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[No. 956.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1963.] [27 November 1964.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 257.

WATCH PATROL SERVICES, DURBAN.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of Watch Patrol Services, Durban, and has fixed the 21st day of December, 1964, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the Magisterial District of Durban to all employees for whom wages are prescribed in clause 3 (1) and who are engaged in Watch Patrol Services, and to the employers of such employees.

2. DEFINITIONS.

(1) Unless the context otherwise indicates, any expression which is used in this Determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act and unless inconsistent with the context—

- (i) "Bantu" means a person who is or is generally accepted as a member of any aboriginal race of Africa; (i)
- (ii) "casual employee" means an employee, other than a function guard, escort or ship guard, who is employed by the same employer on not more than four days in any week; (x)
- (iii) "compound manager" means an employee who is in charge of a compound and responsible for the cleanliness and discipline of the employees housed therein and who is responsible for detailing of watchmen for duty; (vii)
- (iv) "day" means a period of twenty-four consecutive hours calculated from the time an employee commences work; (iii)
- (v) "emergency work" means any guarding or protecting of premises, buildings, structures, property, vehicles, ships, boats or other watercraft necessitated by unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, which guarding or protecting must be done without delay; (xii)
- (vi) "escort" means an employee who accompanies a person for the purpose of guarding or protecting money or other property conveyed by such person and who for such purpose carries a firearm; (xi)
- (vii) "establishment" means any premises in or in connection with which one or more employees are employed in Watch Patrol Services; (ii)
- (viii) "function guard" means an employee who, at special functions such as wedding receptions, shows or exhibitions is engaged in guarding or protecting goods and who for this purpose carries a firearm; (iv)

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1963.] [27 November 1964.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 257.

WAGPATROLLIEDIENSTE, DURBAN.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van Wagpatrolliedienste, Durban, gemaak het en die 21ste dag van Desember 1964 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers vir wie lone, in klousule 3 (1) voorgeskryf word en wat by wagpatrolliedienste in die landdrosdistrik Durban in diens is, en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

(1) Tensy 'n ander bedoeling uit die samehang blyk, het iedere uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet, en tensy strydig met die samehang, beteken—

- (i) „Bantoe” iemand wat inderdaad 'n lid van 'n inboorlingras of stam van Afrika is of gewoonlik daarvoor deurgaang; (i)
- (ii) „bedryfsinrigting” 'n perseel waarop of in verband waarmee een of meer werknemers in wagpatrolliedienste werksaam is; (vii)
- (iii) „dag” 'n tydperk van vier-en-twintig opeenvolgende ure, bereken vanaf die tyd dat 'n werknemer begin werk; (iv)
- (iv) „funksiewag” 'n werknemer wat by spesiale funksies, soos huweliksonthale, tentoonstellings of uitstallings, goedere bewaak of beskerm en wat vir die doel 'n vuurwapen dra; (viii)
- (v) „indoena” 'n werknemer wat wagte in hulle pligte onderlig en oor hulle werk toesig hou en wat wagte se werktye mag opteken en wat Bantoetale mag vertolk of vertaal; (ix)
- (vi) „inspekteur” 'n werknemer wat oor die werk of huisvesting van indoenas en wagte toesig hou of wagte vir diens mag aanwys; (x)
- (vii) „kampongbestuurder” 'n werknemer wat in beheer is van 'n kampong en verantwoordelik is vir die sindelikeheid en dissipline van die werknemers wat daarin gehuisves word en vir die aanwys van wagte vir diens; (iii)
- (viii) „korttyd” 'n tydelike vermindering van die aantal gewone werkure weens 'n slapte in die bedryf; (xiv)

