



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1198

Registered at the Post Office as a Newspaper

PRICE 10c PRYS
OVERSEAS 15c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1198

As 'n Nuusblad by die Poskantoor Geregistreer



Vol. 53]

PRETORIA, 14 NOVEMBER 1969
14 NOVEMBER

[No. 2561

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 3748

14 November 1969

WAGE ACT, 1957

WAGE DETERMINATION 316

**WATCH PATROL SERVICES, CERTAIN TRANS-
VAAL AREAS AND SASOLBURG**

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of Watch Patrol Services, Certain Transvaal Areas and Sasolburg, and has fixed the fourth Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply 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 in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging and Westonaria.

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) "casual employee" means an employee who is employed by the same employer on not more than four days in any week; (vi)

(ii) "day" means a period of 24 consecutive hours calculated from the time an employee commences work; (ii)

A-46337

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 3748

14 November 1969

LOONWET, 1957

LOONVASSTELLING 316

**WAGPATROLLIEDIENSTE, SEKERE TRANS-
VAALSE GEBIEDE EN SASOLBURG**

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van Wagpatrolliedienste, sekere Transvaalse Gebiede en Sasolburg, gemaak en die vierde Maandag na datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG 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 diens is, en op die werkgewers van sodanige werknemers in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging en Westonaria.

2. WOORDOMSKRYWINGS

(1) Tensy die sinsverband anders aandui het elke uitdrukking wat in hierdie Vasstelling gebedig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

(i) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in wagpatrolliedienste werksaam is; (iv)

(ii) "dag" 'n tydperk van 24 agtereenvolgende ure, bereken vanaf die tyd dat 'n werknemer begin werk; (ii)

1-2561

(iii) "emergency work" means any guarding or protecting of premises, buildings, structures, property, vehicles, vessels, 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; (vii)

(iv) "establishment" means any premises in or in connection with which one or more employees are employed in Watch Patrol Services; (i)

(v) "induna" means an employee who supervises and instructs watchmen in their duties and who may record the times worked by watchmen and who may interpret or translate Bantu languages; (iii)

(vi) "law" includes the common law; (x)

(vii) "short-time" means any temporary reduction in the number of ordinary hours of work owing to slackness of trade; (iv)

(viii) "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; (v)

(ix) "watchman" means an employee who is engaged in guarding or protecting premises, buildings, structures, property, vehicles, boats or other watercraft; (viii)

(x) "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. (ix)

(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)

	In the Magisterial District of Johannesburg		In all other areas	
	During the first 12 months after this Determination becomes binding	Thereafter	During the first 12 months after this Determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R
Induna....	8.25	8.75	8.00	8.35
Watchman	7.50	8.00	7.10	7.60

(b) *Casual employee.*—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 in the same area 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 50 per cent.

(2) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, 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 subclause (1), read with subclause (3), for an employee of his class in the area in which he works, 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 watchman 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 an induna, shall pay to such watchman in respect of that day not less than the daily wage of an induna: 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 induna to perform the work of a watchman.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by 84.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by six.

(iii) "indoena" 'n werknemer wat wagte in hul pligte onderrig en oor hul werk toesig hou, wat wagte se werktjye mag opteken en Bantoetale mag vertolk of vertaal; (v)

(iv) "korttyd" 'n tydelike vermindering van die aantal gewone werkeure weens 'n slapte in die onderneming; (vii)

(v) "loon" die geldbedrag wat aan 'n werknemer ingevolge klousule 3 (1) betaalbaar is ten opsigte van sy gewone werkeure soos by klousule 5 voorgeskryf: Met dien verstande dat, as 'n werkgewer sy werknemer ten opsigte van sodanige werkeure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (viii)

(vi) "los werknemer" 'n werknemer wat hoogstens vier dae in enige week by dieselfde werkgewer in diens is; (i)

(vii) "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, geweld daad of diefstal noodsaaklik word en sonder versuim moet geskied; (iii)

(viii) "wag" 'n werknemer wat persele, geboue, bouwerke, eiendom, voertuie, skepe of bote of ander watervaartuie bewaak of beskerm; (ix)

(ix) "wagpatrolliedienste" 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; (x)

(x) "Wet" ook die gemene reg. (vi)

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

3. BESOLDIGING

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal is dié hieronder uiteengesit.

a)

	In die landdrosdistrik Johannesburg		In alle ander gebiede	
	Gedurende die eerste twaalf maande na inwerkingtreding van hierdie Vastelling	Daarna	Gedurende die eerste twaalf maande na inwerkingtreding van hierdie Vastelling	Daarna
	Per week R	Per week R	Per week R	Per week R
Indoena...	8.25	8.75	8.00	8.35
Wag.....	7.50	8.00	7.10	7.60

