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# Dealing with Payment for Employees in Respect of Worker's Day – What Does the Main Agreement Require?

Thursday, 1 May 2025 is Worker's Day, one of the 12 paid public holidays observed nationwide. This brief serves to assist members with calculating payment for scheduled employees in and around this day.

Payment for public holidays is regulated by section 11 of the Main Agreement:

11. PAYMENT FOR PUBLIC HOLIDAYS

(1)

(a) If an employee does not work on a public holiday that falls on a day which otherwise is an ordinary working day for such an employee, including periods of short time and lay-offs, he shall be paid at his ordinary rate for the ordinary working hours of that day of the week.

(b) If an employee works on a public holiday which falls on a day which otherwise is an ordinary working day for such an employee, he shall be paid for the number of hours payable in terms of subclause (1)(a) and shall, in addition, be paid at one and one-third times the hourly rate for time worked up to the said number of hours. Thereafter he shall be paid two and a half times the hourly rate until the usual starting time of the next day.

(c) If an employee works on a public holiday that falls on a Sunday, he shall be paid in accordance with the provisions of clause 5 of this Agreement which relates to payment for time worked on Sundays. Notwithstanding the provisions of this subclause time worked on a Christmas Day which falls on a Sunday shall be paid in terms of subclause (1)(d) of this clause.

(d) If an employee works on a public holiday which falls on a day which otherwise is not an ordinary working day for such an employee, he shall be paid an amount which shall be not less than the wage payable to such an employee in respect of the time which is ordinarily worked by him on a working day and shall, in addition, be paid at one and one-third times the hourly rate for time worked up to the said number of hours. Thereafter he shall be paid two and a half times the hourly rate until the usual starting time of the next day.

(2) The provisions of subclause (1)(b) shall not apply in establishments working a two and three shift system in respect of the hours worked on a public holiday which forms part of the normal shift: Provided that the normal shift immediately prior or subsequent to that on which such hours have been worked shall be regarded as the public holiday to which the provisions of this clause shall apply.

(3) For the purposes of this clause, the ordinary hourly rate of employees employed on incentive bonus work shall be the hourly rate for the class of work scheduled in this Agreement.

- Therefore, if the employees **do not** work on Worker's Day, they are entitled to receive ordinary pay for that day.

- If the employees **do** work on Worker's Day, they are entitled to be paid the day's pay plus 1.33 x the normal hourly rate for the hours worked. For example, an employee earning R50 per hour who works for 8 hours on Worker's Day will receive 8 hours at the ordinary rate, i.e. R400, plus 8 hours at 1.33 x the ordinary rate, i.e. R532. Therefore, the employee will earn a total of R932 for the day.

- If the employees work beyond the normal hours of a shift, then they are entitled to be paid 2.5 x the hourly rate for the overtime hours, over and above the hours in the second bullet point immediately above. For example, an employee earning R50 per hour who works for 10 hours on Worker's Day will receive 8 hours at the ordinary rate, i.e. R400, plus 8 hours at 1.33 x the ordinary rate, i.e. R532, plus 2 hours at 2.5 x the ordinary rate, for a total of R1 182.

For night shift workers, the following will apply:

- The shift **before or after** is paid as if it were a paid public holiday. For example, an employee who works on Wednesday night into Thursday morning and again on Thursday night into Friday morning is entitled to have the hours of **either** (not both!) of those shifts paid at 1.33 x the ordinary hourly rate. However, an employee who only works on either Wednesday night **or** on Thursday night is not entitled to any public holiday rates. Please also remember that the night shift allowance is payable on total hours, inclusive of public holiday rates.

Finally, please note that if an employee is absent without permission before or after Worker's Day, he/she will still receive payment for the public holiday. However, companies should regard this type of absenteeism as serious (very disruptive and can be abused) and we therefore recommend issuing a final warning for such absenteeism.

For company's who are intending on implementing working-in time arrangements with their employees, please take notice of the requirements of section 38 of the agreement:

**38. WORKING-IN TIME ARRANGEMENTS**

(1) For purposes of this clause 'employees covered by this Agreement' shall, in addition to all scheduled employees, include employees referred to in subclauses (4) and (5) of clause 1 of Part I of this Agreement.

(2) An employer, with the support of not less than 75% of his employees covered by this Agreement, obtained via a ballot, may enter into an arrangement to work in time in order to achieve the extension with pay of—
*(a)* any paid holiday provided for in clause 11 of this Agreement; or
*(b)* periods not ordinarily worked by employees; or
*(c)* the annual shutdown period provided for in clause 16 of this Agreement.

(3) An employer, subject to the ballot arrangement referred to in subclause (2), may enter into an arrangement to close his establishment—
*(a)* on any ordinary working day; or
*(b)* for any period of work forming part of any ordinary working day.

(4) Where arrangements to work in time, as referred to in subclause (2) or (3), are entered into such arrangements shall not include working in time on Sundays.

(5) Where employment terminates before the date for which time had been worked in, in terms of subclause (2) or (3), all hours so worked shall be deemed to be overtime hours subject to payment at the appropriate overtime rate applicable.

(6) Time worked in by employees in terms of subclause (2) or (3) shall count towards leave pay and/or leave enhancement pay entitlements as provided for in clauses 12 to 14.

(7) Where such working-in time arrangements are entered into the employer shall notify the Regional Council concerned thereof within 14 days of such decision, specifying—
*(a)* the outcome of the ballot;
*(b)* the day/days for which time will be worked in;
*(c)* the day/days on which such time will be worked in.

Please contact us with any queries regarding the above.