- (ix) "induna" means an employee who instructs and supervises watchmen in their duties and who may record the times worked by watchmen and who may interpret or translate Bantu languages; (v)
- (x) "inspector" means an employee, who is engaged in supervising the work or accommodation of indunas and watchmen and who may detail watchmen for duty; (vi)
- (xi) "patrol guard" means an employee who at night patrols a specified route in a power-driven vehicle for the purpose of guarding or protecting premises, buildings or structures and who for this purpose carries a firearm; (xiii)
- (xii) "security guard" means an employee who is engaged in protecting or guarding money or other property which he is conveying and who for this purpose carries a firearm; (xv)
- (xviii) "ship guard" means an employee whose duty it is to prevent unauthorised persons from going on board a ship or to report to an officer of the ship the unauthorised leaving of the ship by any member of the ship's crew; (xiv)
- (xiv) "short time" means any temporary reduction in the number of ordinary hours of work owing to slackness of trade; (viii)
- (xv) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; (ix)
- (xvi) "watchman" means an employee other than an escort, a function guard, a patrol guard, a ship guard or a security guard who is engaged in guarding or protecting premises, buildings, structures, property, vehicles, vessels or boats or other watercraft or who on a ship is engaged in guarding or protecting the cargo of such ship against theft; (xvi)
- (xvii) "watch patrol services" means the undertaking in which employers and employees are associated for the purpose of guarding or protecting premises, buildings, structures, property, vehicles, vessels or boats or other watercraft; (xvii)

(2) For the purpose of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. REMUNERATION.

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:—

- (a) Function guard—Escort: Forty cents for each hour or part of an hour of the ordinary hours of work, worked on any day.
- (b) Ship guard: Eighteen cents for each hour or part of an hour of the ordinary hours of work, worked on any day: Provided that the minimum wage on any day shall be not less than R1.80.
- (c) Induna: R7.30 per week.
- (d) Inspector: R28 per week.
- (e) Compound manager: R28 per week.
- (f) Patrol guard: R28 per week.
- (g) Security guard: R28 per week.
- (h) Watchman: R6.80 per week.
- (i) Casual employee: A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee who performs the same class of work as the casual employee is required to do: Provided that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a function guard, casual employee, escort or ship guard, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in sub-clause (1), shall pay to such employee in respect of that day not less than the daily wage calculated at the higher rate: Provided that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

- (ix) „loon" die geldbedrag wat aan 'n werknemer ingevolge klousule 3 (1) betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat, as 'n werkgewer sy werknemer ten opsigte van sodanige werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (xv)
- (x) „los werknemer" 'n werknemer, uitgesonderd 'n funksiewag, lyfwag of skeepswag, wat hoogstens vier dae in enige week by dieselfde werkgewer in diens is; (ii)
- (xi) „lyfwag" 'n werknemer wat 'n persoon vergesel met die doel om geld of ander goedere wat sodanige persoon vervoer te bewaak of te beskerm en wat vir dié doel 'n vuurwapen dra; (vi)
- (xii) „noodwerk" die bewaking of beskerming van persele, geboue, bouwerke, eiendom, voertuie, skepe, bote of ander watervaartuie welke bewaking of beskerming deur onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal noodsaaklik word en sonder verzuim moet geskied; (v)
- (xiii) „patrolliewag" 'n werknemer wat in die nag met 'n kragaaangedrewe voertuig 'n aangewese roete patroleer om persele, geboue of bouwerke te bewaak of te beskerm en wat vir dié doel 'n vuurwapen dra; (xi)
- (iv) „skeepswag" 'n werknemer wie se plig dit is om ongemagtigde persone te belet om aan boord van 'n skip te gaan of om by 'n offisier van die skip te rapporteer wanneer enige lid van die skeepsbemanning die skip sonder verlof verlaat; (xiii)
- (xv) „veiligheidswag" 'n werknemer wat geld of ander goedere wat hy vervoer bewaak of beskerm en wat vir dié doel 'n vuurwapen dra; (xii)
- (xvi) „wag" 'n werknemer, uitgesonderd 'n funksiewag, lyfwag, patrolliewag, skeepswag of veiligheidsag, wat persele, geboue, bouwerke, eiendom, voertuie, skepe of bote of ander watervaartuie bewaak of beskerm of op 'n skip die wag van sodanige skip teen diefstal bewaak of beskerm; (xvi)
- (xvii) „wagpatroliedienste" die onderneming waarin werkgewers en werknemers met mekaar geassosieer is met die doel om persele, geboue, bouwerke, eiendom, voertuie, skepe of bote of ander watervaartuie te bewaak of te beskerm. (xvii)

