



## WAGE AGREEMENT (2014 – 2015)

between

JT INTERNATIONAL MANUFACTURING SOUTH AFRICA PROPRIETARY LIMITED

2004/022664/07

**("the Company")**

and

## THE FOOD AND ALLIED WORKERS UNION

("the Union")

*[Handwritten signature]*

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*G. H. T. W.*

## 18. The Parties

The Parties to this Wage Agreement are:

- 18.1 JT International Manufacturing South Africa (Pty) Limited ("the Company"); and
- 18.2 the Food and Allied Workers Union ("the Union").

## 19. Current Recognition Agreement:

- 19.1 The definitions used in this wage agreement relates to the current signed recognition agreement,
- 19.2 Both parties however commit to continue to engage regarding the draft recognition agreement.

## 20. Definitions

- 20.1 Unless the context indicates otherwise:
  - 20.1.1 "Act" shall mean the Labour Relations Act 66 of 1995, as amended;
  - 20.1.2 "Agreement" shall mean this Wage Agreement, including any addenda hereto, as may be amended in writing from time to time;
  - 20.1.3 "Bargaining Unit" shall refer and is applicable as per the current signed agreement
    - 20.1.3.1 all Technicians;
    - 20.1.3.2 all Operators;

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20.1.3.3		all Service Operators;
20.1.3.4		Forklift Drivers; and
20.1.3.5		Warehouse Associates;
20.1.4	<b>"the Company"</b>	JT International Manufacturing South Africa (Pty) Limited;
20.1.5	<b>"Day"</b>	shall mean, for the purposes of determining time periods in this Agreement, any Day between the hours of 08h00 and 16h00, except Saturdays, Sundays and public holidays;
20.1.6	<b>"Dispute"</b>	shall mean any matter that is declared to be a dispute in writing by one party to another party in terms of the dispute procedures.
20.1.7	<b>"Industrial Action"</b>	shall mean strikes and lock-outs as defined in the Act as well as any other form or attempted or actual work disruption;
20.1.8	<b>"Non-Unionised Employee"</b>	shall mean an employee who falls within the Bargaining Unit but who is not a member of the Union;
20.1.9	<b>"Signature Date"</b>	shall mean the last date of signature of this Agreement by either of the parties;
20.1.10	<b>"Union"</b>	shall mean the Food & Allied Workers Union, its officials and/or its Shop Stewards and/or Union Members for so long as the Food and Workers Union remains registered in terms of the Act; and
20.1.11	<b>"Union Member(s)"</b>	shall mean a permanent, fulltime employee(s) at the Company who is a paid up member of the Union.

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20.2 For the purposes of this Agreement, the male shall include the female and the singular shall include the plural, unless the contrary is clearly indicated.

20.3 Words not defined herein shall carry the meanings assigned to them, where applicable by the Act.

## 21. Introduction

21.1 The Company and the Union have been engaged in negotiations during February and March of 2014, regarding the review of wages and other conditions of employment in respect of the Bargaining Unit.

21.2 The parties have concluded their substantive negotiations for 2014 / 2015 and the parties now wish to reduce their agreement in writing as set out in this Agreement.

## 22. Scope

This Agreement is a collective agreement and binds the Company, the Union, and the Union Members as per section 23 of the Act as well as the Non-Unionised Employees by virtue of section 23(1)(d) of the Act.

## 23. Duration

This agreement shall commence to apply from 1 March 2014 and shall continue to apply until 28 February 2015.



**24. Increment on Basic Salary**

24.1 The basic, actual salaries of all employees in the bargaining unit, (excluding all bonuses, allowances, gratuities and payments of a like nature) shall be increased with effect from **1 March 2014** as follows:

**All Technicians to receive 7.5% increase**

**All Operators and Warehouse Associates to receive 8%**

**All Service Operators / Auxiliary Forklift to receive 8.5%**

**25. Cigarette Allowance**

All current employees in the Bargaining Unit will receive **one additional carton** of cigarettes as from **1 March 2014**. This is a total of four cartons of cigarettes per month.

**26. Transport Allowance**

The parties agree that all current employees in the Bargaining Unit will receive a transport allowance of **R 805.00 per month** as from 1 March 2014.

**27. Annual Bonus**

Agreement reached by both parties that this matter will be discussed in a separate forum

This matter is however not open to further negotiations during the period of this agreement.

**28. Housing Subsidy**

Agreement reached by both parties that this matter will be discussed in a separate forum. This matter is however not open to further negotiations during the period of this agreement.



## 29. Food Subsidy

All current employees in the Bargaining Unit will receive a **daily food subsidy of R11.00** with effect from date of signature of this agreement when the agreement is signed.

### 30. Agency Shop Agreement

Agreement reached by both parties that this matter will be discussed in a separate forum as well as medical aid schemes. This matter is however not open to further negotiations during the period of this agreement.

### 31. Full And Final Settlement

This Agreement, including any annexure hereto, shall amend all current existing terms and conditions of employment of all employees referred to in this Agreement to the extent set out in this Agreement, and shall constitute a full and final settlement of all demands and proposals made by the Unions on behalf of Union Members in respect of the review of wages and other conditions of employment for the duration of this Agreement.

### 32. Monitoring and implementation of this Agreement

32.1 Unless otherwise stated, the wage increases and other changes in conditions of employment referred to in this Agreement shall be implemented with effect from **1 March 2014**, unless the implementation date is expressly specified in the relevant clause of this Agreement.

32.2 The parties agree to inform their members and employees of the content of this Agreement.

33. Other existing contractual obligations to be maintained

Save as specifically provided for in this Agreement, and for the duration provided for herein, this Agreement does not vary or alter other contractual obligations between the parties.

*John H. B. Biggs*

### 34. Variations not effective unless in writing

34.1 No variation, modification or waiver of any provision of this Agreement, or consent to any departure there from, shall in any way be of any force or effect unless confirmed in writing and signed by the parties and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which it was made or given.

### 35. Rights in Law

Nothing in this Agreement will prevent any party from exercising its rights in law in relation to any breach of this Agreement.

Signed at WADEVILLE on 20 March. 2014

#### Witness

for and on behalf of **JT International  
Manufacturing South Africa (Proprietary)  
Limited**

1. ....

represented by Arend de Beer who confirms his authority to sign on behalf of the Company

2. ....

Signed at WADEVILLE

on 20 March 2014

#### Witness

for and on behalf of **the Food and Allied  
Workers Union**

1. ....

represented by K. D. Dha who confirms his authority to sign on behalf of the **Food and Allied Workers Union**

2. ....