

COMPANY LEAVE POLICY

PURPOSE:

The purpose of this policy is to regulate all forms of leave as a benefit to employees as well as to outline procedures to be followed for granting and taking such leave. Policy provisions apply to all permanent, contract and temporary Company employees.

SCOPE:

This policy applies to all employees permanently and non-permanently employed at the company.

DEFINITIONS:

“Annual leave cycle” as defined by BCEA Section 20 (1) means the period of 12 months of employment with the same employer immediately following:

- (a) an employee’s commencement of employment; or
- (b) the completion of that employee’s prior leave cycle.

“Annual Leave” is defined as the employee benefit in the form of a prescribed paid number of days per year that an employee is entitled to be away from work.

“Medical Practitioner” is defined as a medical practitioner or any other person certified to diagnose and treat patients and registered with a professional council established by an Act of Parliament.

“Sick Leave” is an employee benefit in the form of paid leave, which workers can use during periods of temporary sickness or illness, excluding periods of absence due to Injury on Duty.

“Sick leave cycle” as defined by BCEA Section 22(1) means the period of 36 months of employment with the same employer immediately following—

- (a) an employee’s commencement of employment; or
- (b) the completion of that employee’s prior sick leave cycle.

“Study School” refers to the compulsory period of attendance required by the relevant educational institution, during which a part-time student is required to attend classes/presentations / or any other learning activity, which forms part of the official qualification requirements.

OBJECTIVES:

To establish common and uniform conditions based on labour and other related legal requirements and legislation regards to leave for employees at Company.

PROCEDURE

5.1 Annual Leave

5.1.1 Entitlement

The employee shall be entitled to 15 working days paid leave per year, excluding weekends and public holidays, in respect of each period of 12 (twelve) months completed in the service of the employer.

Alternatively, at the discretion of the employer, the annual leave can be calculated at the rate of 1.25 days of paid leave for every month the employee had worked or was entitled to be paid.

The annual leave shall be reduced by the number of days of occasional leave on full remuneration granted to the employee at the employee's request.

Any request for annual leave will be submitted to the employer in writing and in turn, be granted or refused in writing. The leave shall be granted and be taken at a time to be fixed by the employer, in consideration of the operational requirements of the business, and shall commence within 6 (six) months after the completion of the 12 (twelve) months of employment to which it relates.

The Employee hereby acknowledges and agrees that he/she shall only be entitled to accrue annual leave during his/her current and immediate preceding leave cycle. Any annual leave entitlement accrued during the course of any leave cycle, other than the leave cycles mentioned above, and not taken by the employee within the period of 6 (six) months following such leave cycle, as referred to above, on request by the employer shall be forfeited, unless the failure to take such leave by the employee was due to the employer's refusal to grant such leave, due to exceptional operational requirements.

The employee is obliged to take leave during any period of closure of business.

Upon termination of employment, the employee will only be entitled to payment of any accrued leave, as referred to above, not yet taken before the termination of employment.

The employee and employer agree that the employee's remuneration for the period he/she will be on leave shall be paid on the employee's regular payday.

5.1.2 Leave Encashment

The company does not permit the cashing of leave accumulated and no exception will be made for any employee. Leave will only be paid out on resignation, retrenchment, or dismissal from the company as per the Basic Conditions of Employment.

Under no circumstances may compulsory leave be converted to accumulated leave for encashment purposes, as such action would be in breach of Section 20(11) of the BCEA. Only leave over and above the compulsory number of days per annum may be accumulated and encashed at the current rate applicable at the date of encashment.

5.1.3 Leave periods

Should a public holiday fall within an employee's annual leave period, the public holiday is not considered annual leave. An employee will therefore not lose a leave credit due to a public holiday.

The company cannot require an employee to work during the period taken as annual leave.

5.2 Sick Leave

5.2.1 Entitlement

During each sick leave cycle of 36 (thirty-six) months' employment with the employer, the employee shall be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of 6 (six) weeks.

During the first 6 (six) months of employment, the employee shall be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.

5.2.2 Medical Proof/Certificates

Should the employee be absent for more than 2 (two) consecutive days due to illness or injury or on more than 2 (two) occasions during an 8 (eight) week period or any day which precedes or follows a weekend, public holiday or a day free of service, he/she shall not be entitled to paid sick leave unless he/she produces a medical certificate, signed by a registered medical practitioner, stating that he/she was unable to work for the duration of his/her absence on account of illness or injury.

The employer retains the right to expect the employee to subject himself/herself to an examination to obtain a second medical opinion regarding his/her alleged illness/injury. Only medical certificates based on the personal examination will be accepted.

The employee must personally inform the employer, before 08h00 on the day he/she was supposed to have reported for duty, of such absence and the expected date of returning to work. The employer must also be informed of an address where the employee could be found should he/she wish to visit the employee.

5.2.3 Sick leave accumulation

The company does not allow for the accumulation of sick leave after the end of a sick leave cycle. Should an employee have sick leave credits at the end of a sick leave cycle, these credits will be forfeited with immediate effect at the start of the new sick leave cycle.

5.3 Maternity leave

5.3.1 Leave commencement and return

Entitlement

The employee shall be entitled to 4(four) consecutive months of maternity leave, commencing on the first day of the month before the expected date of birth or such other date as a medical practitioner or midwife may deem necessary.

The employee must notify the employer in writing of the date of commencement of maternity leave and the date of return to work after maternity leave. The employee may not work for a period of 6 (six) weeks after the birth of her child unless a medical practitioner or midwife certifies that she is fit to do so.