(2) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

3. BELONING.

(1) Die minimum loon wat 'n werkgewer aan elkeen van sy werknemers in ondergenoemde klasse moet betaal word hieronder uiteengesit:—

- (a) Funksiewag—Lyfwag: Veertig sent per uur of gedeelte van 'n uur van die gewone werkure wat hy op enige dag werk.
- (b) Skeepswag: Agtien sent per uur of gedeelte van 'n uur van die gewone werkure wat hy op enige dag werk: Met dien verstande dat die minimum loon op 'n dag minstens R1.80 is.
- (c) Indoena: R7.30 per week.
- (d) Inspekteur: R28 per week.
- (e) Kampongbestuurder: R28 per week.
- (f) Patrolliewag: R28 per week.
- (g) Veiligheidswag: R28 per week.
- (h) Wag: R6.80 per week.
- (i) Los werknemer: Ten opsigte van elke dag of gedeelte van 'n dag diens, minstens een-vyfde van die weekloon voorgeskryf vir 'n werknemer van sy klas: Met dien verstande dat as die werkgewer vereis dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon met hoogstens vyftig persent verminder mag word.

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n funksiewag, los werknemer, lyfwag of skeepswag, op 'n weeklikse grondslag berus en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word en wel ongeag die vraag of hy in dié week die maksimum getal gewone ure wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer minstens die dagloon bereken teen die hoër tarief betaal: Met dien verstande dat, tensy in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werkgewer belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Calculation of Wages.*—(a) The daily wage of an employee, other than a function guard, casual employee, escort or ship guard, shall be his weekly wage divided by six.

(b) The monthly wage of an employee shall be four and a third times his weekly wage.

(c) The hourly wage of a casual employee shall be his daily wage divided by twelve and that of any other employee, other than a function guard, an escort or a ship guard, his weekly wage divided by seventy-two.

(5) *Bicycle Allowance.*—An employer who requires or permits an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him—

(a) in the case of a casual employee, not less than eight cents per day;

(b) in the case of any other employee, not less than forty-five cents per week, or, if an employee is only occasionally required or permitted to use his bicycle not less than eight cents for each day he so uses his bicycle.

4. PAYMENT OF REMUNERATION.

(1) *Employees other than Function Guards, Casual Employees, Escorts or Ship Guards.*—Save as provided in clause 6 (5), any amount due to an employee, other than a function guard, a casual employee, escort or ship guard, shall be paid weekly in cash, or, if the employee has agreed thereto, monthly in cash or by cheque, during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in a sealed envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay roll and his occupation;

(c) the number of ordinary hours worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) the details of any other remuneration arising out of the employee's employment;

(g) the details of any deductions made;

(h) the actual amount paid to the employee; and

(i) the period in respect of which payment is made;

and such envelope or container on which such particulars are recorded or such statement shall become the property of the employee: Provided that by mutual agreement an employer may pay his employee outside the ordinary working hours but not earlier than two hours before the employee is due to commence work on that day or later than twenty-four hours after he has ceased work on that day.

(2) *Function Guard, Casual Employee, Escort or Ship Guard.*—An employer shall pay the remuneration due to his function guard, casual employee, escort or ship guard in cash daily on termination of his employment: Provided that the employer may, at the request of such employee, pay him all amounts due to him in respect of work performed during the previous seven days, on the usual pay day of the establishment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods or meals from him or from any shop, place or person nominated by him.

(5) *Board and Lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following—

(a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;

(b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instruction or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n funksiewag, los werknemer, lyfwag of skeepswag, is sy weekloon gedeel deur ses.

(b) Die maandloon van 'n werknemer is sy weekloon vermenigvuldig met vier en 'n derde.

(c) Die uurloon van 'n los werknemer is sy dagloon gedeel deur twaalf, en dié van enige ander werknemer uitgesonderd 'n funksiewag, lyfwag of skeepswag, sy weekloon gedeel deur twee-en-sewentig.

