

SUBSTANTIVE AGREEMENT BETWEEN:

BIFOOD POLOKWANE

EMPLOYER

AND
THE EMPLOYEES OF THE EMPLOYER REPRESENTED HEREIN BY
DYPUSA

UNION

- i. **NOTE:** Any reference to "Union" applies equally to alternative employee representative bodies where applicable; and such clauses apply equally to successors in title; for the validity period envisaged for "non-increase, non-allowance and non-bonus" provisions in this agreement.
- ii. This agreement is in full and final settlement of all substantive matters and issues between the parties for the period contemplated herein
- a. This specifically settles all demands tabled by the union leading up to and including the final negotiation hereof under the auspices of the CCMA (Polokwane) (viz. Freezer Allowance and Night Shift Allowance for Drivers and VA's, are all withdrawn and may not be tabled again, at least for the for the duration of this agreement, in the initially tabled form, or any variation thereof.)
- b. Any disputes about overtime calculations or allegations of unpaid overtime claims, shall be tabled by the union separately with the employer, and if the parties are unable to resolve them, the union may refer them to the appropriate external forum for resolution.
- iii. It is agreed that all agreements reached herein are binding on the parties herein, and their successors in title, as well as the entire bargaining unit. This includes any minority union/s or groupings of employees who are not directly represented by the union or employee representative body/ies, specified herein.
- iv. The employees represented herein, bargain on behalf of the bargaining unit, and the bargaining unit is bound by this agreement, for the duration of this agreement.
- a. Any use of the word "union" or reference to "union" refers equally to the union herein, and any other employee representative body herein, and any successors in title.
- v. Should representation of the employees or bargaining unit change during the tenancy of this agreement, subsequent representative bodies shall similarly be bound by this agreement until it has run its stated duration. Such representatives shall be "parties" as contemplated herein.
- vi. The parties further agree that this agreement supersedes and over-rides all preceding, conflicting agreements. However, any clauses in preceding substantive agreements not explicitly varied herein remain in force until fresh (written and signed) agreements are reached in those regards.
- vii. The parties acknowledge that all changes that are not of a "once off nature", and effected during the tenancy of this agreement, remain in place indefinitely post the agreement duration, unless specified otherwise in this agreement document.
- a. The existence and quantum of Bonuses and Allowances, and wage/salary increases, are of a "once-off nature"
- b. Terms and Conditions of Employment, averaging of hours, and overtime provisions, and rules regulating the interaction between employer and union are expressly agreed to be of a permanent nature.
- viii. All other terms and conditions of employment, not explicitly varied herein, remain unchanged as per past practice, and preceding agreements.
- ix. No further demands from the employees may be tabled during the tenancy of this agreement, nor will any further negotiations be entertained by the employer during the course of this agreement.
- x. No Strikes or Industrial Action may be entered into during the validity period of this agreement, over any matter regulated by this agreement.
- a. Any such action shall be unprotected in nature.
- xi. The parties acknowledge personal understanding of all the terms and conditions, and no variation or addition is valid unless reduced to writing.

A. SECTOR

The parties acknowledge and agree that the Employer operates exclusively within the Wholesale and Retail Sector; is a member of the W&R SETA and operates exclusively in terms of Sectoral Determination 9, to the exclusion of the regulations and determinations of any other sector (or bargaining council) other than Wholesale and Retail.

1. Effective Date and Period of Agreement

1.1. The agreement is effective as at the 1st of July 2025.

1.2. The agreement is permanently valid and binding for all provisions other than increases, bonuses and allowances.

1.2.1. i.e. All changes to terms and conditions of employment, operational conditions, union relations and collective bargaining etc., contemplated in this agreement shall be of permanent force and effect

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and shall be deemed to be imported into existing contracts of employment and/or letters of appointment.

- 1.3. Wage Increases, Allowances and Bonus provisions contemplated herein are valid as at the effective date stipulated for those changes, but do not create a precedent for any future changes to reward and remuneration and may not be further negotiated for effect prior to **1 July 2027**.

