



## LEAVE POLICY

**Policy No.:** HR Manual :01

**Effective Date:** 29 March 2021


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**Electronic File:**



## APPROVAL OF POLICY

The signatories hereof, being duly authorised thereto, by their signatures hereby authorise the execution of the work detailed herein, or confirm their acceptance of the contents of this Policy and authorise the implementation/adoption thereof, as the case may be, for and on behalf of the parties represented by them.

Name and Position	Date	Signature
<b>Ms TE Mawebele</b> <b>Acting Chairperson of the Board</b>	<b>29-03-2021</b>	



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## **1. PURPOSE OF THE POLICY**

1.1 The purpose of this Policy is to:-

1.1.1 regulate all forms of leave as well as to outline procedures to be followed for granting and taking of such leave;

1.1.2 set out standards or norms of behaviour that is acceptable at MRTT;

1.1.3 create certainty and consistency in the application of rules and regulations within MRTT's workplace; and

## **2. OBJECTIVES OF THE POLICY**

2.1 The objective of this Policy is to ensure that Employees understand the allocation of, access to leave days and the processes related to applying for leave.

## **3. SCOPE OF THE POLICY**

3.1 This Policy is applicable to all Employees regardless of their position within MRTT, however, and in relation to an Employee on a fixed term contract, this Policy will be subject to the terms and conditions of the fixed term contract.



3.2 An Employee on a fixed term contract may be granted leave that is proportional to his term of employment as contained in his employment contract.

3.3 Accumulated leave days of an Employee on a fixed term contract, whose contract is extended / renewed will be carried over and such accumulated leave days should not exceed 25 days. Any access leave days will be paid to the relevant employee at the end of the contract period.

#### **4. PRINCIPLES OF THE POLICY**

4.1 Employees must ensure that they manage, apply for and use their leave days correctly.

4.2 The granting of any leave is at the discretion of MRTT and is subject to its service delivery needs and the Employee's work obligations.

4.3 An Employee is entitled to cancel his request for any leave or any approved leave, should the Employee no longer require same and to have the said leave days reinstated, in consultation with his Line Manager.

4.4 Leave that has been approved may be withdrawn at any time by the Line Manager , if it is in the interest of the MRTT's operations that such withdrawal is necessary. In this regard the Employee shall be consulted.

4.5 In the event that an Employee falls sick during his approved leave; such an Employee shall not be entitled to sick leave or request MRTT to substitute the period that he was sick for sick leave when he returns to work.



4.6 Public holidays are excluded from the calculation of any leave days.

4.7 Abuse of any type of leave shall not be permitted. In the event that it becomes apparent to Management that an Employee is abusing any type of leave, then the matter shall be dealt with in accordance with MRTT's Disciplinary Policy and Code.

## 5. APPLICABLE LEGISLATIVE

5.1 This Policy shall be read in conjunction with the following legislation, where applicable:-

5.1.1 Labour Relations Act No. 66 of 1995, as amended; and

5.1.2 Basic Conditions of Employment Act No. 75 of 1997, as amended.

## 6. DEFINITIONS

6.1 Unless the context of this Policy indicates otherwise, words denoting the masculine gender also include the feminine gender and any reference to the singular shall include the plural and vice versa. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings: -

6.1.1 **“Annual Leave Cycle”** is a period of 12 (twelve) months with MRTT, calculated from the Employee's commencement of employment, or from the completion of that Employee's previous leave cycle;



- 6.1.2 “**Employee**” means any person who is employed by MRTT and who receives, or is entitled to receive, any remuneration from MRTT;
- 6.1.3 “**HR Sub-Programme**” means the Human Resources department;
- 6.1.4 “**Line Manager**” means the manager the Employee is directly reporting to, and “**Supervisor**” shall have a corresponding meaning;
- 6.1.5 “**LRA**” means the Labour Relations Act No.66 of 1995 as amended;
- 6.1.6 “**Management**” mean the managers, senior managers, general managers and/or executives of MRTT;
- 6.1.7 “**MRTT**” means the Mpumalanga Regional Training Trust, a non-profit company, bearing registration number: 1993/006132/08; “**the Company**” and/or “**the Employer**” shall have corresponding meanings;
- 6.1.8 “**Policy**” means this document including all annexures and, schedules; and
- 6.1.9 “**Trade Union Representative**” means an elected representative of a registered trade union, or of two or more registered trade unions acting jointly, within MRTT’s workplace; and

## 7. ANNUAL LEAVE

- 7.1 Employees accrue 22 annual leave days per an Annual Leave Cycle. The amount of an Employee’s annual leave days shall be subject to the terms and conditions of an Employee’s employment contract and grading scale, if applicable.
- 7.2 Annual leave accrues at the rate of 1 (one) hour for every 17 (seventeen) hours worked, or 1 (one) day for every 17 (seventeen) days worked, or 1,25 (one point two



five) days per month, the total permitted minimum being 15 (fifteen) days per annum on full pay in each Annual Leave Cycle.

