level



**4**

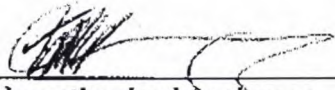
**EXTENSION OF AGREEMENT**




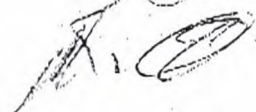
The employers will extend the terms of this agreement to employees who are not members of any of the trade unions party to this agreement, within the Bargaining Unit

SIGNED AT PRETORIA ON THIS 28 DAY OF FEBRUARY 2006

WITNESSES:

  
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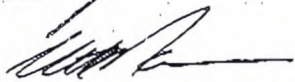
  
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Duly authorised to sign on  
behalf of Food and Allied  
Workers Union

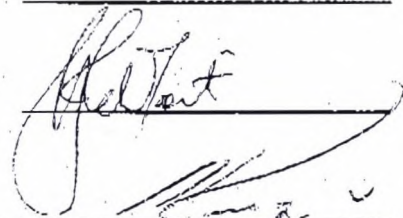




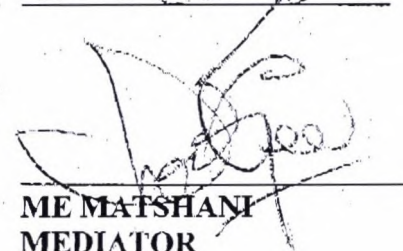
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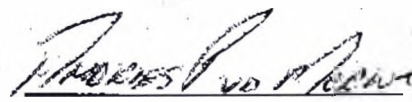


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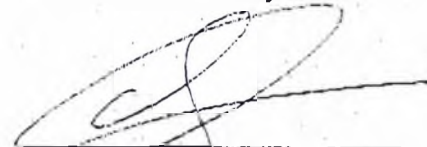
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**ME MATSHANI**  
**MEDIATOR**



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**Duly authorised to sign on  
behalf of Solidarity Union**



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**Duly authorised to sign on  
behalf of The Employers  
Organisation for the Grain  
Industry**



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**NS BALOYI**  
**GENERAL SECRETARY**