

Circular to the Industry

6 December 2016

PUBLICATION OF THE MAIN COLLECTIVE AGREEMENT

We refer to the above.

1. As you may be aware the Main Collective Agreement was promulgated and extended to non-parties by the Minister of Labour in Government Gazette No. 40385 of 28 October 2016.
2. After the promulgation of the Main Collective Agreement it was noticed, that due to administrative errors, certain clauses in the Main Collective Agreement incorrectly appear as they did in the 2009 Agreement rather than as they did in the 2012 promulgated Agreement. These clauses have not been amended since the 2012 Main Agreement and there was no intention to amend them. As a result we will be requesting the Department of Labour to make the necessary corrections.
3. The corrections referred to in paragraph 2 are as follows:
 - (i) Clause 19: Sick and Absence Fund
Sub-clause 19(1) and (2) should read as follows:

“(1) Every employer shall pay contributions to the Sick Leave Fund by no later than the 20th of each month, in respect of each employee employed by him/her.

(2) Contributions are payable to the Council irrespective of the number of days that an employee has worked during a specific month, subject to the provisions of clause 24(2) and (3).”
 - (ii) Clause 24: Continuation of Benefit Funds
Sub-clauses (2) and (3) were omitted but formed part of the original Clause 24.

- “(2) The calculation and payment of benefit funds which includes the Leave Pay Fund, Holiday Pay Bonus Fund and the Sick and Absence Fund will no longer be linked to 252 shifts;
- (3) An employer is required to pay contributions in respect to all benefit funds to the Council as prescribed. An employer is entitled to submit a claim against a portion of contributions of an employee during any specific month as a result of the employee’s unauthorised absence, as defined. Such claim must be in writing and accompanied by sufficient proof.”

(iii) Clause 29: Leave Pay Fund

The correct sub-clause (1) is as follows:

- “(1) Contributions to the leave Pay Fund –
- (a) must be paid in respect of every employee employed by the employer in grades 1 – 6 during the preceding month;
 - (b) are calculated as follows:
 - (i) employees with less than 5 years contributions service 25% of the normal basic weekly wage earned;
 - (ii) employees with 5 years completed service but less than 10 years continuous service 28.34% of the normal weekly wage; and
 - (iii) employees with 10 years and longer completed service 33.3% of the normal basic weekly wage.
 - (c) Contributions are payable to the Council irrespective of the number of days that an employee has worked during a specific month, subject to the provisions of clause 24(2) and (3).”

(iv) Clause 30: Holiday Pay Bonus Fund

The correct sub-clause 30(1) is as follows:

- “(1) Subject to this clause all employees in the Industry are entitled to a guaranteed 13th cheque equal to 4.33 weeks of annual basic earnings payable after 12 months continuous service with one employer. The 13th cheque will be paid directly to employees during December every year and will be prorated during the first year of service. Contributions to the Holiday Pay Bonus Fund –“

(v) Clause 55: Employer’s Organisation Subscriptions

The correct wording of the clause should be as follows:

- (1) Subscriptions due to the employer's organisation must be approved by the Registrar of Labour Relations.
- (2) Should an Employer's Organisation request the Secretary of the Council in writing to collect its subscriptions on its behalf, then employers who are members of the employers' organization party to this Agreement must, by the 20th of each month, transmit their monthly subscription due to the employers' organisation to the National Secretary of the Council.
- (3) The National Secretary of the Council must, by no later than the 10th of each month, transmit the employers' organisation the total subscriptions received by the Council in terms of sub-clause (2) during the preceding month."

(vi) Clause 77: Processes and Payment of EBU employees

The word "receive" after the word "13th" to be substituted with the word "cheque".

(vii) Schedule 2: Definitions

The definition of "unauthorised absence" has been omitted.

"unauthorised absence" means absence without leave (AWOL), unpaid leave or unpaid sick leave;"

(viii) Schedule 4: Wellness Fund

The words "(d) basic medical insurance" were omitted in sub-item 3(1).

4. We recommend that industry members continue to apply the clauses as set out in this circular (refer to the 2012 promulgated Agreement which reflects the correct clauses) pending the formal correction being promulgated.

5. You will be informed as soon as the schedule with corrections has been promulgated.

We hereby wish to apologise for the inconvenience caused in this regard.

Yours faithfully

Musa Ndlovu

National Secretary

(This document has been sent electronically and is therefore not signed).