- 7.3 No Employee shall be permitted to utilise annual leave days that have not as yet accrued to him at the time of application for leave.
- 7.4 In accordance with the Annual Leave Amendment Regulations of 7 June 2020, where the employee has not, as a result of the effects of the corona virus, taken all of the leave to which the worker was entitled under this policy in respect of a leave year.

The employee must utilise 15 days of leave during an Annual Leave Cycle. In the event that such an Employee is unable to utilise 15 days of leave due to work demands, the unused leave may be carried forward and taken only in the two leave years immediately following the leave year in respect of which it arose.

An employer may require a worker not to take unused leave on particular days only where the employer has good reason to do so.

- 7.5 Management of the different Programmes must encourage Employees to fully utilise their accrued annual leave days.
- 7.6 Annual leave shall only be accumulated to a maximum of 25 days. Accumulated leave may be taken partially or in full, which must be approved by the Employee's Line Manager and sent to HR Sub-Programme for processing.
- 7.7 Annual leave days cannot in any circumstance be "cashed out". However in the event of:-
- 7.7.1 termination of employment, retirement, permanent disability, any accrued leave shall be paid out to an Employee, on the last day of work, subject to applicable statutory deductions;





Where an employee's employment is terminated and on the termination date the employee remains entitled to leave in respect of any previous leave year which carried forward under Regulation 4 (10) and (11), the employer shall make the employee a payment in lieu of leave equal to the sum due i.e. payment in respect of periods of leave, for the period of untaken leave.

7.7.2 an Employee's death, any accrued leave shall be paid out to an Employee's estate or to a designated dependant, as the case may be, subject to applicable statutory deductions.

7.8 In the event that an Employee does not have any annual leave days or does not have sufficient annual leave days, 10 days unpaid leave may be granted by MRTT, in its absolute discretion.

7.9 No leave credit in terms of this Policy will be earned for the period of unpaid leave and the unpaid leave amount will be deducted in full from an employee's monthly salary.

## **8. SICK LEAVE**

8.1 During every 36 (thirty six) months cycle, commencing from the first day of employment, an Employee is entitled to be given paid sick leave equal to the number of days he normally works in a 6 (six) week period. In other words and by way of example, if an Employee works 5 (five) days per week, then he is entitled to a 30 (thirty) day sick leave on full pay, distributed across the 3 (three) years.

8.2 Sick leave is granted only for absence from work as a result of illness or injury.



- 8.3 Sick leave cannot be accumulated nor can it be paid out upon termination of employment.
- 8.4 The employer may require a medical certificate before paying the employee who is absent for more than two (2) consecutive days or who is frequently absent.
- 8.5 MRTT has a right to refer an Employee for a second medical opinion, at MRTT's expense, in relation to any absence from work for more than 2 (two) consecutive days for alleged illness or injury.
- 8.6 The HR Sub-Programme must ensure that the Pension/Provident fund rules relating to sick leave are adhered to at all times.
- 8.7 No sick leave shall be granted if the illness or indisposition is due to alcohol or substance abuse.
- 8.8 Subject to the provisions contained in MRTT's Disciplinary Procedure and Code Policy, relating to Incapacity due to Ill health or Injury, Employees who suffer from these conditions may be hospitalised, at the instance of MRTT, to assist them to solve the problem. The time spent in an institution will however be regarded as annual leave.
- 8.9 If the Employee has already been granted the maximum number of days of sick leave in a sick leave cycle, and before the commencement of the new sick leave cycle, and due to serious health problems is still unfit to report for work, the CEO may, in his discretion, extend the sick leave by 20 days to the Employee.
- 8.10 If the Employee's health condition does not improve after the utilisation of special leave, then MRTT has the discretion to invoke processes related to Incapacity due to Ill health or Injury, contained within MRTT's Disciplinary Procedure and Code Policy.



## **9. SPECIAL LEAVE**

- 9.1 MRTT will grant Employees a maximum of 30 days for special leave with full pay over a 3 year cycle.
- 9.2 Any special leave to the credit of an Employee cannot be paid out upon termination of the Employee's employment for whatsoever reason.
- 9.3 Special leave may be granted on full pay when an Employee has exhausted other categories of leave, such as annual leave, sick leave, study leave, family responsibility leave or is subjected to a court of law or Tribunal or he is on rehabilitation institution at the courtesy of the entity.