(b) *Los werknemer.*—Ten opsigte van elke dag of gedeelte van 'n dag diens, minstens een-vyfde van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens vyftig persent verminder mag word.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalinge 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 in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone ure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n wag vereis of hom toelaat om vir langer as altesaam een uur op enige dag, of benewens sy eie werk of in die plek daarvan, die werk van 'n indoena te verrig, moet ten opsigte van daardie dag aan sodanige wag minstens die dagloon van 'n indoena betaal: Met dien verstande dat, tensy in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgewer belet om van 'n indoena te vereis om die werk van 'n wag te verrig nie.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur 84.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur ses.

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

(5) *Bicycle allowance.*—An employer who requires or permits an employee to use his bicycle in the performance of his duties or who requires or permits him to use it for the purpose of conveying him between the employer's establishment or between a place of reporting for duty, and the place or places where he is required to perform his duties, shall pay the employee, in addition to any other remuneration due to him—

(a) in the case of a casual employee, not less than 10 cents per day;

(b) in the case of any other employee, not less than 50 cents per week, or, if an employee is only occasionally required or permitted to use his bicycle, not less than 10 cents for each day he so uses his bicycle.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 6 (5), any amount due to an employee, other than a casual employee, shall be paid in cash, weekly or, with the consent of the employee in cash or by cheque, monthly, 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 number of hours worked by the employee during his free period;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

and such envelope or container on which these 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 working hours but not earlier than two hours before the employee is due to commence work on that day or later than 24 hours after he has ceased work on that day.

(2) *Casual employee.*—An employer shall pay the remuneration due to his casual employee 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 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 instructions 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;

(c) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

(5) *Fietstoelae.*—'n Werkgewer wat van 'n werknemer vereis of hom toelaat om in die uitvoering van sy pligte sy eie fiets te gebruik of wat van hom vereis of hom toelaat om dit te gebruik vir sy vervoer tussen sy werkgewer se bedryfsinrigting of tussen 'n plek waar vir diens aangemeld moet word, en 'n plek of plekke waar hy vereis word om sy werk te verrig, moet die werknemer, benewens enige ander besoldiging aan hom verskuldig, die volgende betaal—

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

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepaling van klousule 6 (5), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks 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 geskied, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop aangeteken word, of wat vergesel gaan van 'n staat wat aantoon—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of sy nommer op 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 getal ure wat die werknemer gedurende sy vry periode gewerk het;
- (f) die werknemer se loon;
- (g) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) die besonderhede van enige bedrae wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is, of sodanige staat, word die eiendom van die werknemer: Met dien verstande dat 'n werkgewer by onderlinge ooreenkoms 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 24 uur nadat hy op dié dag ophou met werk nie.

(2) *Los Werknemer.*—'n Werkgewer moet sy los werknemer die besoldiging aan hom verskuldig in kontant by die beëindiging van elke dag se diens betaal: Met dien verstande dat, op versoek van sodanige werknemer, die werkgewer 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 vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie.

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

(5) *Kos en huisvesting.*—Behoudens die bepaling van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om kos of huisvesting of kos en huisvesting van hom of van enigemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes of enige bedrae van sy werknemer se besoldiging 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 bepaling in hierdie Vasstelling telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

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

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's hourly wage (other than that of a casual employee), in respect of each hour of such reduction: Provided that such deduction shall not exceed one-third of the employee's wage, irrespective of the number of hours by which the ordinary hours of work are thus 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.

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—

- (a) in the case of a casual employee, 14 on any day;
- (b) in the case of any other employee, 84 in any week;

(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 subclause (1) shall be overtime but it does not include any time worked by an employee during his free period.

(4) *Limitation of overtime.*—(a) An employer shall not require or permit an employee, other than a casual employee, to work more overtime than 12 hours in any week.

(b) An employer shall not require or permit a casual employee 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—

(a) in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked on any day;

(b) 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) *Free periods.*—An employer shall grant to his employee, other than a casual employee, not less than four free periods of 24 consecutive hours each in every four consecutive weeks of employment: Provided that—

(i) he shall make no deduction from such employee's wage in respect thereof;

(ii) an employer and his employee may agree that the free periods may accrue over a period of not more than 12 consecutive weeks of employment;

(iii) an employer may, in lieu of granting him any such free periods, pay the employee at a rate of not less than double his ordinary wage in respect of the total period worked by him during each such free period, and provided further, that he shall be paid not less than double his daily wage in respect of each such free period;

(iv) where an employee's contract of employment terminates before he has been granted all the free periods to which he has become entitled by virtue of this subclause, his employer shall pay him in respect of each such free period not granted, an amount of not less than his daily wage;

(v) any free period granted, or in lieu of which an employee is paid in terms of this clause, shall, for the purposes of clauses 6 and 7, be deemed to be a day of employment.

