

- 22.2 An employer may not require or permit a female employee to work four weeks before the expected date of birth and before eight weeks after the birth.
- 22.3 An employee may take maternity leave for longer than the compulsory period of leave up to a maximum of six months. Any annual leave due to the employee must be taken as part of that extended leave.
- 22.4 Employers must pay employees 33% of their basic weekly wage for four months. The remaining two months is unpaid.
- 22.5 Employers must pay both the employee's and the employer's contributions to any provident and medical aid funds to which the employee belongs for up to four months.
- 22.6 Maternity leave does not constitute a break in service.
- 22.7 Benefits such as annual leave, sick leave and annual bonus do not accumulate during maternity leave.
- 22.8 An employee must apply in writing for maternity leave at least one month before going on such leave.
- 22.9 Each employer must guarantee the re-employment of the employee after the expiry of the maternity leave unless she has been selected for retrenchment on criteria agreed to between the employer and the trade union party to this Agreement.
- 22.10 The employer may hire an employee on a temporary basis to fill the employee's post until the employee returns. The trade union will not challenge the fairness of the termination of service of the temporary employee as a consequence of this section.
- 22.11 If the employee returns before the expiry of the six month period, the employer must re-employ her at the same job grade and rate of pay she enjoyed immediately before she went on maternity leave. If the rate of pay increased while she was on leave, she must receive the increased rate.
- 22.12 If the employer is unable to employ her at the same job grade, the employer may employ her in a temporary position in a different job grade at her previous rate of pay or the rate for the temporary position, whichever is the greatest.
- 22.13 An employee wishing to return to work must give her employer 1 month's notice of her recommencement of work and provide her employer with a medical certificate indicating that she is fit to work.

23. PARENTAL LEAVE

As per the provisions of clause 23 of Part 1 of this Agreement.

24. ADOPTION LEAVE

As per the provisions of clause 24 of Part 1 of this Agreement.

25. COMMISSIONING PARENT LEAVE

As per the provisions of Clause 25 of Part 1 of this Agreement.

26. FAMILY RESPONSIBILITY LEAVE

The following provisions on Family Responsibility Leave are applicable in this sub-sector:

- 26.1 An employee, who has been in the same company's employ for at least 12 months and who works for the company for at least four *days* a week, is entitled to three *days* paid family responsibility leave a year.
- 26.2 This leave will be granted (if requested) when:
- 26.2.1 A male employee's child is born.
- 26.2.2 A spouse or life partner, parent, parent-in-law, adoptive parent, grandparent, child, adopted child, grandchild or sibling dies.
- 26.2.3 The employee's minor child and or dependent child and/or parents and/or spouse / life partner are ill; and
- (a) minor child is defined as a child under 18 years old,
- (b) dependant child: is a child who is in the custody of the parent, totally financially and emotionally dependant on the parent. Proof in the form of an affidavit and ID must be submitted indicating that the child is a dependent child
- (c) a life partner means any person who is party to a permanent heterosexual, or homosexual relationship that involves cohabitation and mutual emotional support.