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GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 320.] [4 Maart 1960.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 198.

WAGPATROLLIEDIENSTE, KAAP.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van wagpatrolliedienste gemaak het en die 28ste dag van Maart 1960, 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 in die landdrosdistrikte Bellville, Die Kaap, Simonstad en Wynberg en in die Munisipale gebied van Kuilsrivier 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.

2. WOORDOMSKRYWING.

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

- (i) „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in Wagpatrolliedienste diens doen; (vi)
- (ii) „dag” ’n tydperk van vier-en-twintig opeenvolgende ure, bereken vanaf die tyd dat ’n werknemer begin werk; (iv)
- (iii) „korttyd” ’n tydelike vermindering van die aantal gewone werkure weens ’n slapte in die bedryf; (ix)
- (iv) „loon” die geldbedrag aan ’n werknemer ingevolge klousule 3 (1) betaalbaar ten opsigte van sy gewone werkure soos voorgeskryf by klousule 5: Met dien verstande dat, as ’n werkgewer sy werknemer ten aansien van sy gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (x)
- (v) „los wag” ’n wag wat hoogstens vier dae in enige week by dieselfde werkgewer in diens is; (ii)
- (vi) „lewenskostoelae” die toelae voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, en soos vertolk by artikel *twee* van die Wet op die Voortsetting van Oorlogsmaatreëls, 1948, en paragraaf (b) van artikel *twee* van die Wet op die Voortsetting van Oorlogsmaatreëls, 1950: Met dien verstande dat, as ’n werkgewer sy werknemer gereeld ’n lewenskostoelae betaal wat hoër is as die wat aldus voorgeskryf is, dit sodanige hoër toelae beteken; (iii)
- (vii) „noodwerk” die bewaking of beskerming van persele, geboue, bouwerke, eiendom, voertuie of watervaartuie wat deur onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal noodsaaklik gemaak word en wel wanneer sodanige bewaking of beskerming sonder versuim moet geskied; (v)

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 320.] [4 March 1960.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 198.

WATCH PATROL SERVICES, CAPE.

By direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him 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 and has fixed the 28th day of March, 1960, 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 Districts of Bellville, the Cape, Simonstown and Wynberg and in the municipal area of Kuilsrivier 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 meanings as in that Act and unless inconsistent with the context—

- (i) “cargo guard” means an employee who, on a ship, is engaged in guarding the cargo of such ship against theft; (ix)
- (ii) “casual watchman” means a watchman who is employed by the same employer on not more than four days in any week; (v)
- (iii) “cost of living allowance” means the allowance prescribed in War Measure No. 43 of 1942, as amended, and as construed in terms of section *two* of the War Measures Continuation Act, 1948, and paragraph (b) of section *two* of the War Measures Continuation Act, 1950: Provided that, where an employer regularly pays an employee a cost of living allowance higher than that so prescribed, it means such higher allowance; (vi)
- (iv) “day” means a period of twenty-four consecutive hours calculated from the time an employee commences work; (ii)
- (v) “emergency work” means any guarding or protecting of premises, buildings, structures, property, vehicles or 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)
- (vi) “Establishment” means any premises in or in connection with which one or more employees are engaged in Watch Patrol Services; (i)
- (vii) “law” includes the common law; (xii)
- (viii) “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; (viii)

- (viii) „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 officier van die skip te rapporteer wanneer enige lid van die skeepsbemannings die skip sonder verlof verlaat; (viii)
- (ix) „vragwag” ’n werknemer wat op ’n skip die vrag van sodanige skip teen diefstal bewaak; (i)
- (x) „wag” ’n werknemer, uitgesonderd ’n vragwag of ’n skeepswag, wat persele, geboue, bouwerke, eiendom, voertuie of watervaartuie bewaak of beskerm; (xi)
- (xi) „wagpatroliedienste” die onderneming waarin werkgewers en werknemers geassosieer is met die doel om persele, geboue, bouwerke, eiendom, voertuie of watervaartuie te bewaak of te beskerm; (xii)
- (xii) „wet” ook die gemene reg. (vii)

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

3. BESOLDIGING.

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

- (a) Vragwag: Een sjieling en ses pennies vir elke uur of deel van ’n uur wat hy op enige dag werk.
- (b) Skeepswag: Een sjieling en drie pennies vir elke uur of deel van ’n uur van die gewone werke wat hy op enige dag werk.
- (c) Wag: £2. 13s. 6d. per week.
- (d) Los wag: Tien sjielings en ses pennies vir elke dag of gedeelte van ’n dag.