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

6. ANNUAL LEAVE

(1) Subject to the provisions of subclauses (2) and (4), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him 21 consecutive days' leave and shall pay such employee in respect of such leave an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en huisvesting of kos of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens—

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

(e) wanneer die gewone werkure in kousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) 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 een derde van die werknemer se weekloon mag wees;

(f) met die toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het aan huur van 'n huis, of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of Bantoeoord onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

5. WERKURE, GEWONE EN OORTYD EN BETALING VIR OORTYD

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

- (a) in die geval van 'n los werknemer, veertien op enige dag, en
- (b) in die geval van enige ander werknemer, vier-en-tagtig in enige week.

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

(3) *Oortyd.*—Alle tyd wat 'n werknemer langer as die gewone werkure in subklousule (1) voorgeskryf, gewerk het, is oortyd maar dit omvat nie enige tydperk wat 'n werknemer gedurende sy vry periode gewerk het nie.

(4) *Beperking van oortydwerk.*—(a) 'n Werkgever mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n los werknemer, langer as twaalf uur oortyd in 'n week werk nie.

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

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

(a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus op enige dag gewerk;

(b) in die geval van enige ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus in enige week gewerk.

(6) *Vry periodes.*—'n Werkgever moet sy werknemer, uitgesonderd 'n los werknemer, in elke vier agtereenvolgende weke diens minstens vier vry periodes van vier-en-twintig uur elk toestaan: Met dien verstande dat—

(i) hy geen aftrekking van sodanige werknemer se loon maak nie;

(ii) 'n werkgever en sy werknemer kan ooreenkom dat die vry periodes oor 'n tydperk van hoogstens twaalf agtereenvolgende weke diens mag oploep;

(iii) 'n werkgever, in plaas daarvan dat hy sodanige vry periode toestaan, die werknemer minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy gedurende elke sodanige vry tydperk gewerk het, en voorts met dien verstande dat hy minstens dubbel sy dagloon ten opsigte van elke sodanige vry periode betaal word;

(iv) indien 'n werknemer se dienskontrak beëindig word voordat al die vry periodes waarop hy ingevolge hierdie subklousule geregtig geword het, aan hom toegestaan is, sy werkgever hom vir elke sodanige vry periode wat nie toegestaan is nie, minstens sy dagloon betaal.

(v) enige vry periode wat toegestaan word, of in plaas waarvan 'n werknemer ingevolge hierdie klousule betaal word, vir die doel van klousules 6 en 7 geag word 'n dag diens te wees.

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

6. JAARLIKSE VERLOF

(1) Behoudens die bepalinge van subklousules (2) en (4) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom, 21 agtereenvolgende dae verlof verleen en moet hy sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 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 may 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) the period of leave shall not be concurrent with sick leave granted in terms of clause 7;

(iii) 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 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided—

(i) that such request is made by such employee not later than four months after the expiration of the first period of 12 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 at least until after the expiration of the period of leave.

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

(4) At the written request of an employee the employer may, in lieu of granting the leave prescribed for such employee in subclause (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 12 months of employment;

(ii) that such employee makes such request before the expiration of the period of 12 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) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (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 12 months of employment before the period of leave prescribed in subclause (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 subclause (2), and provided further that an employee shall not be entitled to any payment by virtue of this subclause—

(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 dismissal without notice.

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (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 such 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;

(2) Die verlof by subklousule (1) voorgeskryf, moet verleen word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

(i) As sodanige verlof nie eerder verleen is nie, dit, behoudens die bepalings van subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het; of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer mag verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is, mag saamval nie;

(iii) 'n werknemer al die dae geleentheidverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oloop: Met dien verstande—

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

(b) Die bepalings van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

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

(i) dat sodanige betaling in plaas van verlof hoogstens een keer in elke twee agtereenvolgende tydperke van 12 maande diens mag geskied;

(ii) dat sodanige werknemer sodanige versoek doen voor verstryking van die tydperk van 12 maande diens waarop die verlof betrekking het; en

(iii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar vanaf sodanige datum bewaar.