2. Scope of Agreement

- 2.1. This agreement will apply to all employees in the bargaining unit.
- 2.2. The terms relating to working conditions and operational requirements varied by this agreement are extended to all employees within the operations departments.
- 2.2.1. This specifically excludes increases, bonuses and allowances, and specifically includes working hours and overtime calculations.

3. Remunerative Increases:

- 3.1. Remunerative increases, bonuses and other cash instruments contemplated herein, shall apply only to employees in the bargaining unit.

3.2. Salaries

- 3.2.1. An increase of **R 500 (Five Hundred Rands only)** shall be paid, effective on **1st September 2025**, and the subsequently increased remuneration shall remain in force until the 30th June 2026.
- 3.2.2. An increase of **R 400 (Four Hundred Rands only)** shall be paid, effective on the 1st July 2026, and the subsequently increased remuneration shall remain in force until the 30th June 2027.
- 3.2.3. All salaries shall be paid by the last day of the month.

3.3. Allowances:

- 3.3.1. Any/All allowances remain unchanged, with the exception that:
- 3.3.2. All allowances shall be paid via the payroll, and one month in arrears.

3.4. Bonus

- 3.4.1. Bonuses are not permanently guaranteed and not a fixed term and condition of employment. Whether or not a bonus shall be made payable, as well as the quantum of the bonus will be negotiated solely for the duration of the applicable substantive agreement.
- 3.4.2. For the purposes of this substantive agreement and its applicable term or duration, a Bonus amount of **one month's salary** shall be paid to all employees in the bargaining unit.
- 3.4.3. This amount does not set any precedent for bonuses beyond the duration of this substantive agreement.
- 3.4.4. The bonus shall be paid in December, for every December contemplated within the period between the effective date of the first salary increase contemplated in (3.2.) above, and the end date contemplated in (1.3), above.
- 3.4.5. The bonus shall always be applied pro-rata for employees with less than a year's service; and employees with less than three month's service at the time of payment of the bonus, shall not qualify for the bonus.
- 3.4.6. The bonus shall be forfeited in the event of any illegal/unprotected industrial action (Strikes, go-slows, protest action, or withdrawal of labour, etc.), having been engaged in by any of the employees of the employer, in the 12-month period preceding the payment month of the bonus in question.
- 3.4.7. Should employees be absent without pre-authorized leave at any time, and for any reason (whether justifiable or not), between 1st December to 31st January, 50% of the bonus pay for that agreement period will be forfeited, which shall be recovered from the employee's subsequent January and/or February and/or March remuneration.
- 3.4.7.1.1.1. Management discretion may be applied to waive this bonus claw-back in the event of exceptional circumstances.
- 3.4.7.1.1.2. The application of this discretion rests with management, and management decisions in this regard are agreed to be final and without further recourse, internally or externally.

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3.5. Minimum entry Salaries

3.5.1. New employees shall always enter at the minimum entry salary set by Bidfood;

3.5.1.1. This shall always be higher than the prescribed minimum wage;

3.5.1.2. And shall vary by job title;

3.5.1.3. And shall not be artificially flattened across job titles – i.e. length of service and other legitimate differentiators will apply.

3.5.2. The minimum salary entry applied by Bidfood in terms of this agreement shall be **R6,450 (Six Thousand and Four Hundred and Fifty Rands only)**

3.5.2.1. If, after application of the increase (in Clause 3.2), any employee's remuneration remains below the above minimum entry salary, the remuneration of that employee shall be adjusted accordingly, to give effect to the internal minimum as intended above.

4. Working hours

4.1. The normal hours shall be averaged, monthly, using the number of actual working days applicable to the employee's shift pattern in that month.

4.1.1. The normal hours for the month are 9 (nine) working hours per shift, multiplied by the number of available shifts for the employee's shift cycle, in that calendar month.

4.2. Each shift exceeding five (5) hours in duration shall be subject to a one (1) hour meal interval, which may be reduced to 30 minutes.

