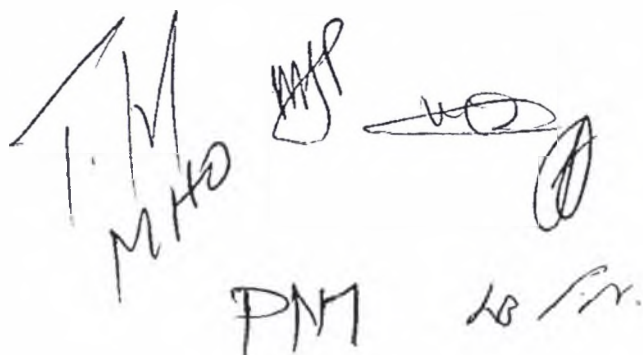


ENTERED INTO BETWEEN

COCA-COLA FORTUNE (Pty)(Ltd)  
(hereafter referred to as the company)

and

FOOD AND ALLIED WORKERS UNION  
(hereafter referred to as the Union)

Handwritten signatures and initials. On the left, a large stylized signature 'MHO' with 'MHO' written below it. To its right is a signature 'MHP' and another signature 'W.D.' with a circular stamp below it. At the bottom, 'PM' is written, followed by 'to Mr.'.

Whereas the parties have entered into negotiations concerning wages and conditions of employment, they wish to record their understanding as set out below:

**1. DURATION OF AGREEMENT**

The parties agree that notwithstanding the date of signature hereof, the agreement will be legal and binding from 1 July 2012 and shall remain in force in its entirety as the only agreement in respect of wages and conditions of employment up to and including 30 June 2013.

**2. SCOPE OF AGREEMENT**

The agreement shall apply to all employees in the bargaining unit as contained in the Recognition Agreement. The Company recognizes the union as the sole collective bargaining agent for the duration of the agreement.

**3. HOUSING SUBSIDY**

Parties agree that this matter be referred to and dealt with at a National Forum.

**4. PROVIDENT FUND**

Parties agree to an increase of 1% in employer contribution and 1% employee contribution towards the provident fund of all employees who are currently receiving 9% employer contribution with the effect from 1<sup>st</sup> July 2013.

**5. REVIEW OF NATIONAL RECOGNITION AGREEMENT**

Parties agree that the review of clause 8.4 of National Recognition Agreement and opening of Bargaining Scope be referred to and dealt with at a National Forum.

**6. SEVERENCE PAY**

Parties agree that this matter be dealt with at a National Forum.

**7. NIGHTSHIFT ALLOWANCE**

Parties agree that nightshift allowance remains at 18%.

**8. LONG SERVICE ALLOWANCE**

Parties agreed that this matter be removed from the list of demands as it is an anomaly

**9. CHRISTMAS VOUCHERS**

Parties agree that the Christmas vouchers shall be increased by the ATB percentage increase that will be agreed upon every year with the effect from December 2012.

**10. GRADING SYSTEM**

Parties agree that this matter be dealt with at a National Forum where management will provide information regarding the number of union members per grade.

**11. BASIC SALARY AND OVERTIME PAY**

Parties agreed that this matter be removed from the list of demands since it has been resolved.

**12. INCENTIVES**

12.1 Parties agreed that management will provide a comprehensive presentation on profit share at a National Forum.

*[Handwritten signatures and initials]*  
 1. Mito  
 P M do Sr.

12.2 Parties agreed that this matter be removed from the list of demands as the second load is covered in 2011 memorandum of understanding.

**13. FUNERAL ASSISTANCE**

Parties agreed that the employer will contribute 50% and employees also contribute 50% towards "Plan H" of the FAWU Funeral Plan with effect from 1<sup>st</sup> July 2013.

**14. STAFF DRINKAGE**

Parties agreed that the status quo will remain (two coupons per month).

**15. PERMATISATION/ACTING**

Parties agreed that this matter will be referred to and dealt with at a regional level.