(2) *Kontrakbasis*.—By die toepassing van hierdie klousule word die dienskontrak van ’n werknemer, uitgesonderd ’n los wag, vragwag of skeepswag, geag op ’n weeklikse basis te wees en, behoudens soos in klousule 4 (6) bepaal, moet ’n werknemer vir ’n week minstens die volle weekloon betaal word wat in subklousule (1), saamgelees met subklousule (3), vir ’n werknemer van sy klas voorgeskryf word en wel ongeag of hy in dié week die maksimum aantal gewone ure wat vir hom ingevolge klousule 5 geld, dan wel minder, gewerk het.

(3) *Loonberekening*.—(a) Die dagloon van ’n werknemer, uitgesonderd ’n los wag, vragwag 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 wag is sy dagloon gedeel deur veertien en die uurloon van ’n wag is sy weekloon gedeel deur twee-en-sewentig.

(4) *Fietstoele*.—’n Werkgewer wat ’n werknemer verplig of toelaat om ter uitvoering van sy pligte sy eie fiets te gebruik, moet hom benewens enige ander besoldiging aan hom verskuldig, die volgende betaal—

- (a) in die geval van ’n los wag, minstens nege pennies per dag;
- (b) in die geval van enige ander werknemer, minstens drie sjielings en ses pennies per week of, indien die werknemer slegs by geleentheid toegelaat of verplig word om sy eie fiets te gebruik, dan minstens nege pennies vir elke dag waarop hy sy fiets aldus gebruik.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los wagte, vragwagte en skeepswagte*.—Behoudens soos bepaal in klousule 6 (4), moet iedere bedrag verskuldig aan ’n werknemer, uitgesonderd ’n los wag, vragwag of skeepswag, weekliks of maandeliks in kontant betaal word gedurende die werke van die bedryfsinrigting se gewone betaaldag vir sodanige werknemer, of by die diensbeëindiging as dié vóór die gewone betaaldag plaasvind, en sodanige bedrag moet in ’n geslote kovert of houer wees waarop aangegee word of wat vergesel gaan van ’n staat wat aantoon—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of sy nommer in die betaalstaat;
- (c) die getal ure wat die werknemer oortyd gewerk het;
- (d) die werknemer se loon;
- (e) die werknemer se lewenskostetoelae;
- (f) die gegewens omtrent alle aftrekkings;
- (g) die werklike bedrag wat aan die werknemer betaal is; en
- (h) die tydperk ten opsigte waarvan die betaling geskied;

en sodanige kovert of houer wat sodanige gegewens aantoon, of staat, word die eiendom van die werknemer: Met dien verstande dat ’n werkgewer by onderlinge ooreenkomste sy werknemer buite die gewone werke mag betaal maar dan nie vroeër as twee uur voordat die werknemer op dié dag moet begin werk of nie later as twee uur nadat hy op dié dag op-hou nie.

(2) *Los wag, vragwag en skeepswag*.—(a) ’n Werkgewer moet sy los wag die besoldiging aan hom verskuldig in kontant binne 24 uur na die beëindiging van elke dag se diens betaal.

(b) ’n Werkgewer moet sy vragwag of skeepswag die besoldiging aan hom verskuldig in kontant binne 24 uur na die beëindiging van sy werk op elke dag betaal: Met dien verstande dat, as so ’n werknemer werk verrig op twee of meer opeenvolgende

(ix) “short time” means any temporary reduction in the number of ordinary hours of work owing to slackness of trade; (iii)

(x) “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, where 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; (iv)

(xi) “watchman” means an employee, other than a cargo guard or a ship guard, who is engaged in guarding or protecting premises, buildings, structures, property, vehicles or watercraft; (x)

(xii) “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 or watercraft. (xi)

(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 shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

- (a) Cargo guard: One shilling and sixpence for each hour or part of an hour worked on any day.
- (b) Ship guard: One shilling and threepence for each hour or part of an hour of the ordinary hours of work, worked on any day.
- (c) Watchman: £2. 13s. 6d. per week.
- (d) Casual watchman: Ten shillings and sixpence for each day or part of a day.