4.3. The employer will not pay for the meal interval.

4.4. We reserve the right to operate various / flexible shifts, and may change any specific employee's shift, upon reasonable notice.

4.5. Shifts shall run, in various durations, throughout the calendar week, and these shifts may be changed upon notice, based upon operational requirements.

4.6. During Stock-takes the Friday shift may be extended, and a Saturday shift may be required. This will occur on notice.

4.7. Overtime will be paid where worked (on the valid instruction of management), and the minimum monthly averaged normal hours have been exceeded.

4.8. Management may release employees earlier than the normal shift end time, if the requisite productivity has been achieved.

4.9. Where an employee would have worked the full normal hours for the month in question, except for being let off earlier by management instruction, due to the normal cyclical workloads of our business, they shall not be remunerated for less than the full normal hours in that month.

4.9.1. *This benefit does not mean that the full normal hours will be "deemed" for the calculation of overtime – the calculation of overtime is explicitly based on the actual hours worked and averaged over the month.*

4.9.2. This benefit does not apply when that the early release is a requirement imposed by external circumstances or regulations.

4.9.3. This benefit will be invalidated by the imposition of "short-time" as may be operationally required, in which case employees will be notified thereof in advance.

4.9.4. In order to benefit from this clause:

4.9.4.1. An employee must arrive for duty before, or at, the official start time of the shift.

4.9.4.1.1. And clock in by the official start time of shift.

4.9.4.2. An employee must present themselves for duty by the official start time of shift,

4.9.4.2.1. Directly and physically to their line manager by the official start time of shift.

4.9.4.3. An employee must clock out once their duties are completed and/or once instructed by a manager to do so

4.9.4.3.1. Delaying the clock out beyond the completion of duties, or instruction to clock out, is a disciplinary offence.

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4.10. Transportation to and from work is the responsibility of the employee during the agreed window period. Where an employee is required to start or finish work outside of the agreed window period, management shall assist in regard to transportation.

4.11. The agreed window period for the branch is from 05h00 to 19h00.

4.12. The window period may be changed upon notice.

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- 4.13. A shift commences when the employee is ready to commence duties. i.e. An employee may not shower, change, have coffee etc., after clocking in, at the beginning of a shift, (nor before clocking out at the end of a shift).
- 4.13.1. Similarly, a shift terminates when the employee has completed their duties (or when the employee is instructed by management to end the shift).
- 4.13.2. Delaying the clock out beyond the completion of duties, or management instruction to clock out, is a disciplinary offence.
- 4.14. The operational requirements as interpreted by management of the business, shall dictate the time of the shift ending.
- 4.15. Management shall endeavor to facilitate the early close of shifts where the requisite productivity has been achieved earlier than the normal shift end. We are committed to a healthy and balanced work environment, and shifts shall always be managed to minimize any negative burden on employees, subject to the operational requirements of the business.
- 5. Overtime & Work on Weekends and Public Holidays**
- 5.1. Due to the nature of our business overtime is a standing requirement but will always be managed to a minimum by management, for optimal work-life balance, subject to the operational requirements of the business.
- 5.1.1. This explicitly means, and is herewith agreed to by the employee, that the nature of the work requires that the duties for a shift must be completed before an employee may end that shift – this operational requirement may necessitate overtime, which shall be worked as dictated by the workload on any given shift.
- 5.1.2. This explicitly means and is herewith agreed to by the employee, that overtime and overtime as it relates to work on weekends, and public holidays will be worked, upon reasonable notice from management.
- 5.2. In this regard the employee irrevocably agrees, herewith,
- 5.2.1. To the averaging of hours on a monthly basis, and/or
- 5.2.1.1. Where employees work more than nine (9) hours on a single shift, the working hours beyond nine (9), shall accrue at 1,5x towards the monthly hours' total (unless 5.2.5.1. applies)
- 5.2.2. To work flexible shifts inclusive of night work, and/or
- 5.2.3. To work on weekends and public holidays, and/or
- 5.2.4. To Compressed work weeks,
- as and when operationally required, and/or
- 5.2.5. To work more than 12 hours per day, when required to do so by circumstances outside the ordinary control of the employer (e.g. such as spikes in demand within the nightshift warehouse, or trucks returning later than anticipated, etc.)
- 5.2.5.1. Where employees work more than twelve (12) hours on a single shift, the working hours beyond twelve (12), shall accrue at 2x towards the monthly hours' total.
- 5.3. **Overtime will be paid**
- 5.3.1. only to employees earning below the threshold.
- 5.3.1.1. Any payment of overtime to persons not qualifying in terms of this clause shall be deemed erroneous and shall not form a precedent detracting from the intent of this clause.
- 5.3.1.2. Persons earning above the threshold may be provided with time off in lieu of overtime.
- 5.3.2. only after the normal hour averaging cap* has been reached (*9 hours, per shift available to be worked, in the calendar month, for the shift cycle in question), for the hours in excess of the normal hours for that month, subject to the below:
- 5.3.3. **Public Holidays:**
- 5.3.3.1. A normal shift's hours shall be added to the hours logged, for all employees who would ordinarily have worked on the day upon which the public holiday falls (provided they were not absent the working day before or after that public holiday).
- 5.3.3.2. In addition, the actual hours worked on that public holiday shall be credited to that employee's hours logged for that month.