(5) Die besoldiging 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 diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging 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 werkgever ten opsigte van enige verloftyd wat hy ingevolge die derde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee wat by klousule 9 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer die werkgever in plaas van kennisgewing betaal het; of

(ii) wat sy diens sonder regsgeldige rede verlaat; of

(iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is,

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

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se dienskontrak eindig voordat sodanige verlof verleen 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 verleen was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 9 betaal in plaas van kennis te gee;

(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 10 weeks,

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 subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, not less than 24 work days' sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at the rate of more than one work day in respect of each completed month of employment;

(ii) 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 24 work days in each cycle of 24 months of employment, except that during the first 24 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 subclause;

(iii) 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) 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 payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(a) for a period covering more than three consecutive days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or any public holiday,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of 24 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 expiration of the said cycle of

(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 werkgever,

en wel tot 'n totaal in enige jaar van hoogstens 10 weke; en word diens geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling ingevolge enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vasstelling in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie daarkragtens op 'n tydperk van jaarlikse verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum van die inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

(1) Behoudens die bepaling van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam minstens 24 werkdae siekteverlof verleen gedurende elke tydkring van 24 agtereenvolgende maande diens by hom en moet hy sodanige werknemer ten opsigte van enige 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 dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie of meer siekteverlof met volle betaling geregtig is nie as een werkdag in elke voltooiende maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydrae, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 24 werkdae in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

(iii) waar 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) indien daar by 'n ander wet van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepaling van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever mag, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) vir 'n tydperk van langer as drie agtereenvolgende dae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of enige openbare vakansiedag,

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor

employment or on termination of employment before such expiration pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(4) For the purpose of this clause—

(a) the expression "employment" shall be deemed to include any period during which an employee is absent—

(i) on leave in terms of clause 6;

(ii) on the instructions or at the request of his employer;

(iii) on sick leave in terms of subclause (1), amounting in the aggregate, in any year, to not more than 10 weeks;

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force 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;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 25 cents every week.

9. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment shall give 24 hours' notice to terminate the contract, or an employer or employee may terminate the contract without notice by paying the employee or paying 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 his 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 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 subclause (1), the payment in lieu of notice shall be for the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any work day: Provided that—

(i) 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 free period granted in terms of clause 5;

(ii) 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

sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hy ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge klousule 6;

(ii) op las of versoek van sy werkgever;

(iii) met siekteverlof ingevolge subklousule (1), en wat in enige jaar altesaam hoogstens tien weke beloop;

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

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke of ander beskermende klere bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werkgever so 'n werknemer 'n toelae van minstens 25 sent per week betaal.

9. BEEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet minstens 24 uur vooraf kennis van die beëindiging van die kontrak gee of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, minstens die dagloon te betaal wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat—

(i) die reg van 'n werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

(ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgever hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, mag op enige werkdag geskied: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6, of enige vry periode wat ingevolge klousule 5 toegestaan is;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalinge in hierdie Vasstelling mag 'n werkgever, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om

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 casual employee, 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.

SCHEDULE

I/We (a) _____
who undertake 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 _____ cents per week/month (a).

Signature of employer or authorised representative.

Date _____

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

sy werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

10. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en wat die volle name van die werkgever en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

BYLAE

Ek/Ons (a) _____
wat Wagpatroliedienste beoefen 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).

Handtekening van werkgever of gemagtigde verteenwoordiger.

Datum _____

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

CONTENTS

No.	PAGE
Labour, Department of	
GOVERNMENT NOTICE	
R.3748 Wage Act, 1957: Wage Determination 316, Watch Patrol Services, certain Transvaal areas and Sasolburg	1

INHOUD

No.	BLADSY
Arbeid, Departement van	
GOEWERMENTSKENNISGEWING	
R.3748 Loonwet, 1957: Loonvasstelling 316, Wagpatroliedienste, sekere Transvaalse gebiede en Sasolburg	1

Die Afrikaanse Woordeboek

VOLUMES I, II, III, IV and V

Copies of the First, Second, Third, Fourth and Fifth Volumes of "Die Afrikaanse Woordeboek" containing the letters A, B, C; D, E, F; G; H, I; and J, K; respectively, are obtainable from the Government Printer, Pretoria and Cape Town at the following prices:—

	Linen Bound.	Leather Bound.
Volume I	R5.50	R7.50
Volume II	R7.00	R11.50
Volume III	R6.00	R10.00
Volume IV	R8.50	R13.50
Volume V	R11.40	R19.05

DELE I, II, III, IV en V

Deel een, twee, drie, vier en vyf van die Afrikaanse Woordeboek bevattende die letters A, B, C; D, E, F; G; H, I; en J, K; respektiewelik, is van die Staatsdrukker, Pretoria en Kaapstad teen die volgende pryse verkrygbaar:—

	Gewone Linneband.	Leerband.
Deel I	R5.50	R7.50
Deel II	R7.00	R11.50
Deel III	R6.00	R10.00
Deel IV	R8.50	R13.50
Deel V	R11.40	R19.05