

SETTLEMENT AGREEMENT

ON

SUBSTANTIVE CONDITIONS OF EMPLOYMENT ENTERED

INTO AND BETWEEN

RAINBOW FARMS (Pty) LTD

(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND

FOOD AND ALLIED WORKERS UNION (FAWU)

AND

NATIONAL UNION OF FOOD, BEVERAGES, WINE, SPIRITS AND ALLIED WORKERS

(HEREINAFTER JOINTLY REFERRED TO AS "THE UNIONS")

PREAMBLE:

This agreement records the terms and conditions reached following negotiations between the company and the unions, as set out herein below. This agreement extends to all permanent employees of the company in the Bargaining Unit.

1. COMMENCEMENT DATE AND DURATION:

The provisions of this agreement, unless specified differently, shall be effective from 01 APRIL 2014 to 31 MARCH 2015. This is subject to this agreement concluded and signed off by all parties not later than 08 April 2014.

2. ACROSS THE BOARD WAGE INCREASE:

Parties agree that all BU employees in the processing plants and farms will receive a 6.0% increase across the board on their existing rates.

3. CHRISTMAS VOUCHER:

Parties agree that the Christmas voucher be improved to R230.00 on the same conditions, i.e. use between 15 October and 15 February every year.

4. QUARANTINE ALLOWANCE:

Quarantine allowance is improved to R380.00 per week when worked.

5. MEAL ALLOWANCE:

Parties agree that meal allowance is improved to R190.00 per month where it is paid. The issue of meals in the WC processing plant will be deliberated further upon to understand the history relating to the current practice at the Worcester plant.

6. MEDICAL AID AND 40 HOUR WORK WEEK:

Parties agree that these issues be dealt with at the National Working Forum to be convened at a convenient time.

7. ALLOWANCES: HEAT, COLD AND DUST:

It is agreed that an investigation will be conducted in conjunction with an official from the Department of Labour to ascertain any risk that may be posed by any of the above mentioned conditions. Where the risk is established, the employer, as directed by the provisions of the Health and Safety Act, will be expected to remove, minimize the risk or consider an allowance if the risk posed cannot be mitigated.

8. OVERTIME/ FLEXIBILITY:

Parties acknowledge and agree that in a business like Rainbow; flexibility in the form of overtime will be required from time to time for the business to remain competitive. Site Management (Managers and supervisors) must first consult with Shopstewards and explain the rationale and reasons giving rise to the need for overtime at least 2weeks for overtime to be worked on Public Holidays and Peak production periods and at least 2days for any ad hoc overtime requirement, before employees are approached with the overtime request. Employees must, after the rationale and the requirement for overtime has been canvassed with the Shopstewards, avail themselves for such overtime as per operational requirement of the business. The agreement to work overtime will always be in line with the provisions of the BCEA as amended from time to time.

9. ISSUES TO BE REFERRED TO THE NATIONAL WORKING FORUM:

- Affordable Medical Aid
- 40 Hour work week without loss of earnings

J.B

P.M.

10. ISSUES RAISED AND STATUS QUO AGREED:

Standby allowance, Night shift allowance, Acting allowance, Funeral transport arrangements, Extension of BU, Company contribution of two cases of chicken for funerals, Long service awards, Housing subsidy, Definition of a family member for the purposes of the Benefits Fund and family tree and Family responsibility leave days review as raised by the employer.

SETTLEMENT

This is the whole agreement on wages and substantive conditions of employment for permanent employees in the Bargaining Unit for the period 2014/2015; no amendments will be made or recognized as binding unless agreed to and recorded in writing by both parties.

The representatives of the parties who are signatories to this agreement confirm that they are mandated to bind their principals to the terms of this agreement. This agreement is entered into in full and final settlement of all the demands and proposals relating to this agreement on the annual substantive and wages increases as well as in full and final settlement on any other additional issues raised during the negotiations process.

All other substantive employment conditions not specifically mentioned in this agreement remain unchanged.

This agreement is entered into and signed at on this the
..... Day of..... 2014.

FOR AND ON BEHALF OF RAINBOW FARMS (PTY) LTD

1. _____

WITNESS



FOR AND ON BEHALF OF UNIONS ACTING JOINTLY (FAWU & NUFBWSAW)


WITNESS 1

2. _____

WITNESS

WITNESS 2

WITNESS 3

WITNESS 4

J. B

Dr. M.