

MEMORANDUM OF AGREEMENT
BETWEEN
DAVITA (PTY) LTD
AND
FOOD AND ALLIED WORKER'S UNION

SH MD
ME SA
RN SB
B.M.

1. **INTRODUCTION**

For the purpose of this agreement Davita (Pty) Ltd will be taken to represent the management of the Davita business

The Food and Allied Workers Union (FAWU) will be taken to present its members who are in the bargaining unit and who have submitted stop orders to the business for the purpose of deducting membership fees on the date of the agreement.

2. **DURATION**

This agreement will come into effect on the date of signing thereof by the parties and will legally bind the parties until such time as changes thereto have been negotiated and agreed between the parties, which implementation date will not be before 30 September 2015.

3. **WAGES**

Both parties agreed that wages will remain the same (there will be no increase).

4. **ALLOWANCES**

Allowances will be as follows:-

- | | |
|------------------------|---|
| -Night shift allowance | -20% of basic wage for employees working between the hours 18:00 and 06:00 the following day |
| -Attendance Bonus | -R50 per week provided that the employee worked all hours and no incidents of AWOL, late coming and unauthorized extended breaks were recorded against such employee. |
| -Travel allowance | -R100 per week for employees who finish their shifts at 22:00 or starts a shift at 22:00. |

5. **ANNUAL BONUS**

An annual bonus equal to a 13th cheque will be paid during December to employees who have been employed for the full year. No pro-rata bonus will be paid to employees who have left the business during the year.

B.M. ME SA ND
SN RM SB

6. **WORKING HOURS**

Normal working hours will be **40 hours per week**.

It is practice in the industry that overtime work is required, which overtime will not be unreasonably withheld.

Employees who have indicated that they will report for overtime duty will be expected to adhere to that commitment.

The normal hours of shifts will be as follows:

Monday to Friday:

- Morning shift 06:00 to 14:00
- Afternoon shift 14:00 to 22:00
- Night shift 22:00 to 06:00

Meal Breaks:

Employees will have a meal break of 30 minutes during shift from Monday to Friday.

7. **LEAVE**

7.1 Annual Leave

Employees working a five day week will qualify for 15 consecutive days' leave

Employees working a six day week will qualify for 18 consecutive days' leave

8.2 Sick Leave

The sick leave entitlement will be as stipulated by the Basic Conditions Of Employment Act.

8.3 Family Responsibility Leave

A maximum of six (6) days per annum will be granted as paid leave for compassionate and family responsibility purposes combined.

Employees will be entitled for this leave under circumstances as defined by the company policy.

8.4 Maternity leave

An employee will be entitled to four (4) consecutive calendar months' maternity leave.

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An employee will receive the first 3 (three) months as fully paid and the fourth month will be unpaid. However the employee may elect to utilise their annual leave credit instead of taking unpaid leave, as per the company policy.

8. Long Service Awards

In recognition of employees with long service, the Company will make the following awards:

5 Years of service	Certificate
10 Years of service	Certificate
15 Years of service	25% proportion of month's standard benefit % or basic remuneration.
25 Years of service	100% proportion of month's standard benefit % or basic remuneration.
30 Years of service	150% proportion of month's standard benefit % or basic remuneration.
35 Years of service	300% proportion of month's standard benefit % or basic remuneration.

9. Provident Fund

The company undertakes to pay the employer contribution to the current provident fund which amounts to 6% of basic remuneration and the employees will pay the employee contribution of 4% or as stipulated by the rules of the Orion fund.

11 Other Conditions Of Employment

All other conditions of employment not included in this agreement will remain unchanged.

12 MANDATE

Both Parties herewith confirm that they have been mandated to sign this agreement on behalf of their principals / constituencies.

MD
SA
W.M.T.
BM
SN
SB
ME
RN
a

THIS WAS DONE AND SIGNED AT

ON THIS

DAY OF

2013.

MANAGEMENT:

NAME

SIGNATURE

J. Francis

R. MADIALESSI

FAWU NEGOTIATOR

Name and surname: Willie Digo

Signature: [Signature]

WITNESSES:

NAME

SIGNATURE

DATE

Danny Mapha

[Signature]

13/10/2014

S.P. H. Manda

[Signature]

13/10/2014

Sinethemba Butu

[Signature]

13/10/2014

Emily Majake

[Signature]

13/10/2014

RELAX NGOVENI

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13/10/2014

MHLANIPHA Makhethi

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13/10/2014