(5) *Fietstoelae.*—'n Werkgever wat van 'n werknemer vereis of hom toelaat om ter uitvoering van sy pligte sy eie fiets te gebruik, moet hom benewens enige ander beloning aan hom verskuldig, die volgende betaal—

(a) in die geval van 'n los werknemer, minstens agt sent per dag;

(b) in die geval van enige ander werknemer, minstens vyf-en-veertig sent per week of, indien die werknemer slegs by geleentheid toegelaat of verplig word om sy eie fiets te gebruik, dan minstens agt sent vir elke dag waarop hy sy fiets aldus gebruik.

4. BETALING VAN BELONING.

(1) *Werknemers uitgesonderd funksiewagte, los werknemers, lyfwagte en skeepswagte.*—Behoudens die bepalinge van klousule 6 (5), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n funksiewag, los werknemer, lyfwag of skeepswag, wekeliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure van die bedryfsinrigting se gewone betaaldag vir sodanige werknemer, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n verseëlde kovert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon—

(a) die werkgever se naam;

(b) die werknemer se naam of sy nommer in die betaalstaat en sy beroep;

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die werknemer se loon;

(f) die besonderhede omtrent enige ander beloning ter sake van die werknemer se diens;

(g) die besonderhede omtrent enige bedrae wat afgetrek is;

(h) die werklike bedrag wat aan die werknemer betaal word; en

(i) die tydperk waarvoor die betaling geskied;

en sodanige kovert of houer waarop hierdie inligting aangegee word, of sodanige staat, word die eiendom van die werknemer: Met dien verstande dat 'n werkgever by onderlinge ooreenkomste sy werknemer buite die gewone werkure mag betaal maar dan nie vroeër as twee uur voordat die werknemer op dié dag moet begin werk of nie later as vier-en-twintig uur nadat hy op dié dag ophou met werk nie.

(2) *Funksiewag, los werknemer, lyfwag en skeepswag.*—'n Werkgever moet sy funksiewag, los werknemer, lyfwag of skeepswag die beloning aan hom verskuldig in kontant by die beëindiging van elke dag se diens betaal: Met dien verstande dat, op versoek van sodanige werknemer, die werkgever hom alle bedrae wat hy hom ten opsigte van werk gedurende die voorafgaande sewe dae verrig verskuldig is, op die gewone betaaldag van die bedryfsinrigting kan betaal.

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks ten opsigte van die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgever mag nie vereis dat sy werknemer van hom of van enige winkel, plek of persoon deur hom aangewys goedere of maaltye koop nie.

(5) *Kos en inwoning.*—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys eet of inwoon of eet en inwoon nie.

(6) *Aftrakkings.*—'n Werkgever mag sy werknemer geen boetes ople of bedrae van sy werknemer se beloning aftrek nie: Met dien verstande dat hy die volgende kan aftrek—

(a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse;

(b) behoudens andersluidende bepalinge in hierdie Vasstelling telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) iedere bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;

(d) whenever an employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per Week. R	Per Month. R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20

(e) whenever the hours of work prescribed in clause 5 are reduced on account of short-time, a deduction equal to the employee's hourly wage (other than that of a function guard, casual employee, escort or ship guard) for each hour of such reduction: Provided that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are reduced;

(f) with the consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority;

(g) with the consent of an employee an amount not exceeding 58 cents per week or R2.50 per month which the employer has paid on behalf of the employee to the S.A. Railways Administration for rail fare.

5. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—An employer shall not require or permit an employee to work more ordinary hours of work than—

- in the case of a function guard, casual employee, escort or ship guard, twelve on any day; and
- in the case of any other employee, eighty-four in any week or twelve on any day.

(2) *Hours of Work to be Consecutive.*—All hours of work of an employee on any day shall be consecutive.

(3) *Overtime.*—All time worked by an employee in excess of the ordinary hours of work prescribed in sub-clause (1) is overtime.

(4) *Limitation of Overtime.*—(a) An employer shall not require or permit an employee, other than a function guard, casual employee, escort or ship guard, to work more overtime than ten hours in any week.

(b) An employer shall not require or permit a function guard, casual employee, escort or ship guard to work more overtime than two hours on any day.

