

The provisions of clause 16 of Part 1 of this Agreement shall apply, subject to the following:

- 16.1 An employer may not require or permit employees, apart from security guards and guards, to work on a public holiday except in accordance with an agreement.
- 16.2 Public Holidays will be as per the Public Holidays Act, 1994 [as amended].
- 16.3 As per the provisions of sub-clause 16.3 of a Part 1 of this Agreement.
- 16.4 If a public holiday falls on a Sunday, the following Monday must be a public holiday.
- 16.5 If a public holiday falls on a day in which an employee would ordinarily work and an employee does not work on this public holiday, an employer must pay an employee his/her basic daily wage for that public holiday.
- 16.6 If an employee works less than 4 hours on a public holiday then the employer must pay that employee his/her basic daily wage, plus a basic hourly rate for 4 hours.
- 16.7 If an employee works for longer than 4 hours on a public holiday, then the employer must pay that employee at double his or her normal daily rate, or double the hourly rate for the hours worked, whichever is the greater.
- 16.8 If the Day of Reconciliation falls on a Saturday, an employer of an employee who works five days a week must pay that employee an additional day's wage for that week. The day's wage is the basic daily wage.
- 16.9 If an employer chooses to shut down on any religious holiday then the employees must be paid as if they had worked on that day.
- 16.10 An employee may take paid leave of one hour on 18 July each year for a general meeting at the time and place agreed between the employer and the trade union representatives at the work-place.
- 16.11 An employee who absents himself/herself from work on any ordinary working day immediately preceding and/or immediately following any public holiday, shall not be paid for such public holiday unless such absence is on account of medically certified sickness or a protected strike.

17. SUNDAYS

The following provisions on Sunday work are applicable in this subsector:

- 17.1 If an employee works less than four hours on a Sunday, then the employer must pay that employee his/her basic daily wage.
- 17.2 If an employee works for longer than four hours on a Sunday, then the employer must pay that employee either—
 - (a) the greater of double the basic hourly rate for the time worked or double the basic daily wage; or
 - (b) 1,333 times the basic hourly rate for the time worked, and any night-shift allowance, and grant that employee one day off work in the next week.
- 17.3 Sub-clause 17.3 of Part 1 of this Agreement is not applicable on this subsector.

18. SHORT TIME

- 18.1 The purpose of short time is to meet the operational requirements of the particular plant.
- 18.2 Notification of short time will be preceded by a consultation process between the management and shop stewards at the particular plant. This process will include—
 - 18.2.1 discussing the need for short time; and
 - 18.2.2 the implementation of short time; and
 - 18.2.3 minimizing the impact of the proposed short time.
- 18.3 An employer may for production requirements reduce the number of ordinary hours in a day or a week on 48 hours' notice to employees. In the case of *Force Majeure* short-time (short-time as a result of e.g. "Acts of God", elements of nature, power and water outages) employers to give 2 hours' notice to employees after consultation.
- 18.4 If the employer fails to give the requisite 48 hours' notice or the requisite 2 hours notice after consultation, it must pay the employee in lieu of the required notice.
- 18.5 Irrespective of the number of hours worked, an employer must pay each employee working short time at least half of that employee's basic weekly wage.
- 18.6 In the event of operational requirements necessitating an entire department or section within a company to declare up to 5 working days short time in one week, the following week will be a full working week and payment to affected employees will be split equally over the 2 week period.