

SETTLEMENT AGREEMENT
ON
WAGES & SUBSTANTIVE CONDITIONS OF EMPLOYMENT ENTERED
INTO AND BETWEEN
RAINBOW FARMS (Pty) LTD
(HEREINAFTER REFERRED TO AS "THE COMPANY")
AND THE UNIONS
FOOD AND ALLIED WORKERS UNION (FAWU) AND
NATIONAL UNION OF FOOD, BEVERAGES, WINE, SPIRITS AND ALLIED WORKERS
(NUFBWSAW)
ACTING JOINTLY
(HEREINAFTER JOINTLY REFERRED TO AS "THE UNIONS")

PREAMBLE:

This agreement records the terms and conditions reached following negotiations between the company and the unions, acting jointly, as set out herein below. The agreement extends to all current existing permanent employees of the company in the Bargaining Unit as per the provisions of clause 6.3.5 of the National Recognition Agreement between the parties.

1. COMMENCEMENT DATE AND DURATION:

The provisions of this agreement, unless specified differently, shall be effective from 01 APRIL 2015 to 31 MARCH 2016. This is subject to this agreement concluded and signed off by the parties not later than 10 April 2015.

2. ACROSS THE BOARD WAGE INCREASE:

Parties agree that all current existing permanent BU employees in the Processing plants and farms (Agric) will receive a **7.00%** increase across the board on their current existing

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100% Hunt

100% Hunt

rates. Parties further agree that the two lower rates (R3418.00 and R3623.08 for Processing; R3036.00 and R3218.16 for Agric) will be collapsed into one minimum rate as applicable to Processing and Agric respectively. This will be effective from 01 January 2016 for all permanent employees earning the minimum rate both in Processing and Agric respectively. Effective 01 January 2016 employees in Processing will move to the minimum rate of R3876.61 per month and employees in Agric will move to the minimum rate of R3443.43 respectively.

3. CHRISTMAS VOUCHER:

Parties agree that the Christmas voucher be improved to R245.00 on the same conditions, i.e. use between 15 October and 15 February every year.

4. QUARANTINE ALLOWANCE:

Quarantine allowance is improved to R400.00 per week when worked.

5. MEAL ALLOWANCE:

Parties agree that meal allowance is improved to R200.00 per month where it is currently paid. The issue of meals in the WC processing plant will be deliberated upon further to understand the history relating to the current practice at the Worcester plant.

6. MEDICAL AID

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

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. This shall be done not later than 30 October 2015

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 2 weeks for

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overtime to be worked on Public Holidays and Peak production periods and at least 2 days 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. LOAD SHEDDING CHALLENGES:

Parties agree to engage further on this at the National Working forum with the aim of finding a viable solution to the challenges Load shedding has on the business.

10. TRANSPORT ALLOWANCE:

Parties agree that transport allowance, where it is currently paid, is improved to R470 for Processing and R410 for Agriculture per month respectively.

11. ISSUES WHERE STATUS QUO IS AGREED AND TO BE MAINTAINED:

Night shift allowance, Acting allowance, Long service award, 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 current existing permanent employees in the Bargaining Unit being bargained for by the unions acting jointly; 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 2015 .

PTU

SSA

DARBEN

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Agenda

1. E. Adja

2. P. M.

R.

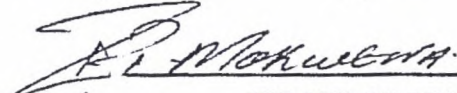


FOR AND ON BEHALF OF RAINBOW FARMS (PTY) LTD

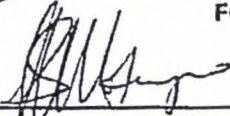
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WITNESS


2. _____
WITNESS



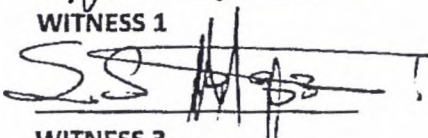
FOR AND ON BEHALF OF UNIONS ACTING JOINTLY



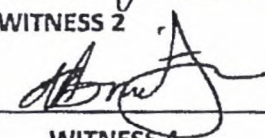
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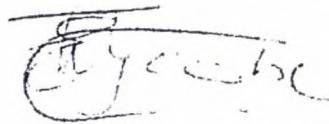
WITNESS 2



WITNESS 3

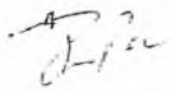


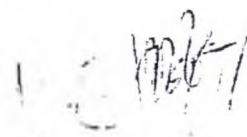
WITNESS 4






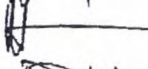
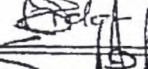

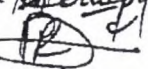
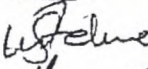
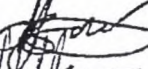
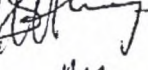
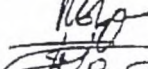
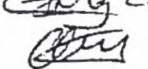

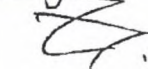








Rainbow Chicken Wage Negotiations.

GATE WAY HOTEL
April 8
08 May 2015

Surname	Initials	Organisation	Signature
Mlongeni	PZ	RCF	
Ntshangase	NK	"	
Mohutsiwa	T.A.	NUFBWSAW	
STATION	D.	NUFBWSAW	
NGOZO	S.S.	FAWU	
MAMPHE	M-I.	NUFBWSAW	
PETER DAGE	P.R.	NUFBWSAW	
STANLEY	M.	Fawu / STEPS	
H. BRUNTSIES	H.C.	Fawu	
MEXUHA MUTHAPO	M-S.	FAWU	
MOLEPE	V-E	FAWU	
NGCOBO	ET	FAWU	
NGCOBO	C.L.	NUFBWSAW	
JALI	S.L.	FAWU	
MOKWENA	J.P.	FAWU	