(5) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

- in the case of a function guard, a casual employee, an escort or a ship guard, one-and-one-third times his ordinary wage in respect of the total period so worked on any day;
- in the case of any other employee, one-and-one-third times his ordinary wage in respect of the total period so worked in any week.

(6) *Days of Rest.*—An employer shall grant to his employee, other than a function guard, casual employee, escort or a ship guard, not less than four days off in every four consecutive weeks of employment: Provided—

- that he shall make no deduction from the employee's wage in respect thereof;
- that an employer and his employee may agree that the days off may accrue over a period of not more than twelve consecutive weeks of employment;
- that an employer may, in lieu of granting him any such days off, pay the employee the wage which he would have received if he had not worked on such day off, plus an amount of not less than his daily wage in respect of each such day off not granted;
- that, where an employee's contract of employment terminates before he has been granted all the days off to which he has become entitled by virtue of this sub-clause, the employer shall pay him in respect of each such day off not granted an amount of not less than his daily wage.

(7) *Savings.*—The provisions of sub-clause (4) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a function guard, casual employee, escort or ship guard, in respect of each completed period of twelve months of employment with him twenty-one consecutive calendar days' leave and shall pay such employee in respect of such leave an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided—

- that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the

(d) wanneer 'n werknemer instem, of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae—

	Per week. R	Per maand. R
(i) Kos.....	0.80	3.47
(ii) Inwoning.....	0.40	1.73
(iii) Kos en inwoning.....	1.20	5.20;

(e) wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n funksiewag, los werknemer, lyfwag of skeepswag) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een derde van die werknemer se weekloon mag wees;

(f) met die instemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huisvesting in 'n hostel, wat die werknemer in 'n lokasie of Bantoe-dorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon;

(g) met die instemming van die werknemer, 'n bedrag van hoogstens 58 sent per week of R2.50 per maand wat die werkgever aan die S.A. Spoorweë ten behoeve van die werknemer vir reisgeld betaal.

5. WERKURE, GEWONE EN OORTYD EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—'n Werkgever mag nie vereis of toelaat dat 'n werknemer meer gewone werkure werk nie as—

- in die geval van 'n funksiewag, los werknemer, lyfwag of skeepswag, twaalf op enige dag, en;
- in die geval van enige ander werknemer, vier-en-tagtig uur in enige week of twaalf op enige dag.

(2) *Die werkure moet opeenvolgend wees.*—Alle werkure van 'n werknemer op 'n dag moet opeenvolgend wees.

(3) *Oortyd.*—Alle tyd wat 'n werknemer langer as die gewone werkure in subklousule (1) voorgeskryf gewerk het is oortyd.

(4) *Beperking op oortyd.*—(a) 'n Werkgever mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n funksiewag, los werknemer, lyfwag of skeepswag, langer as tien uur oortyd in 'n week werk nie.

(b) 'n Werkgever mag nie vereis of toelaat dat 'n funksiewag, los werknemer, lyfwag of skeepswag langer as twee uur oortyd op 'n dag werk nie.

(5) *Betaling vir oortydwerk.*—'n Werkgever moet 'n werknemer wat oortyd werk, betaal teen 'n tarief van minstens—

- in die geval van 'n funksiewag, los werknemer, lyfwag of skeepswag, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus op 'n dag gewerk;
- in die geval van iedere ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus in 'n week gewerk.

(6) *Rusdae.*—'n Werkgever moet sy werknemer, uitgesonderd 'n funksiewag, los werknemer, lyfwag of skeepswag, in elke vier opeenvolgende weke diens minstens vier rusdae gee: Met dien verstande—

- dat hy dienaangaande geen aftrekking van sodanige werknemer se loon doen nie;
- dat 'n werkgever en sy werknemer kan ooreenkom dat die rusdae oor 'n tydperk van hoogstens twaalf opeenvolgende weke diens oploop;
- dat 'n werkgever sy werknemer, in plaas van aan hom sodanige rusdae toe te staan, vir elke sodanige dag wat nie toegestaan is nie, die loon betaal wat hy sou ontvang het as hy op sodanige rusdag nie gewerk het nie, plus 'n bedrag minstens gelyk aan sy dagloon;
- dat, indien 'n werknemer se dienskontrak beëindig word voordat al die rusdae waartoe hy ingevolge hierdie subklousule geregtig geword het, aan hom toegestaan is, sy werkgever hom vir elke sodanige dag wat nie toegestaan is nie, minstens sy dagloon betaal.