**16. MEDICAL AID**

Parties agreed that bargaining employees will move from Discovery to Bonitas with the effect from 1<sup>st</sup> August 2012. Parties further agree that the employer will contribute 50% towards Boncap or Primary options, any other option that the employees may take apart from the afore mentioned, employees will cover additional costs above the 50% contribution of the employer payable to Boncap or Primary options.

**17. CENTRALISED BARGAINING ARRANGEMENT**

Parties agreed that management does not agree to this demand.

**18. REVISION OF SUBCOM**

Parties agreed that Subcom will be replaced by National Forum which will be attended by the same number of shop stewards from the plants and depots represented in wage negotiations. Parties further agreed that National Forum will meet two times per annum. Parties also agreed to the a proviso to have a special National Forum as may be mutually agreed by them

**19. OTHER CONDITIONS OF SERVICES**

Parties agreed that all other existing conditions of employment will remain.

**20. NON-VARIATION/PEACE CLAUSE**

During the currency of the agreement, all parties are prohibited from making any demands on the other for any amendments or addition to or variation of conditions of employment. The parties, specifically the bargaining unit, are further prohibited from resorting to any form of industrial action during this period of agreement concerning the amendments or addition to/or variation to any provision contained in this agreement.

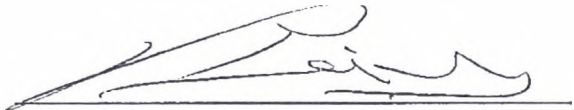
**21. WAGE INCREASE**

Parties agreed to a 7% wages increase.

*Handwritten signatures and initials:*  
T.M. Mito  
MP  
J  
vuz  
PN7 ds  
P.r.

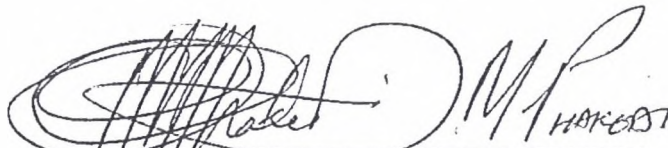
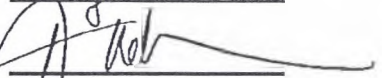
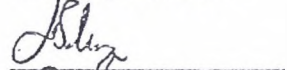
## 22. ATTESTATION

THUS DONE AND SIGNED IN JOHANNESBURG ON THIS 22<sup>nd</sup> DAY OF JUNE 2012




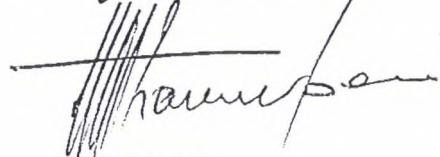
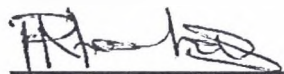
For and on behalf of Coca-Cola Fortune (Pty) Ltd

Company witnesses



For and on behalf of Food and Allied Workers Union

Union witnesses



## OVERTIME AGREEMENT

ENTERED INTO BETWEEN

Coca – Cola Fortune  
(hereafter referred to as "The Employer")

AND

Food and Allied Workers Union (FAWU)  
(hereafter referred to as "The Union")

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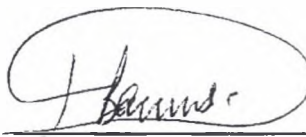
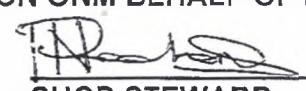
## OVERTIME AGREEMENT

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1. **WHEREAS** the employer requires that employees work 15 hours overtime per week during peak periods as defined in the Recognition Agreement;
2. **AND** the union agrees to this as it is a reasonable operational requirement of the employer;
3. **THEREFORE** the parties hereby agree that this agreement will be effective for a period of twelve (12) months from date of signing this agreement.
4. Any overtime work shall be as per the criteria set out in the Basic Conditions of Employment Act.
5. The parties further agree that no agreement varying, adding to, deleting from or cancelling this agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

SIGNED ON THIS 17th DAY OF JULY 2012, AT JOHANNESBURG

  
\_\_\_\_\_  
EMPLOYER  
  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
UNION ON BEHALF OF MEMBERS  
  
\_\_\_\_\_  
SHOP STEWARD