(2) *Basis of Contract*.—For the purpose of this clause the basis of contract of employment of an employee, other than a casual watchman, cargo guard or ship guard, shall be weekly, 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 applicable to him in terms of clause 5 or less.

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

(b) The monthly wage of an employee shall be his weekly wage multiplied by four and one-third.

(c) The hourly wage of a casual watchman shall be his daily wage divided by fourteen and the hourly wage of a watchman shall be his weekly wage divided by seventy-two.

(4) *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 watchman, not less than ninepence per day;
- (b) in the case of any other employee, not less than three shillings and sixpence per week, or, if an employee is only required or permitted to so use his bicycle for casual trips, not less than ninepence for each day on which casual trips are undertaken.

4. PAYMENT OF REMUNERATION.

(1) *Employees, other than Casual Watchmen, Cargo Guards and Ship Guards*.—Save as provided in clause 6 (4), any amount due to an employee, other than a casual watchman, cargo guard or ship guard, shall be paid weekly or monthly in cash 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 shall be contained in a closed 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 pay-roll number;
- (c) the number of overtime hours worked by the employee;
- (d) the employee's wage;
- (e) the employee's cost of living allowance;
- (f) the details of any deductions made;
- (g) the actual amount paid to the employee; and
- (h) the period in respect of which payment is made,

and such envelope, container, or statement, showing this information, shall become the property of the employee: Provided that by mutual agreement an employer may pay his employee outside the hours of work on such pay day but not earlier than two hours before the employee is due to commence work on that day or later than two hours after he has ceased work on that day.

(2) *Casual Watchman Cargo Guard and Ship Guard*.—(a) An employer shall pay the remuneration due to his casual watchman in cash within 24 hours of completion of each day's work.

(b) An employer shall pay the remuneration due to his cargo guard or ship guard in cash each day within 24 hours of completion of his work: Provided that if such an employee performs work on two or more consecutive days, his employer may pay

dae, sy werkgewer dié besoldiging binne 24 uur na die beëindiging van die werk op die laaste van sodanige opeenvolgende dae kan betaal maar só dat betaling ten minste eenmaal per week geskied.

(3) *Premies*.—Geen betaling mag regstreeks of onregstreeks ten aansien van die indiensneming van 'n werknemer aan 'n werkgewer gedoen of deur hom aangeneem word nie.

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

(5) *Kos en inwoning*.—Behoudens soos in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, bepaal, mag 'n werkgewer sy werknemer nie verplig om by hom of by enige ander persoon of plek deur hom aangewys te eet of in te woon of te eet en in te woon nie.

(6) *Aftekings*.—'n Werkgewer mag sy werknemer geen boetes oplê of van sy werknemer se besoldiging aftekings doen nie: Met dien verstande dat hy die volgende aftekings kan doen:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof, siektetyd, versekerings-, spaar-, voorsorg- of pensioenfonds;
- behoudens waar in hierdie Vasstelling anders bepaal word, telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op basis van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van die afrekking ontvang het;
- iedere bedrag wat 'n werkgewer by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- wanneer 'n werknemer instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag hoogstens gelyk aan die bedrag hieronder:—

	Per week.	Per maand.
	s. d.	£ s. d.
Kos	4 0	0 17 4
Inwoning	2 0	0 8 8
Kos en inwoning	6 0	1 6 0

- wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los wag, vragwag of skepswag) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat sodanige afrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een-derde van die werknemer se weekloon mag wees;
- met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer 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 natuureldorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

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

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

- in die geval van 'n los wag of skepswag, veertien op enige dag, en
- in die geval van enige ander werknemer, twee-en-sewentig in enige week.

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

(3) *Oortyd*.—(a) Alle tyd wat 'n werknemer, uitgesonderd 'n los wag of skepswag, bo twee-en-sewentig uur in enige week werk, word geag oortyd te wees.

(b) Alle tyd wat 'n los wag of skepswag bo veertien uur op enige dag werk, word geag oortyd te wees.

(4) *Beperking van oortyd*.—(a) 'n Werkgewer mag sy werknemer, uitgesonderd 'n los wag of skepswag, nie verplig of toelaat om langer as twaalf uur oortyd in enige week te werk nie.

(b) 'n Werkgewer mag sy los wag, nie verplig of toelaat om langer as twee uur oortyd op enige dag te werk nie.