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- 5.3.3.3. Should an employee have been formally scheduled by management to work a public holiday and present themselves for duty as contemplated in the section covering Working Hours, above, they shall accrue no less than 4 hours for that particular shift.
- 5.3.4. **Saturdays** shall be treated as an ordinary workday for those employees working a shift cycle that normally includes a **Saturdays**.
- 5.3.5. **Sundays** shall be treated as an ordinary workday for those employees working a shift cycle that normally includes a **Sundays**.
- 5.3.5.1. The actual hours worked on a Sunday are multiplied by 1,5 and credited to that employee's hours logged for that month.
- 5.3.6. *The sum of the above logged hours, for Public Holiday, and Weekend work, and the premium hours listed in 5.2, above, shall be called X.*
- 5.3.6.1. The portion of the X hours, that are in excess of the normal hours for that month shall be paid at 1 x normal hourly rate.

6. Multi-Skilling and Job Rotation

- 6.1. All roles within the business are subject to multi-skilling and job rotation.
- 6.2. All staff expressly agree herewith to the multi-skilling and job rotation, working in those alternate roles as instructed, with no additional remuneration.
- 6.3. Any person may be required to perform the duties of any other role that is remunerated at the same or lower level without additional compensation.
- 6.4. The role of a driver includes that of stock-handling (off-loading at customer, re-loading onto truck where necessary etc.)
- 6.5. Drivers and VA's may be moved from route to route as and when required.

7. Polygraph Testing

- 7.1. The employee hereby irrevocably consents to Polygraph Testing in respect of any investigation wherein the employee may potentially be implicated and/or involved

8. Alcohol and/or Drug Testing

- 8.1. The employee hereby irrevocably consents to testing in respect of intoxication and/or alcohol and drug levels during working hours.
- 8.2. This consent relates to testing upon specific request from the employer, but also includes routine testing that may be necessitated by operational requirements, access control systems or processes.
- 8.3. Any positive testing shall be treated as adequate evidence for the application of disciplinary measures against the employee.

9. Recognition

- 9.1. The Company shall recognise the Union as the Collective Bargaining representative of its employees who are Union members, employed in the bargaining unit, provided the Union has maintained a membership of 50% (Fifty Percent) + 1 in the Bargaining unit in as far as the interest and rights of such members are concerned.
- 9.2. Such recognition lapses if the employer notifies the union of their belief that the representativity has dropped below the threshold and the union is unable to demonstrate otherwise within 7 (seven) days of such notification.
- 9.3. Despite this, minority unions may be invited into interactions with the majority union, at management discretion.