(7) *Uitsonderings.*—Die bepalinge van subklousule (4) is nie van toepassing op 'n werknemer onderwyl hy noodwerk verrig nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n funksiewag, los werknemer, lyfwag of skeepswag, op iedere voltooide tydperk van twaalf maande in sy diens een-en-twintig opeenvolgende kalenderdae verlof toestaan en sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgever bepaal: Met dien verstande—

- dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne vier maande ná voltooiing van

twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (iii) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (a) At the written request of an employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

- (i) that such request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates; and
- (ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

(b) The provisions of sub-clause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.

(4) At the written request of an employee the employer may, in lieu of granting the leave prescribed for such employee in sub-clause (1), pay to such employee not less than the amount which the employer would have had to pay to such employee in respect of such leave if the leave were granted: Provided—

- (i) that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment;
- (ii) that such employee makes such request before the expiration of the period of twelve months to which the leave relates; and
- (iii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such a request for a period of not less than three years from such date.

(5) *Leave Remuneration.*—The remuneration in respect of the leave prescribed in sub-clause (1), read with sub-clause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(6) An employee whose contract of employment terminates during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-fourth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the third proviso to sub-clause (2), and provided further that an employee shall not be entitled to any payment by virtue of this sub-clause—

- (i) if he leaves his employment without having given the notice prescribed in clause 9, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) if he leaves his employment without cause recognised by law as sufficient; or
- (iii) if he is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice.

(7) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(8) For the purpose of this clause the expression "employment" shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 9, pays an employee in lieu of notice of termination of employment;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7;
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate, in any one year to not more than ten weeks; and
- (c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

die twaalf maande diens waarop dit betrekking het of, as die werkgewer en werknemer daartoe skriftelik ooreengekom het voor verstryking van die gemelde tydperk van vier maande, moet die werkgewer aan die werknemer sodanige verlof toestaan vanaf 'n datum nie later as twee maande na verstryking van die gemelde tydperk van vier maande nie;

- (ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding kragtens die Verdedigingswet, 1957, nie;
- (iii) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-entwintig maande diens laat ooploop: Met dien verstande—

- (i) dat sodanige werknemer dié versoek doen binne vier maande na verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en
- (ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

(b) Die bepalinge van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule bedoel.

(4) Op die skriftelike versoek van 'n werknemer kan die werkgewer in plaas van die verlof vir sodanige werknemer in subklousule (1) voorgeskryf toe te staan, aan sodanige werknemer minstens die bedrag betaal wat hy aan hom sou moes betaal het indien die verlof wel toegestaan was: Met dien verstande—

- (i) dat sodanige betaling in plaas van verlof hoogstens een keer in elke twee opeenvolgende tydperke van twaalf maande diens mag geskied;
- (ii) dat sodanige werknemer sodanige versoek doen voor afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het; en
- (iii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar vanaf sodanige datum bewaar.

(5) *Verlofbeloning.*—Die beloning ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(6) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van twaalf maande eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opge-loop het, moet by sodanige diensbeëindiging, benewens enige ander beloning wat aan hom verskuldig mag wees, vir elke voltooië maand van sodanige dienstermyn 'n bedrag betaal word van minstens een-vierde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van enige verloftyd wat hy ingevolge die derde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

- (i) wat sy diens verlaat sonder dat hy die dienskontrak opgesê het soos by klousule 9 voorgeskryf word, tensy die werkgewer van sodanige opsegging afgesien het of die werknemer die werkgewer in plaas van opsegging betaal het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder opsegging ontslaan word om 'n rede wat vir sodanige ontslag sonder opsegging regtens genoegsaam is,

tot geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(7) 'n Werknemer wat geregtig geword het tot 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