(5) *Betaling vir oortyd*.—'n Werkgewer moet sy werknemer wat oortyd werk—

- in die geval van 'n los wag of skepswag, minstens een en 'n derde maal sy uurloon betaal vir elke uur of deel van 'n uur oortyd wat hy op enige dag werk, en,
- in die geval van elke ander werknemer, minstens een en 'n derde maal sy uurloon betaal vir elke uur of deel van 'n uur oortyd wat hy in enige week werk.

Met dien verstande dat hy die toepassing van hierdie subklousule die uitdrukking „loon”, die werknemer se loon plus sy lewenskostetoelae beteken.

this remuneration within 24 hours of the completion of the work on the last of such consecutive days but in such a manner that payment takes place at least once a week.

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

- With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
- 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 thereof;
- a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- whenever an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	s. d.	£ s. d.
Board	4 0	0 17 4
Lodging	2 0	0 8 8
Board and lodging	6 0	1 6 0

- whenever the ordinary hours of work prescribed in clause 5 for an employee are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's (other than a casual watchman, cargo guard or ship guard) hourly wage: 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 thus reduced;
- with the written 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 Native 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—

- in the case of a casual watchman or ship guard, fourteen on any day; and
- in the case of any other employee, seventy-two 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*.—(a) All time worked by an employee, other than a casual watchman or ship guard, in any week in excess of seventy-two hours shall be deemed to be overtime.

(b) All time worked by a casual watchman or ship guard on any day in excess of fourteen hours shall be deemed to be overtime.

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

(b) An employer shall not require or permit his casual watchman to work overtime for more than two hours on any day.

(5) *Payment for Overtime*.—An employer shall pay his employee who works overtime—

- in the case of a casual watchman or ship guard, not less than one and one-third times his hourly wage in respect of each hour or part of an hour overtime worked on any day;
- in the case of any other employee, not less than one and one-third times his hourly wage in respect of each hour or part of an hour overtime worked in any week.

Provided that for the purpose of this sub-clause the expression "wage" shall mean an employee's wage plus his cost of living allowance.

(6) *Vrye tyd.*—'n Werkgewer moet sy werknemer, uitgesonderd 'n los wag of 'n skeepswag, in elke vier opeenvolgende weke diens minstens twee dae vry gee: Met dien verstande—

- (i) dat hy dienaangaande geen aftrekking van so 'n werknemer se loon doen nie;
- (ii) dat 'n werkgewer en werknemer kan ooreenkom dat die vrye dae oor 'n tydperk van hoogstens vyftig opeenvolgende weke diens oploep;
- (iii) dat 'n werkgewer die werknemer, in plaas van aan hom sodanige vrye dae toe te staan, vir elke sodanige dag wat nie toegestaan is nie, die loon betaal wat hy sou ontvang het as hy op sodanige vrye dag nie sou gewerk het nie, plus 'n bedrag minstens gelyk aan sy dagloon;
- (iv) dat, indien 'n werknemer se dienskontrak beëindig word voordat al die vrye dae waartoe hy ingevolge hierdie subklousule geregtig geword het aan hom toegestaan is, sy werkgewer hom vir elke sodanige dag wat nie toegestaan is nie minstens sy dagloon betaal;
- (v) dat by die toepassing van hierdie subklousule die uitdrukking „loon” die werknemer se loon plus sy lewenskoste-toelae beteken;
- (vi) dat vir die doeleindes van klousule 6 en 7, enige vrye dag wat ingevolge hierdie subklousule toegestaan word of in plaas waarvan aan 'n werknemer betaal word, geag word 'n dag van diens te wees.

(7) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie van toepassing op 'n vragwag nie.

(b) Die bepalinge van subklousule (2) is nie van toepassing op 'n skeepswag nie.

(c) Die bepalinge van subklousule (4) is nie van toepassing op 'n werknemer terwyl hy noodwerk doen nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los wag, vragwag of skeepswag, ten aansien van iedere voltooide tydperk van twaalf maande in sy diens veertien opeenvolgende dae verlof toestaan en sodanige werknemer ten aansien van sodanige verlof 'n bedrag betaal van minstens tweemaal die weekloon wat hy ontvang het op die dag waarop hy tot sodanige verlof geregtig geword het.