10. Access to Employer Premises

- 10.1. Union Officials and Office Bearers shall have access to employees on the Company premises for the purposes of conducting Union business subject to the conditions set out in the three sub-clauses below:
- 10.2. The union official/s shall report directly to reception and notify the General Manager and/or Operations Manager of his/her arrival as well as departure from the premises.
- 10.3. In exercising access, the Union Officials or Office Bearers shall not interfere with the running of the Business and shall comply with all relevant Company security, and operational procedures, policies and requirements.

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- 10.4. Should the Union wish to hold a meeting with its members, such meeting shall be held outside of working hours and shall be agreed four full weeks (20 working days) in advance, with the Employer via the general manager and/or operations manager.

11. Shop-Stewards

- 11.1. The Company recognizes duly elected union shopsteward(s) elected in terms of the union constitution, to represent and consult on behalf of the members, (where the union qualifies for such shop steward/s), subject to the below terms.
- 11.2. The employer and union agree herewith that shopstewards shall be elected from the pool of employees having no less than **Five Years' service** with the employer.
- 11.3. Such candidates may only be selected from the bargaining unit.
- 11.4. Should the shopsteward cease to be a member of the bargaining unit, they relinquish the role of shopsteward.
- 11.5. Such elected shop stewards shall undergo appropriate training under the auspices of the union, or failing that, under the auspices of the CCMA.
- 11.6. The Employer recognizes duly elected union shopsteward(s) elected in terms of the union constitution, and the above agreed clauses, to represent and consult on behalf of the members.
- 11.7. The shopsteward(s) shall be entitled to represent union members in their constituencies during working time, provided they first obtain permission from their respective superiors which permission shall not be unreasonably withheld.
- 11.8. The shopsteward(s), if so required, shall be granted two (2) days paid time off per annum to attend to union activities. The Union shall give thirty (30) days' notice to the Company of any event requiring paid leave.
- 11.9. The number of trade union representatives / shopstewards shall be in accordance with the provisions of the LRA
- 11.10. The rights afforded to such representatives / shopstewards herein apply only to duly elected shopstewards in compliance with the above terms.

12. Bargaining Unit

- 12.1. The bargaining unit consists of the employees in the operations department as set out below:
- | | |
|---------------------------|-----------------------------|
| 12.1.1. Cleaners | 12.1.6. Pickers/Packers |
| 12.1.2. Diesel Attendants | 12.1.7. Reach Truck Drivers |
| 12.1.3. Drivers | 12.1.8. Shunters |
| 12.1.4. Forklift Drivers | 12.1.9. Truck Cleaners |
| 12.1.5. General Workers | 12.1.10. Van Assistants |
- 12.2. The bargaining unit specifically excludes all temporary employees, casual employees, outsourced employees,
- 12.3. The bargaining unit specifically excludes managers, supervisory employees, admin, finance and sales employees, and clerical employees.
- 12.4. The bargaining unit consists of "Wage Payroll" earners and specifically excludes the employer's "Salary Payroll" earners
- 12.5. This distinction is a historical one, and both "Wages" and "Salaries" are paid monthly

13. Strike Balloting

The employer and employees wish to internally regulate the issue of strike balloting as follows:

- 13.1. The full bargaining unit will be polled before a decision is taken on whether or not to embark on strike action.
- 13.2. The balloting will be done in secret, protecting the confidentiality of the individuals vote in favor or against going on strike.
- 13.3. The employer will assist with facilitating and funding the mechanism of balloting and the independent verification of the balloting process.
- 13.4. The union and employer shall thoroughly explain to the bargaining unit the reasons for the potential strike, the regulations relevant to it, and any other pertinent information to inform the balloting process.
- 13.5. The employer shall have a representative:
- 13.5.1. Overseeing and verifying that all employees in the bargaining unit fully understand the reasons for the intended strike,

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- 13.5.2. as well as the implications thereof (e.g. no-work-no-pay etc.);
- 13.5.3. overseeing and verifying the secrecy of the balloting process.
- 13.5.4. overseeing and verifying that all the employees in the bargaining unit have been polled.
- 13.5.5. overseeing and verifying the counting of the ballots.
- 13.6. Any strike action that doesn't conform fully to the above agreed balloting terms shall be unprotected in nature.

