

of employment, as per annexure "A" hereto. Such notice shall consist of five working days and shall take effect from the date on which it is given. They may agree to a longer notice provided that the period of notice applies equally to both employer and employee.

- 8.1.2 Shorter notice is possible in the following circumstances:
- 8.1.2.1 An employee may give notice of one day where he has been working short-time for more than two consecutive days in a week.
- 8.1.2.2 An employer or employee may give notice of one day during the first two weeks of employment of an employee who has had previous experience in the industry.
- 8.1.3 An employer who does not need the employee to work during the notice period may pay him instead of notice.
- 8.1.4 The notice period may not fall within the annual leave period.
- 8.1.5 An employee who is dismissed without notice shall be paid a full week's pay instead of notice, unless the employee was dismissed for a cause recognised by law as sufficient.
- 8.1.6 By notifying the employee and the Council in writing, an employer shall be entitled to summarily terminate the contract of employment without notice where an employee has been absent from work due to illness for periods in excess of-
- 8.1.6.1 45 consecutive days in the case of employees with up to three years' service;
- 8.1.6.2 60 consecutive days in the case of employees with between three- and five-years' experience;
- 8.1.6.3 90 consecutive days in the case of employees with more than five years' experience:
- Provided that an employee will only qualify for these lengthy periods of absence where a valid medical certificate was produced to the employer within the first five working days of illness. An employer will furthermore be entitled to temporarily replace the services of an employee who is absent due to illness and to terminate the services of such temporary employee by giving notice in terms of sub clause 8.1.1 above.

8.2 SEVERANCE PAY

- 8.2.1 Where an employee's services are terminated for operational reasons, closures or liquidations, the employer shall pay him severance pay of one week's pay for each completed year of service with the same employer.
- 8.2.2 An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer should not be entitled to severance pay in terms of clause 8.2.1.
- 8.2.3 The payment of severance pay in compliance with this clause shall not affect an employee's right to any other amount payable in terms of this Agreement.
- 8.2.4 Severance pay will be dealt with in accordance with the provisions of the Labour Relations Act (incorporating the 2002 amendments) with regard to insolvencies and liquidations.

8.3 RETIREMENT

Severance pay as set out above shall be payable on retirement only if an employee has completed 5 years continuous service on reaching the stipulated retirement age of