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

- (i) dat as die verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3) só toegestaan moet word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het, of dat, as die werkgewer en werknemer daartoe ooreenkom, die tydperk waarin sodanige verlof toegestaan moet word, verleng kan word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;
- (ii) dat die tydperk van verlof nie mag saamval met siekteverlof wat ingevolge klousule 7 toegestaan is nie, ook nie met enige vrye dae toegestaan ingevolge klousule 5;
- (iii) dat 'n werkgewer alle dae geleentheidsverlof wat aan sy werknemer op dié se skriftelike versoek gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, teen volle betaling toegestaan is, van sodanige tydperk van verlof kan aftrek.

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

- (i) dat die werknemer sodanige versoek doen binne twee maande na afloop van die twaalf maande diens waarop die verlof betrekking het, en
- (ii) die werkgewer die datum van die ontvangs van sodanige versoek daarop aanbring en onderteken en die versoek bewaar vir 'n tydperk van minstens drie jaar vanaf sodanige datum of vanaf die datum van afloop 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) *Verlofbesoldiging.*—Die besoldiging ten aansien van die verlof voorgeskryf in subklousule (1), saamgelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se dienskontrak gedurende enige periode van twaalf maande diens eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten aansien van so 'n periode opgehoort het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat miskien aan hom verskuldig is, vir elke voltooide maand van 'sodanige diensperiode 'n bedrag betaal word van minstens een sesde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten aansien van

(6) *Time-off.*—An employer shall grant his employee, other than a casual watchman or ship guard, not less than two days off in every four consecutive weeks of employment: Provided—

- (i) that he shall make no deduction from the employee's wage in respect thereof;
- (ii) that an employer and his employee may agree that the days off may accrue over a period of not more than fifty consecutive weeks of employment;
- (iii) 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;
- (iv) 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, his employer shall pay him in respect of each such day off not granted an amount of not less than his daily wage;
- (v) that for the purpose of this sub-clause the expression "wage" shall mean an employee's wage plus his cost of living allowance;
- (vi) that any day off 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) *Proviso.*—(a) The provisions of this clause shall not apply to a cargo guard.

(b) The provisions of sub-clause (2) shall not apply to a ship guard.

(c) 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 casual watchman, cargo guard or ship guard, fourteen consecutive days' leave in respect of each completed period of twelve months' employment with him and shall pay such employee in respect of such leave an amount of not less than double the weekly wage which he was receiving on the day on which such leave accrued.

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

- (i) 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 two months after the completion of the twelve months of employment to which it relates, or, if the employer and his employee agree thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor with any days off granted in terms of clause 5;
- (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 two months after the expiry of the first period of twelve months' 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' 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) *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 day before the date of commencement of the leave.

(5) An employee whose contract of employment terminates during any period of twelve months' 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 not less than one-sixth of the weekly wage he was receiving immediately before the date of such termination: Provided

enige verloftyd wat hy ingevolge die derde voorbehoud in 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 om die kennis te gee en die termyn van kennisgewing uit te dien wat hy klousule 9 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

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

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

(7) By die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk of tydperke insluit waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 7;
- (c) op las of versoek van sy werkgewer;

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

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop die reg op verlof ingevolge so 'n wet die werknemer op die vorige maal toegekom het;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling in diens was en vir wie enige wet geld wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van 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 werkgewer in diens getree het of op die datum van die inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

(8) By die toepassing van hierdie klousule beteken die uitdrukking „loon” die werknemer se loon plus sy lewenskoste-toelae.

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los wag, skeeps-wag of vragwag, wat weens ongeskiktheid van sy werk afwesig is, in elke tydkring van vier-en-twintig opeenvolgende maande diens by hom altesaam minstens vier-en-twintig dae siekteverlof toestaan en hy moet aan sodanige werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het, betaal: 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 werkdag in elke voltooide maand diens nie;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer, by ongeskiktheid in die omstandighede in hierdie klousule vermeld, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdade in elke tydkring van vier-en-twintig maande diens, 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 oorskyrte eerste voorbehoud van hierdie subklousule hoef te oorskry nie;
- (iii) dat indien 'n werkgewer 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 ten aansien van enige tydperk van ongeskiktheid wat deur hierdie klousule bedoel word, 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie geld nie.

(2) Voordat 'n werkgewer voldoen aan enige eis wat 'n werknemer kragtens hierdie klousule stel ten aansien van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat geteken deur 'n geneesheer voorleë wat die aard en duur van die werknemer se ongeskiktheid bevestig.