(8) By die toepassing van hierdie klousule word die uitdrukking „diens” geag ook te omvat—

- (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 9 betaal in plaas van die dienskontrak op te sê;
- (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7;
 - (iii) op las of op versoek van sy werkgewer, en wel tot 'n totaal in enige jaar van hoogstens tien weke, en
- (c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om van een tydperk van sodanige opleiding meer dan vier maande as diens te eis nie;

and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of annual leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

7. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a function guard, casual employee, escort or ship guard who is absent from work through incapacity not less than twenty-four work days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) For the purpose of this clause—

(a) the expression "employment" shall be deemed to include—

- (i) any period during which an employee is absent—
 - (aa) on leave in terms of clause 6;
 - (bb) on the instructions or at the request of his employer;
 - (cc) on sick leave in terms of sub-clause (1), amounting in the aggregate, in any year, to not more than ten weeks, and
- (ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop sodanige werknemer die vorige maal geregtig geword het tot verlof ingevolge sodanige wet;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van jaarlikse verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgever in diens getree het of op die datum van die inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n funksiewag, los werknemer, lyfwag of skeepswag, wat weens ongeskiktheid van die werk afwesig is, altesaam minstens vier-en-twintig dae siekteverlof toestaan gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat 'n werknemer gedurende die eerste vier-en-twintig opeenvolgende maande diens nie tot meer siekteverlof met volle betaling geregtig is as een dag in elke voltooide maand diens nie;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, in elke tydkring van vier-en-twintig maande diens altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdade betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) dat indien 'n werkgever ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten aansien van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat indien 'n werkgever by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie.

(2) Voordat 'n werkgever voldoen aan enige eis wat 'n werknemer kragtens hierdie klousule stel ten opsigte van enige afwesigheid uit sy werk vir 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat voorle wat deur 'n geregistreerde geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid aangee.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by die verstryking van gemelde tydkring, of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige verstryking of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

(a) word „diens” geag ook te omvat—

- (i) enige tydperk waarin die werknemer afwesig is—
 - (aa) met verlof ingevolge klousule 6;
 - (bb) op las of versoek van sy werkgever;
 - (cc) met siekteverlof ingevolge subklousule (1); en wel tot 'n totaal in enige jaar van hoogstens tien weke; en
- (ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om van een tydperk van sodanige opleiding meer dan vier maande as diens te eis nie;

en enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van die inwerkingtreding van hierdie Vasstelling word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

- (b) "incapacity" means inability to work owing to any sickness or injury other than that caused by—
- (i) an employee's own misconduct; or
 - (ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

8. UNIFORMS.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform shall remain the property of the employer: Provided that an employer may require an employee to launder any such uniform in which event the employer shall pay such employee an allowance of not less than fifteen cents per week.

9. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a function guard, casual employee, escort or ship guard, who desires to terminate the contract of employment shall give not less than twenty-four hours' notice to terminate the contract, or an employer or employee may terminate the contract without notice by paying the employee or paying to the employer, as the case may be, in lieu of such notice not less than the daily wage which the employee is receiving at the date of such termination: Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

(2) When there is an agreement in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) may be given on any work day: Provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

10. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a function guard, casual employee, escort or ship guard with a certificate of service, substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly or monthly wage at the date of such termination.

H. W. TINDALE, *Chairman.*

P. R. VIVIERS, *Member.*

A. JUYN, *Additional Member.*

J. T. LLEWELLYN, *Secretary.*
Pretoria, 3rd July, 1964.

SCHEDULE.

I/We (a) _____
carrying on trade of Watch Patrol Services at _____
hereby certify that _____
was employed by me/us (a) from the _____ day
of _____ 19____, to the _____ day
of _____ 19____, as (b) _____
At the termination of employment his
wage was _____ rand _____ cent
per week/month (a).

Date _____ Signature of Employer or
Authorised Representative.

- (a) Delete whichever inapplicable.
- (b) State occupation in which employee was wholly or mainly engaged, e.g., watchman, induna, inspector, security guard.

