

**AGREEMENT IN RESPECT OF WAGES AND
CONDITIONS OF EMPLOYMENT**

2013-2014

ENTERED INTO BY & BETWEEN

**CWAWU & CEPPWAWU
(Hereinafter referred to as "Labour")**

And

**Kimberly Clark Corporation SA
(Hereinafter referred to as "Employer")**

Labour and the Employer hereby record their agreement which is in full and final settlement of all wages and other terms and conditions as set out hereunder:-

1. SCOPE OF THE AGREEMENT

Scope of Agreement will be negotiated through Collective Bargaining on shop floor level.

2. DURATION OF THE AGREEMENT

The agreement will be effective for a period of 1 (One) Year dated 1st July 2013 to 30 June 2014.

• JCM J.SG [Signature] [Signature]

3. WAGE INCREASE

The parties hereby agree to a 5.8% wage increase on actual rates, for all employees in the Bargaining unit.

4. LABOUR BROKERS

The Employer agrees that it will not use the services of Labour Brokers other than for temporary operational requirements, which occurs from time to time. Where the use of Labour brokers is deemed necessary to perform work normally undertaken by employees within the Bargaining unit, this will be done in consultation with the union and both parties shall ensure that the Labour Broker complies fully with the existing and future legislation regulating activities of Labour Brokers and their clients.

The employer agrees that effective 1 January 2014, Labour Brokers will only be employed for a period of six months. Where they are needed for more than 6 months they should be converted to a fixed term contract.

5. SHIFT ALLOWANCE

The parties hereby agree to retain status quo on the shift allowances, which is as follow:

5% of basic wage for non-continuous shift workers &
10% of basic wage for continuous shift workers

6. LEAVE

6.1 FAMILY RESPONSIBILITY LEAVE

Current policy will remain in place further both Parties agree that in instances of more than 1 death of immediate family member within an annual cycle, a special approval request will be reviewed of up to 5 additional days will be approved by HR Director and Functional Director.

6.2 MATERNITY and STILLBIRTH LEAVE

The parties hereby agree to retain status quo on both these Leave categories:

cm J.S. SW  

6.3 Maternity Leave

A female Employee is entitled to four (4) consecutive months of Maternity Leave. Employee will be paid her full normal salary for three (3) months of her Maternity Leave and the fourth month is unpaid. Alternatively an Employee may opt to be paid 75% of her normal salary for four (4) months.

6.4 Miscarriage/ Stillbirth Leave

An Employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to Maternity Leave for six (6) weeks after the miscarriage or stillbirth.

7. SERVICE ALLOWANCE

The parties hereby agree to retain status quo and will continue to review this at National Level.

8. TRANSPORT SUBSIDY

The parties agree to the current transport allowance of R180.00 per month which is provided to employees using their own transport, to be increased to R200 per month effective 1 July 2013.

The parties confirm that the status quo will remain as to the current subsidy received by employees who make use of public transport, which is 50% of current transport fee.

9. HOUSING ALLOWANCE

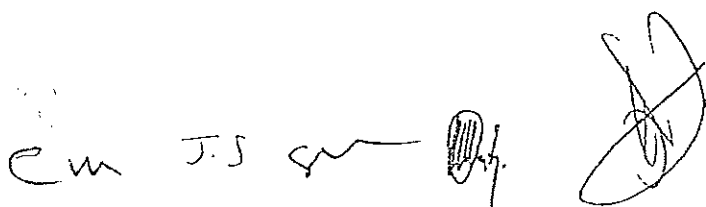
The parties hereby agree that no housing allowance will be introduced into the current benefits and will be discussed at National Level.

10. MEDICAL AID

The parties hereby agree to retain status quo in that both employer and employee contribution remains at 50%.

11. TRAINING DAYS

The parties hereby agree to retain status quo regarding payment, and will continue to review this at National Level.



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12. PERFORMANCE BASED INCREASES

Parties agree to defer and discuss the Performance management system at National Level. No implementation will take place unless details of Performance management system have been agreed at the National Labour Management meeting.

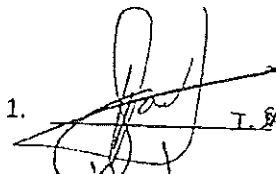
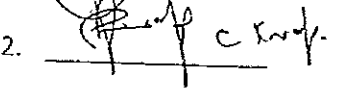
13. Short Time/ Curtailment

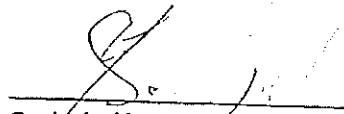
Parties agree to discuss this further at National level in order to address productivity opportunities.

14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All other terms and conditions of employment will remain unchanged.

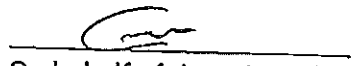
SIGNED AT ENSTRA ON THIS 27TH DAY on JUNE 2013.

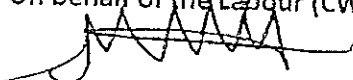
1. 
I. Bayes
2. 
C. Krup


On behalf of the Employer

SIGNED AT ENSTRA ON THIS 27TH DAY on JUNE 2013.

1. MYULISI CELEWANDA
2. SIMON MOFOKENG


On behalf of the Labour (CWAU)


On behalf of the Labour (CEPPWAWU)