The company guarantees continued employment after the expiry date of the maternity leave at the same or similar job before going on leave. This guarantee shall not apply where the employee has been selected for retrenchment based on the criteria laid down by the company.

Written notification should be given to the company if the employee wishes to return earlier than initially agreed upon, to facilitate operational planning.

Should the employee, fail to return to work on the return date specified by her or agreed with the employer, without a valid reason, her absence will be treated as unauthorised and may result in the termination of her service.

5.3.2 Stillbirth and Miscarriage

An employee who has a miscarriage during the 3rd trimester of pregnancy, or who bears a stillborn child is entitled to six (6) weeks maternity leave after the miscarriage or stillbirth, regardless of whether the employee had commenced maternity leave at the start of the miscarriage or stillbirth.

5.3.3 Salary

Staff employed by Company shall not earn any Salary for the duration of the Maternity Leave taken.

5.3.4 Travel benefit

No Travel Benefit will accrue to the employee while on Maternity Leave.

5.3.5 Operational consideration

The Company understands that employees may not wish to disclose pregnancy in the first trimester due to the increased risk pregnancies exhibit at this time, employees should make every effort to inform the Company of any pregnancies as soon as practically possible after the end of the first trimester. This will allow the Company maximum time to plan for the smooth continuance of operations.

If any employee informs the Company of a pregnancy and that pregnancy, unfortunately, terminates prematurely, the employee is kindly requested to inform the Company of such a development as soon as practical. This will enable the smooth handling of any bereavement leave.

If any employee informs the Company of pregnancy and that pregnancy comes to term prematurely, the employee is kindly requested to inform the Company of such a development as soon as practical. This will enable the smooth handling of any short-term operational considerations due to the shifting of any Paternity or Maternity Leave.

While the Company understands that pregnant female employees will undergo substantial physical changes during their pregnancy, the employee shall use their best efforts to maintain the standard of work delivered before the pregnancy. As such, Company will afford any employees such consideration as is required to

maintain the dignity of the employee. Any performance measures agreed upon between the employee and the Company shall remain in full force and effect.

5.3.7 Disciplinary Action

Any disciplinary action against an employee initiated within six months before proceeding on maternity leave shall be carried forward to the date of return.

The leave period shall therefore not be included in calculating the period of application for disciplinary action as set out in the Disciplinary Procedure. However, valid warnings will remain in force for the maternity leave period.

5.4 Family Responsibility Leave

5.4.1 Entitlement

The employee will only be entitled to family responsibility leave after 4 (four) months of service with the employer and if he/she works for at least 4 (four) days a week for the employer. The employee shall be entitled to 3 (three) days paid leave during each cycle of 12 (twelve) months of employment with the employer. Family responsibility leave expires at the end of the annual leave cycle.

Employees may take family responsibility leave under the following circumstances:

- when the employee's child is born—Paternity Leave

In the event of the death of the employees:

- spouse or life partner
- own parent or adoptive parent/ legal guardian (Excluding in-laws)
- own grandparent
- own child or adopted child.
- own grandchild
- sibling (own brother/sister)

The employee shall notify the employer of the event, which necessitates the employee's absence, as soon as possible.

The employee shall not be entitled to payment for the absence unless the employee furnishes the employer with proof of the circumstances necessitating the absence.

5.4.2 Leave accumulation

The company does not allow for the accrual of unused family responsibility leave. Any leave of this nature not taken at the end of the leave cycle will be forfeited.

5.5 Unpaid leave

Employees may apply for unpaid leave, which may be granted at the discretion of the supervisor/manager. Such leave must be applied for in the same manner as annual leave.

Unpaid leave is applied in the following cases:

- Where the employee's total annual leave credit has been exhausted.
- Where the employee's sick leave credit has been exhausted (in the event of illness).
- Where the employee has failed to provide reasonable proof of illness on request from the company.

5.6 Study Leave

Refer to section 9.6 of the Education Assistance Procedure, which states:

"Study leave is restricted to one day before the examination and the day on which the examination is done i.e. two days per subject, irrespective of how many exams are written. (If the exam is on a Monday, study leave can be granted for the preceding Friday) No study leave will be approved for supplementary examinations or re-registration. Only compulsory study schools will qualify for study leave. Supervisors must confirm education assistance details before approving study leave. The approval of Study leave for self-funded studies will depend on the relevance of the field of study to the employee's current job or future development plan within the company. "

Employees are to provide reasonable proof of the examination for which leave has been requested.

5.7 Public Holidays

As per the Labour Relations Act, the company is required to pay for approved public holidays. These holidays are recorded in the Public Holidays Act (1994) and include:

- New Year's Day
- Human Rights Day
- Good Friday
- Family Day
- Freedom Day
- Workers' Day
- Youth Day
- Women's Day
- Heritage Day
- Day of Reconciliation
- Christmas Day
- Day of Goodwill

The company has no legal obligation to pay for any other holiday, being religious or otherwise, other than those recorded in the Public Holidays Act. Therefore, employees wishing to take leave to observe any religious occasion shall be required to take annual leave. Should the annual leave account be exhausted, the employee may take unpaid leave, if approved by the manager.

GENERAL:

The Company reserves the right to decide when an employee may take leave in the company's best interest.

Leave applications shall be considered on merit and will not be unreasonably denied.

The company also reserves the right to recall an employee whilst he/she is on annual leave, without any loss of leave not utilised if it is in the Company's best interest.

All Leave applications will be considered by the respective Managers of the Operating Unit subject to operational requirements.

Legislation as stated in Section 20(11) BCEA, prohibits payment of an employee instead of granting compulsory leave except on termination of employment.