14. Picketing Rules

- 14.1. All employees' part of the strike must vacate the employer premises immediately, on commencement of the strike action, insofar as they may only present themselves in an area demarcated for picketing, as set out below, subject to the associated rules below.
- 14.2. No removal of any employer property from the premises, for the duration of the strike.
- 14.3. No interference with employer delivery vehicles on exit or entry to the premises.
- 14.4. No intimidation, threats or communication with any employee that is not part of the strike.
- 14.5. No intimidation, threats or interference with any temporary labour or service providers.
- 14.6. Picketing area: Picketers may picket inside the employer premises in an area assigned by the employer, and demarcated for that purpose – and must remain within the demarcated area for the duration of the picket.
 - 14.6.1. No picketer / striking employee may venture out of the demarcated area, into the balance of the business premises, failing which these rules will have been violated.
 - 14.6.2. No objects may be thrown or otherwise moved out of the picketing area, failing which these rules will have been violated.
 - 14.6.3. The picketing area may be monitored by camera.
 - 14.6.3.1. (Audio and video monitoring may be included)
- 14.7. The employer will provide water and a portable toilet within the demarcated picketing area.
- 14.8. Picketing hours: 08:00 to 16:00 Monday to Friday only.
- 14.9. No picketing during the hours of 16h00 to 08h00 - Monday to Friday.
- 14.10. No picketing on Saturdays or Sundays.
- 14.11. The union and its members shall nominate one strike marshal per ten picketers, whose name/s and contact details shall be provided to the employer ahead of the commencement of picketing.
 - 14.11.1. This marshal/s shall be an employee of the employer.
 - 14.11.2. Marshals shall be clearly identifiable (by the wearing of designated clothing or accessories e.g. armbands indicating their role as marshal)
 - 14.11.3. This marshal shall be replaced on the same terms, and such replacement shall be adequately communicated to the employer, in the event of the initial marshal/s ceasing to be an employee of the employer, or not being present on-site during picketing.
 - 14.11.4. There shall always be one marshal per ten picketers, physically present at the picketing area, and contactable during all picketing.
 - 14.11.5. This marshal shall on behalf of the union provide to the employer, no later than at the time of commencement of picketing (on each day of picketing), a strike register, indicating all employees on strike; as well as indicating all employees who will present themselves for picketing on each day.
 - 14.11.5.1. Only employees on the strike register who are indicated as present on the day, may be present in the picketing area.
 - 14.11.5.2. Any actionable misconduct imputed to the picketing group shall be deemed to include everyone contemplated in the above sub-clause.
- 14.12. No striking employee may gather in front of the gate.
- 14.13. No blocking of the business entrances or exits (whether by people, debris or objects) .
- 14.14. No interference with employees, visitors, or suppliers entering or exiting the premises.
- 14.15. No weapons or any other objects such as traditional weapons may be on display, used or carried for any reason.
- 14.16. No damage, any form of violence or threats of any kind to employer property, personal employee property or employees that continue to work during the strike.
- 14.17. No burning of tyres or any other material, or debris of any kind, in front of employer premises, or anywhere on the street in front of the employer.

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- 14.18. No community or political involvement may be sought, canvassed, instigated or otherwise brought about by the employees or their representatives, in support of the strike.
- 14.19. No community or political involvement may be accepted by the striking employees or their representatives, in support of the strike.
- 14.20. No interference, following, stopping of employer vehicles while *en route* to customers or during delivery at any customers.
- 14.21. Any violation of the above terms is agreed to be sufficient grounds for summary dismissal.
- 14.22. Any protest /picketing action that doesn't conform fully to the above agreed picketing rules shall render the underlying strike action unprotected in nature.

15. Amended Terms and Conditions of Employment

- 15.1. All changes in terms and conditions of employment contemplated in this agreement shall be of permanent force and effect, and shall be deemed to be imported into existing contracts of employment and/or letters of appointment.
- 15.2. This excludes the above salary increases, adjustments to allowances and bonuses which shall be effected only on the prescribed dates herein, and shall form no precedent nor contribute to any expectation of the same in future, as they will be dealt with by fresh negotiations in the circumstances that persist at the time of such negotiations.

