

**MATERNITY POLICY**

1. An employee is entitled to at least four consecutive month's unpaid maternity leave.
2. An employee may commence maternity leave at any time from four weeks before the expected date of birth, unless otherwise agreed, or on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of the unborn child.
3. No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
4. An employee who has a miscarriage during the third trimester of pregnancy, or bears a stillborn child, is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
5. Should employees be entitled to benefits payable by the Unemployment Insurance Fund (UIF) during their absence on maternity leave, such benefit must be claimed by the employee. Eligibility for such benefits will depend on the UIF rules that are applicable at the time of confinement.
6. For those employees having completed two years of service with the company, a benefit will be offered by way of the company financing the shortfall between the Unemployment Insurance Fund (UIF) maternity benefit and the employee's monthly Cost to Company remuneration. For those employees having completed one year of service, 50% of this benefit will be granted.

If the employee chooses to utilise this company maternity benefit, an agreement will then exist for the employee to undertake a 'work-back' period to the company: this being one year, for employees with 2 years' service and 6 months, for employees with 12 to 23 months' service. Should the employee resign before completion of the 'work-back' service obligation period post return from maternity leave, then the employee will reimburse to the company, the proportion of the company maternity benefit, pro rata to the amount of time they will not be completing of the agreed 'work-back' service obligation period.

For those employees who have three years of service with the company, recognition of this longer service occurs by way of a shorter 'work-back' period, i.e. ten months instead of one

year. At four years' service, the 'work-back' period reduces to eight months and at five plus years' service, the 'work-back' period becomes six months

This is illustrated as follows:

<b>Years' SERVICE</b>	<b>BENEFIT</b>	<b>SERVICE OBLIGATION</b>
Less than 1 year	UIF benefits ONLY	None
At least 1 year	UIF Benefit, plus;  For those employees having completed one year of service, 50% of the benefit awarded for 2 years' service (below), will be paid to top up on the UIF benefit	Work back, 6 months to start from the actual date of return to work after maternity leave.  In the event of a resignation before working back the full contractual service period, then expect to repay all payments (based on total Cost to Company) received from the Company whilst on maternity leave on a pro-rata basis in terms of the policy.
At least 2 years	UIF Benefit, plus;  Payment from Company to cover the shortfall in earnings between UIF benefit and monthly Cost to Company earnings	Work back, 1 year to start from the actual date of return to work after maternity leave  In the event of a resignation before working back the full contractual service period, then expect to repay all payments (based on total Cost to Company) received from the Company whilst on maternity leave on a pro-rata basis in terms of the policy.
3 Years	UIF Benefit, plus;  Payment from Company to cover the shortfall in earnings between UIF benefit and monthly Cost to Company earnings	Work back, 10 months to start from the actual date of return to work after maternity leave  In the event of a resignation before working back the full contractual service period, then expect to repay all payments (based on total Cost to Company) received from the Company whilst on maternity leave on a pro-rata basis in terms of the policy.
4 Years	UIF Benefit, plus;  Payment from Company to cover the shortfall in earnings between UIF benefit and monthly Cost to Company earnings	Work back, 8 months to start from the actual date of return to work after maternity leave  In the event of a resignation before working back the full contractual service period, then expect to repay all payments (based on total Cost to Company) received from the Company whilst on maternity leave on a pro-rata basis in terms of the policy.
5+ Years	UIF Benefit, plus;  Payment from Company to cover the shortfall in earnings between UIF benefit and monthly Cost to Company earnings	Work back, 6 months to start from the actual date of return to work after maternity leave  In the event of a resignation before working back the full contractual service period, then expect to repay all payments (based on total Cost to Company) received from the Company whilst on maternity leave on a pro-rata basis in terms of the policy.

7. Application for maternity leave must be lodged with your superior at least three months before the expected date of delivery. The application must be supported by written confirmation of the pregnancy by a registered medical practitioner or midwife.
8. The employee must advise her superior of her intention to resume work at least two weeks before her intended date of return.
9. On her return to work, the company undertakes to place her in the same position she held before she took maternity leave. Should that not be practicable, the company does undertake to place her in a position with the same terms and conditions of employment that applied on the date of departure for maternity leave.
10. The employee's service with the company will be regarded as unbroken during the period of her maternity leave.
11. The employee's entitlement to maternity leave does not affect her entitled annual leave. She will continue to accrue her annual leave for the four month maternity leave period.
12. All other conditions surrounding maternity will be governed by the Code of Good Practice on the Protection of Employees during Pregnancy and after the birth of a child, issued in terms of section 87(1)(b) of the Basic Conditions of Employment Act, 75 of 1997 (as amended), a copy of which is available on request from Human Resources.

Please sign below to indicate that you have read and understand the terms of this Maternity Policy and undertake to abide by it.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_