## **10. FAMILY RESPONSIBILITY LEAVE**

- 10.1 An Employee is entitled to family responsibility leave only if he has been employed by MRTT for a period longer than 4 (four) months and if the Employee works for at least 4 (four) days a week for MRTT.
- 10.2 An Employee is entitled to 5 (five) paid days of family responsibility leave, during an Annual Leave Cycle, which may be utilised:-
- 10.2.1 if the Employee's child is born, is sick, or
- 10.2.2 in the event of the death of the Employee's spouse, life partner, a parent, adoptive parent, grandparent, child, adopted child, grand-child or sibling.
- 10.3 An employer may require reasonable proof



## **11. SPORT LEAVE**

11.1 Sport leave may be utilised by an Employee who participates in or officiates a sport at Provincial or National level, at trials or an actual competition.

11.2 An Employee is entitled to 10 paid days of sport leave, during an Annual Leave Cycle.

11.3 Sport leave may be granted on the following basis:-

When an employee is participating in provincial and national sporting activities.

## **12. STUDY LEAVE**

12.1 Study leave may be utilised by an Employee in order to prepare and/or sit for examinations and/or compulsory in contact classes.

12.2 The entity will grant two days study leave per subject per annum with a maximum of no more than 16 working days study leave in total per annum which is translated into 8 module exams per annum. Application for study leave to sit for examination must be accompanied by written notification by the institution concerned of the specific day on which the examination will take place.

- Sitting for examination: 2 days per examination i.e. one day to prepare and one day to write exams.
- Re-examinations, aegrotat and supplementary examinations shall be deducted from the 16 days of study leave allocated in the annual leave cycle which will be deducted against his study leave provision.

12.3 No study leave will be granted to an Employee to complete a written assignment.



12.4 An Employee shall be entitled to study leave if he has a minimum of one (1) year uninterrupted service with MRTT.

12.5 Study leave may be granted on the following basis: -

- For writing examinations
- For compulsory contact classes

### **13. UNPAID LEAVE**

13.1 Unpaid leave shall not be granted to an Employee who has not yet fully utilised his annual leave days.

13.2 MRTT may in its discretion grant an Employee unpaid leave to a maximum of ten (10) working days in a leave cycle and it shall take into account the following factors:-

13.2.1 the workload and staffing requirements of the Sub-Programme / Programme during the proposed period of absence;

13.2.2 the nature and reasons for the request.

13.3 If unpaid leave is for a continuous period of a calendar month or more, an Employee will be liable for payment for the full period of MRTT's contributions to the Pension / Provident Fund.

13.4 No leave or pro rata bonus shall accrue to an Employee for the period of unpaid leave.



13.5 A period of unpaid leave shall be deemed employment for the purpose of payment of long service award.

#### **14. MATERNITY LEAVE**

14.1 Employees that are due to give birth are entitled to at least 4 (four) consecutive months' of maternity leave with full pay.

- Fixed Term employees contracted for a period of 12 months or more shall be entitled to a 4 (four) consecutive months of maternity leave with full pay.

- Fixed Term employees contracted for a period lesser than 12 months shall claim the maternity benefits through the UIF benefits from the Department of Employment and Labour, which is calculated at a rate between 38 – 58% of the employee salary up to a maximum of R12 478. If the salary is R12 478 or more, the employee will receive R155.89 per day x 30 days (about R4 676 per month).

14.2 An Employee may commence maternity leave-

14.2.1 at any time from 4 (four) weeks before the expected date of birth, unless otherwise agreed; or

14.2.2 on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

14.3 An Employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for 6 (six) weeks after the miscarriage or stillbirth, whether or not the Employee had commenced maternity leave at the time of the miscarriage or stillbirth.

14.4 Similarly, no Employee may work for 6 (six) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do



- 14.5 Maternity leave may be extended on a paid or unpaid basis, in special circumstances at the discretion of the Line Manager, upon a written request accompanied by a letter from the attending medical practitioner or midwife stating reasons in support of such request.
- 14.6 The onus is on the Employee to keep MRTT informed of her circumstances so that the situation can be gauged to make an informed decision about temporary employees, work routine, etc.
- 14.7 A copy of the birth certificate must be submitted to the HR Sub-Programme within 4 (four) months after the date of birth of the child.
- 14.8 No Employee shall be dismissed on the grounds of pregnancy alone.
- 14.9 No Employee will be offered a lesser position than the one she held before going on maternity leave, unless on medical grounds.

## **15. PARENTAL LEAVE**

- 15.1 An Employee, who is a parent of a child, is entitled to at least (10) ten consecutive days parental leave.
- 15.2 An Employee may commence parental leave on the day that the Employee's child is born, or the date that the adoption order is granted; or the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.

## **16. ADOPTION LEAVE**



- 16.1 Subject to sub-clause 16.2 below, an Employee, who is an adoptive parent of a child who is below the age of two, is entitled to adoption leave of at least 10 (ten) weeks consecutively; or the parental leave referred to in clause 15.
- 16.2 If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave, provided that the selection of choice must be exercised at the option of the two adoptive parents.
- 16.3 An Employee may commence adoption leave on the date that the adoption order is granted or on the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.