16. Dispute Resolution

- 16.1. Any disputes emanating from this agreement shall be resolved between the parties, or failing that
- 16.2. By referral to private arbitration on the following bases:
 - 16.2.1. The employer shall provide the union with a pool of recommended arbitrators, who are advocates who specialize or are experts in the field pertaining to the matter under dispute.
 - 16.2.2. The union shall select one arbitrator (advocate) from this pool to hear the dispute.
 - 16.2.3. The findings of the arbitrator shall be binding on both parties.
 - 16.2.4. The finding of the arbitrator shall be final with no recourse to further hearing in the matter.
- 16.3. To the extent that the arbitrator or other presiding officer, finds any clause invalid, illegal or unenforceable, a valid, legal and enforceable formulation thereof shall be substituted preserving the original intent of the drafter/s (to the extent that is legally possible), failing which the offending clause shall be struck down, preserving the balance of the agreement.

17. Severability

- 17.1. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any part, provision, clause or sub-clause hereof.
- 17.2. If any part, provision, clause or sub-clause of this Agreement is held to be prohibited, or void or unenforceable and if the invalidity of such part, provision, clause or sub-clause of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, and the invalid part is capable of being redrafted to give the initially intended effect whilst curing the invalidity, then the parties shall substitute the invalid clause with such cured clause.
- 17.3. If the invalid part is not capable of being redrafted to give the initially intended effect whilst curing the invalidity:
 - 17.3.1. Any part, provision, clause or sub-clause of this Agreement which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
 - 17.3.2. Any part, provision, clause or sub-clause of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction of this agreement shall not invalidate or render unenforceable such provision in any other jurisdiction.
 - 17.3.3. If (as a result of any challenge to the validity of this agreement or part/s thereof) any part, provision, clause or sub-clause of this Agreement is prohibited, or is held to be void or unenforceable and so serves to deprive the employer of the intended economic and/or operational benefit; the financial benefits afforded to the employees herein shall accordingly be voided *ab initio*.

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A. [Signature]

[Signature]

[Signature]

- 17.3.4. Should the financial benefits be so voided *ab initio*, all benefits already enjoyed by the employees shall become immediately due and payable to the employer
- 17.3.5. The employer may in its sole discretion permit the recovery of said repayments over an alternative/extended period other than the immediate and full repayment that is necessitated by the above clause
- 17.3.6. This Includes the recovery / repayment of all bonuses, salary increases, and allowance increases etc. which may have been paid out to the employees prior to the successful challenge referred to above.

18. No Alteration of the above will be effected unless reduced to writing and signed by both employer and employee parties.

FOR BIDFOOD POLOKWANE



GENERAL MANAGER
MOFFAT MTIKA

Date: 01 September 2025



FINANCIAL MANAGER
FRANS MOSHUPYE

Date: 01 September 2025



OPERATIONS MANAGER
for OPERATIONS MANAGER

Date: 01 September 2025

WITNESS
NAME:


Date: 01 September 2025

FOR AND ON BEHALF OF DYPUSA



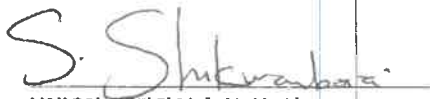
UNION OFFICIAL (DYPUSA)
NAME: MASHUDU RAPHETHA

Date: 01 September 2025



UNION OFFICIAL (DYPUSA)
NAME: LANGA-CERIZWE

Date: 01 September 2025



UNION OFFICIAL (DYPUSA)
NAME: Sibongile Shikwambana

Date: 01 September 2025



SHOP STEWARD
NAME: Lesiba Sethosa

Date: 01 September 2025



SHOP STEWARD
NAME: KANCANA A.K

Date: 01 September 2025

WITNESS
NAME:

Date: 01 September 2025

A.K