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—

- (i) who leaves his employment without having given and served the period of notice prescribed by clause 9, unless the employer has waived such notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this sub-clause.

(6) An employee who has become entitled to a period of leave prescribed by 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 Determination.

(7) For the purpose of this clause the expression “employment” shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of this clause;
- (b) absent on sick leave in terms of clause 7;
- (c) absent on the instructions or at the request of his employer;

amounting in the aggregate to not more than ten weeks in any year 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, from 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 date of commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Determination, whichever is the later.

(8) For the purpose of this clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual watchman, cargo guard 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 hereof 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' 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 medical practitioner confirming the nature and duration of the employee's incapacity.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid gedurende '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 werkgewer moet, as hy dit nie reeds gedoen het nie, by die afloop van die gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten aansien van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—

- (i) met verlof ingevolge klousule 6,
- (ii) op las of versoek van sy werkgewer,
- (iii) met siekteverlof ingevolge subklousule (1),

en wel tot 'n totaal in enige jaar van hoogstens tien weke; en alle tyd waarin hy by dieselfde werkgewer in diens was onmiddellik voor die datum van die inwerking-treding 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 so 'n tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, dit geag word ongeskiktheid te wees slegs ten aansien van 'n tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge dié Wet betaalbaar is nie;

(c) beteken „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

8. UNIFORMS.

'n Werkgewer wat van sy werknemer vereis om 'n uniform te dra, moet sodanige uniform kosteloos verskaf en dié uniform bly die werkgewer se eiendom.

9. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los wag, vragwag of skeepswag, kan 'n dienskontrak beëindig deur dit minstens vier-en-twintig uur vooruit op te sê; of 'n werkgewer of 'n werknemer kan die kontrak beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die dagloon, wat die werknemer ten tyde van sodanige opsegging ontvang, betaal, of die werknemer aan die werkgewer minstens sy sodanige dagloon betaal of verbeur, al na die omstandighede: Met dien verstande dat hierdeur onaangestas gelaat word—

- (i) die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié in hierdie klousule voorgeskryf;
- (iii) die werking van 'n verbeurings- of straffebeding wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat.

(2) Indien ingevolge die tweede voorbehoud van subklousule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van opsegging cweredig wees aan die ooreengekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf kan op enige dag gegee word: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met, en opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6, ook nie met enige vrye dag toegestaan ingevolge klousule 5;
- (ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 7 die opsegging nie mag geskied nie.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” die werknemer se loon plus sy lewenskoste-toelae.

10. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgewer aan die betrokke werknemer, uitgesonderd 'n los wag, vragwag of skeepswag, 'n dienssertifikaat gee wat in hoofsaak die vorm het van dié in die Bylae tot hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgewer en van sy werknemer, die betrekking van die werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se week- of maandloon ten tyde van die datum van sodanige beëindiging aangegee word.

(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 pay 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 the expression—

(a) “employment” shall be deemed to include any period or periods 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 sub-clause (1),

amounting in the aggregate in any year to not more than ten weeks, 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;

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;

(c) “wage” means an employee's wage plus his cost of living allowance.

8. UNIFORMS.

An employer who requires his employee to wear a uniform shall provide such uniform free of charge and such uniform shall remain the property of the employer.

9. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual watchman, cargo guard or ship guard, who desires to terminate the contract of employment shall give 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 or forfeiting 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.

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

(3) The notice prescribed in sub-clause (1) may be given on any 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 days off granted in terms of clause 5;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) For the purpose of this clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

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 watchman, cargo guard 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 dates of commencement and termination of the contract and his weekly or monthly wage at the date of such termination.

BYLAE.

Ek/Ons: (a)
 wat Wagpatroliedienste te bewys,
 verklaar hierby dat
 van die dag van 19
 tot die dag van 19
 as wag in my/ons (a) diens was.

By diensbeëindiging was sy loon (uitgesonderd lewenskoste-
 toelae) pond sjelings pennies per
 week/maand (a).

Handtekening van werkgewer of
 sy gemagtigde

Datum
 (a) Skrap wat nie van toepassing is nie.

SCHEDULE.

I/We (a)
 carrying on the 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 a watchman.

At the termination of employment his wage (exclusive of cost
 of living allowance) was pounds shillings
 pence per week/month(s).

Signature of Employer or
 Authorised Representatives.

Date
 (a) Delete whichever inapplicable.

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