

5 June 2012

Circular to the Industry

RE:- Sick and Absence Fund

The purpose of this Circular is to clarify the application of Clause 19 in the Main Collective Agreement regarding the provision of the Sick and Absence Fund.

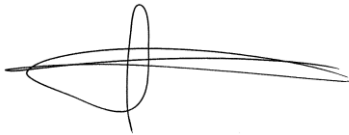
1. Clause 19 provides inter-alia for the following:
 - (a) Contributions payable to Council;
 - (b) the meaning of “sick leave cycle”;
 - (c) sick leave claims and shortfalls; and
 - (d) sick leave bonus.
2.
 - (a) Contributions are payable to Council on a monthly basis, irrespective of the number of days that an employee has worked during a specific month.
 - (b) During a sick leave cycle every employee will be entitled to be paid sick leave equal to 36 working days;
 - (c) Employers must apply to Council for sick leave payments. Council will pay employees the amounts equal to the contributions received. Employers will be obliged to pay the difference, if any.
 - (d) Top-up payments may be set off against future contributions in respect of those employees concerned until the top-up is fully repaid.
 - (e) Applications must be lodged on Council’s on-line system.

3. Sick Leave Bonus Payments

- (a) Bonus payments will only be made on completion of the 3 year sick leave cycle after employment commencement. An employee's commencement date will thus determine the year during which he/she may expect a bonus payment.
- (b) Council shall pay a sick leave bonus based on contributions received during the preceding 3 years less sick leave days paid to that employee.
- (c) An employee who has utilised all his sick leave benefits will not qualify for any sick leave bonus payments at the end of the sick leave cycle.

4. Any questions in the above regards may be referred to your local agent.

Yours sincerely



Joe Letswalo
National Secretary