## **17. COMMISSIONING PARENTAL LEAVE**

- 17.1 Subject to sub-clause 17.2 an Employee, who is a commissioning parent in a surrogate motherhood agreement is entitled to commissioning parental leave of at least 10 (ten) weeks consecutively or the parental leave referred to in clause 15
- 17.2 If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave referred to in clause 15,





provided that the selection of choice must be exercised at the option of the two commissioning parents.

- 17.3 An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.

## **18. LEAVE PROCEDURES**

### **18.1 Annual, Special, Unpaid, Family Responsibility, Sport, Study Leave Procedure**

- 18.1.1 The procedure outlined in this clause relates to annual, special, unpaid, family responsibility, sport, and study leave.
- 18.1.2 An Employee must give reasonable notice of a leave request. Failure to comply with this requirement, save in exceptional circumstances, may result in such leave being declined.
- 18.1.3 An Employee must complete and sign the applicable leave application form, supported by necessary information and/or proof, and submit same to his Line Manager, who shall then consider the leave application and if necessary, request for further information and/or proof.
- 18.1.4 The Line Manager shall be entitled to verify the authenticity of the information and/or proof that supports the leave application, with any relevant institution.



- 18.1.5 A leave application must be approved or declined by the Line Manager and submitted to the HR Sub-Programme for processing and/or record purposes.

## **18.2 Sick leave Procedure**

- 18.2.1 Absence from duty as a result of illness or injury must be reported by the Employee to the Line Manager at least two hours before commencement of the Employee's workday, unless exceptional circumstances exist.
- 18.2.2 Upon his return to work from sick leave, an Employee must complete and sign the applicable leave application form, supported by necessary information and/or proof, and submit same to his Line Manager, who shall then consider the sick leave application and if necessary, request for further information and/or proof.
- 18.2.3 The Line Manager shall be entitled to verify the authenticity of the information and/or proof that supports the leave application, with any relevant institution.
- 18.2.4 A leave application must be approved or declined by the Line Manager and submitted to the HR Sub-Programme for processing and/or record purposes.

## **18.3 Maternity, Parental, Adoption, Commissioning Parental Leave**

- 18.3.1 The procedure outlined in this clause relates to maternity, parental, adoption, and commissioning parental leave.



- 18.3.2 In respect of maternity leave, an Employee must submit the maternity leave application form at least 4 (four weeks) before the Employee intends to commence maternity leave; or if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 18.3.3 In respect of parental leave, an Employee must submit the parental leave application form at least 1 (one) month before the Employee's child is expected to be born; or on the date that the adoption order is granted, or on the date that the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, or if it is not reasonably practicable to do so, as soon as is reasonably practicable
- 18.3.4 In respect of adoption leave, an Employee must submit an adoption leave form at least 1 (one) month before the date that the adoption order is granted; or one month before the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first or if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 18.3.5 In respect of commissioning parental leave, an Employee must submit a commissioning parental leave form at least 1 (one) month before a child is expected to be born as a result of a surrogate motherhood agreement; or if it is not reasonably practicable to do so, as soon as is reasonably practicable
- 18.3.6 An Employee shall, in respect of any of the aforesaid leave, indicate on the applicable leave application form, the date on which the Employee intends to



commence leave and the date that the Employee shall return to work after the said leave.

18.3.7 An Employee must complete and sign the applicable leave application form, supported by necessary information and/or proof, and submit same to his Line Manager, who shall then consider the leave application and if necessary, request for further information and/or proof.


18.3.8 The Line Manager shall be entitled to verify the authenticity of the information and/or proof that supports the leave application, with any relevant institution.

18.3.9 A leave application must be approved or declined by the Line Manager and submitted to the HR Sub-Programme for processing and/or record purposes.

## 19. MONITORING AND EVALUATION

Programme	Name and Position
Planning and Performance Information	FW Magwandana: Manager

## 20. POLICY APPROVAL AND REVIEW

POLICY APPROVED BY:		REVIEW DATE	SIGNATURE
ACTING CHAIRPERSON OF THE BOARD: <b>MS TE MAWELELE</b>	DATE: 29 -03- 2021	29-03-2021	

## 21. AMENDMENTS AND APPROVAL



21.1 This Policy does not form part of any other document; it replaces and supersedes any previous MRTT grievance policies, procedures or any other similar document.

21.2 This Policy shall only be amended, varied or altered in writing. MRTT reserves the right to make such amendments, variations or alterations to this Policy from time to time with written notice of one calendar month being given after proper consultation with the relevant stakeholders.

### **Leave Application Forms**