

**28. BURSARY SCHEME**

As per the provisions of clause 28 of Part 1 of this Agreement.

**29. FUNERAL BENEFITS**

The provision of funeral benefits is not applicable to this subsector.

**30. PERSONAL PROTECTIVE EQUIPMENT**

As per the provisions of clause 30 of Part 1 of this Agreement.

**31. SACTWU HIV/AIDS PROJECT**

For the purpose of providing for a fund to provide HIV/AIDS education and awareness in the workplace, each employer shall contribute 40c per week per employee. Such contribution shall be made directly to the SACTWU Finance Department, on an annual basis, by no later than 31 January each year. The amount to be paid shall be calculated according to the number of employees in employment as at 30 November of the previous year.

**32. REGISTERED LEARNERSHIPS**

- 32.1 The total number of registered section 18.2 (Skills Development Act, 1998 [as amended]) learners shall at no time be more than 10% of the total number of permanent employees.
- 32.2 All learnership agreements shall contain a clause offering permanent employment on the completion of a learnership for learners referred to in sub-clause 32.1, subject to available appropriate vacancies and provided that retrenched shall be granted first preference.
- 32.3 No learnership agreement shall contain a provision requiring compulsory overtime work (unless such overtime forms part of an agreed shift pattern), compulsory work during protected industrial action, and/or deductions from any statutory or retirement funds.
- 32.4 No permanent worker shall be retrenched and replaced by a learner.
- 32.5 All employers shall comply with SETA policy relating to learnerships, unless such policy is amended by a collective agreement.
- 32.6 The ratio of time spent on theoretical versus practical training, for each learner, shall be a ratio determined in accordance with SETA policy and guidelines.
- 32.7 Employers shall provide a quarterly report to the Shop Stewards' Committee at each company, setting out progress on the learnership programmes operative at each company.

**F: TERMINATION OF CONTRACT OF EMPLOYMENT****33. TERMINATION OF CONTRACT OF EMPLOYMENT**

As per the provisions of clause 33 of Part 1 of this Agreement.

**34. SEVERANCE PAY**

As per the provisions of Clause 34 of Part 1 of this Agreement.

**35. CERTIFICATE OF SERVICE**

As per the provisions of clause 35 of Part 1 of this Agreement.

**G: ORGANISATIONAL RIGHTS****36. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

As per the provisions of clause 36 of Part 1 of this Agreement.

**37. TRADE UNION REPRESENTATION ON THE COUNCIL**

As per the provisions of clause 37 of Part 1 of this Agreement.

**38. SHOP STEWARDS' RIGHTS AND FACILITIES**

- 38.1 Each shop steward in an establishment covered by this Annexure shall be entitled to 10 days' paid leave for union activities per annum. Such leave shall not be accumulative or transferable.
- 38.2 In addition, each shop steward is entitled to a once-off five days' paid time off for information technology training.
- 38.3 In addition, each shop steward is entitled to a once-off two days' paid time off for HIV/AIDS awareness training.
- 38.4 In addition, one shop steward per plant shall be allocated a further once-off five days' paid training, if required by the trade union, for HIV/AIDS counsellor training.