- (b) beteken „ongeskiktheid" die onvermoë om te werk weens siekte of besering behalwe as dit veroorsaak is deur—

- (i) 'n werknemer se eie wangedrag; of
- (ii) 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

8. UNIFORMS.

'n Werkgever moet 'n uniform wat hy vereis dat sy werknemer dra of wat enige wet hom verplig om aan sy werknemer te verskaf, gratis verskaf en in diensbare en sindelike toestand hou, en sodanige uniform bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever kan vereis dat 'n werknemer sodanige uniform was en dan moet die werkgever sodanige werknemer 'n toelae van minstens vyftien sent per week betaal.

9. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n funksiewag, los-werknemer, lyfwag of skeepswag, wat die dienskontrak wil beëindig moet dit minstens vier-en-twintig uur vooruit opse, of 'n werknemer of 'n werknemer kan die kontrak sonder opsegging beëindig deur in plaas van die opsegging aan die werknemer of aan die werkgever, al na gelang van die geval, minstens die bedrag te betaal van die dagloon wat die werknemer ten tyde van die beëindiging ontvang: Met dien verstande dat hierdeur onaangetas gelaat word—

- (i) die reg van 'n werkgever of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n opseggings-termyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- (iii) die werking van verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat sy diens verlaat:

Met dien verstande voorts dat, indien die loon van 'n werknemer teen die datum van die beëindiging reeds weens korttyd verminder is en die werkgever hom betaal in plaas van sy diens op te se, die uitdrukking „ten tyde van sodanige beëindiging ontvang" geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen afrekkings weens korttyd gedoen was nie".

(2) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling in plaas van opsegging eweredig wees aan die ooreengekome opseggings-termyn.

(3) Die opsegging in subklousule (1) voorgeskryf kan op enige werkdag geskied: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;
- (ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie;

(4) Ondanks andersluidende bepalings in hier Vastelling kan 'n werkgever in die geval waarin 'n werknemer sy dienskontrak beëindig deur sy diens sonder opsegging te verlaat of sonder om sy werkgever in plaas van opsegging te betaal, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie Vastelling skuld, aan homself 'n bedrag toëien van hoogstens dié wat sodanige werknemer hom in plaas van opsegging sou moes betaal het.

10. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan die betrokke werknemer, uitgesonderd 'n funksiewag, los-werknemer, lyfwag of skeepswag, 'n dienssertifikaat gee wat wesenlik die vorm het soos in die Bylae tot hierdie Vastelling voorgeskryf en waarin die volle naam van die werkgever en van sy werknemer, die beroep van die werknemer, die aanvangs- en die beëindigingsdatum van die kontrak en die werknemer se week- of maandloon op die datum van sodanige beëindiging aangegee word.

H. W. TINDALE, *Voorzitter.*

P. R. VIVIERS, *Lid.*

A. JUYN, *Addisionele Lid.*

J. T. LLEWELLYN, *Sekretaris.*
Pretoria, 3 Julie 1964.

BYLAE.

Ek/Ons (a) _____
wat Wagpatroliedienste bewys te _____
verklaar hierby dat _____
in my/ons (a) diens was van die _____ dag
van _____ 19____, tot die _____ dag
van _____ 19____, as (b) _____
By diensbeëindiging was sy loon _____ rand
_____ sent per week/maand (a).

Datum _____ Handtekening van werkgever
of sy gemagtigde.

- (a) Skrap wat nie van toepassing is nie.
- (b) Meld die beroep waarin die werknemer uitsluitend of hoofsaaklik in diens was, bv. wag, indoea, inspekteur, veiligheidswag.

No. R. 1964.] [27 November 1964.

WAR MEASURES ACT, 1940

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

WATCH PATROL SERVICES, DURBAN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for Watch Patrol Services, Durban, published under Government Notice No. R. 1963 of the 27th November, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1964.] [27 November 1964.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAES BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

WAGPATROLLIEDIENSTE, DURBAN.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir Wagpatrolliedienste, Durban, gepubliseer by Goewermentskennisgewing No. R. 1963 van 27 November 1964.

M. VILJOEN,
Adjunk-minister van Arbeid.



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