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GOVERNMENT NOTICE

DEPARTMENT OF INTERNAL AFFAIRS

No. 2332 7 November 1980

UNDESIRABLE PUBLICATIONS OR OBJECTS

A committee referred to in section 4 of the Publications Act, 1974, decided under section 11 (2) of the said Act that the undermentioned publications or objects are undesirable within the meaning of section 47 (2) of the said Act:

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN BINNELANDSE AANGELEENTHEDE

No. 2332 7 November 1980

ONGEWENSTE PUBLIKASIES OF VOORWERPE

'n Komitee bedoel in artikel 4 van die Wet op Publikasies, 1974, het kragtens artikel 11 (2) van genoemde Wet beslis dat die ondergenoemde publikasies of voorwerpe ongewens is binne die bedoeling van artikel 47 (2) van genoemde Wet:

LIST/LYS P80/57

Entry No. Inskrywing No.	Publication or object Publikasie of voorwerp	Author or producer Skrywer of voortbringer	Section 47 (2) Artikel 47 (2)
P80/9/103.....	*Great Political Thinkers* (Second Edition, Enlarged)	William Ebenstein.....	(e)
P80/10/58.....	*Repression and Resistance*—October 1980.....	Radical Students Society, University of Cape Cape Town, Rondebosch	(d)+(e)
P80/10/153.....	*New Africa News*—No 32, October 1980.....	New Africa News Collective, Victoria, Australia	(e)
P80/10/144.....	*Workers, you must Unite!* (Pamphlet/Pamflet)..	Not stated/Nie vermeld nie.....	(e)
P80/10/145.....	*Political Prisoners*... (Pamphlet/Pamflet).....	Projects Comm, members University of Cape Town Rondebosch	(e)
P80/10/146.....	*Staffrider*—Vol 3, No 3, September/October 1980	Ravan Press, Braamfontein.....	(d)
P80/10/182.....	*Constellation of States, The: Neocolonialism and Imperialism the South African Way* (Poster/Plakkaat)	MEDU.....	(e)
P80/10/181.....	*Free Mandela! Free our Leaders!* (Poster/Plakkaat)	MEDU.....	(e)
P80/10/142.....	*Terrorism: The Executive's Guide to Survival*...	Paul Fuqua & Jerry V. Wilson.....	(e)
P80/10/163.....	*Bausteine für Apartheid*.....	Esau du Plessis.....	(e)
P80/10/194.....	*Manifest der Kommunistischen Partei* (i.e. the translation in German of the title "*The Communist Manifesto*" which was previously found to be undersirable/d.i. die vertaling in Duits van die titel "*The Communist Manifesto*" wat voorheen ongewens bevind is)	Karl Marx & Friedrich Engels.....	(e)
P80/10/203.....	*Support "Bus-Boycott" Again* (Pamphlet/Pamflet)	Not stated/Nie vermeld nie.....	(e)
P80/10/204.....	*Bantustans: Homelands: Facts and Findings* (Pamphlet/Pamflet)	Not stated/Nie vermeld nie.....	(e)
P80/11/17.....	*Free Nelson Mandela! Solidarity with South African and Namibian Political Prisoners!* (Poster/Plakkaat)	NUS, London.....	(e)

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in detail the amounts due and payable to such employee and all deductions made from such amounts due and payable.

(4) An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's salary: Provided that—

(a) with the written consent of his employee, deductions may be made by an employer for insurance, pension or medical aid funds, or subscriptions to an association or body recognised by the Council as representative of the majority of dental technicians who are employees;

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

(c) any amount which an employer by law or order of any competent court is required or permitted to make, may be deducted.

(5) Detailed particulars of all payments of salaries and other amounts and deductions made in respect of his employee shall be entered by the employer monthly in a wage register. Every employee shall sign the register monthly opposite the entries made on his behalf in such register.

4. ORDINARY HOURS OF WORK

(1) Save as otherwise provided in this Schedule no employer shall require or permit an employee to work and no such employee shall work—

(a) for more than 42 hours, excluding meal times, in any one week; or

(b) for more than five days in any one week—Monday to Friday; or

(c) on a Saturday; or

(d) for more than eight and a half hours per day from Monday to Thursday and eight hours on Fridays; or

(e) between the hours of 18h00 and 08h00 or females to work after 13h00 on more than five days per week; or

(f) for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that an employee may agree with his employer that the interval may be reduced to not less than thirty minutes. Such agreement must be in writing and shall be retained by the employer for at least one year: Provided further that periods of work interrupted by intervals of less than one hour, unless the proviso above apply, shall be deemed to be continuous.

(2) Save as otherwise provided in this Schedule an employee shall be deemed to be working in addition to any period during which he is actually working—

(a) during the whole of any interval in his work if—

(i) he is not free to leave the premises of his employer for the whole of such interval; or

(ii) the duration of such interval is not shown in the records required to be kept in terms of this Schedule; and

(b) during any other period during which he is on the premises of his employer:

Provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in paragraph *(a)* of this subclause, the presumption provided for in this subclause shall not apply in respect of such employee with reference to that portion of such period.

(3) Notwithstanding the provisions of subclause (1) of this clause, the Council may upon the joint application of an employer and employee, and in accordance with the provisions of clause 15, allow that employee to work on Saturdays in which event the employer shall allow the employee time off of the same number of continuous hours that he worked on such Saturday during the week immediately following such Saturday: Provided that where the Council has approved of an application for an employee to work on Saturdays such employee shall not be permitted or required to work for more than 42 hours during any week: Provided further that the Council may in such event stipulate the number of hours during which such employee shall be required or permitted to work on any day of the week.

(4) For the purpose of subclause 1 *(a)* hereof an employee who does not work on any holiday referred to in clause 8 (7), or who on such day works less than his ordinary working hours for the day of the week on which such day falls, shall be deemed to have worked his average ordinary hours on that day.

(5) *(a)* Every employer shall keep a register in the form prescribed in

baar en alle aftrekkings gemaak van sodanige bedrae verskuldig en betaalbaar.

(4) 'n Werkgewer mag geen boetes hef teen 'n werknemer of enige aftrekkings maak van sy werknemer se salaris: Met dien verstande dat—

(a) met die skriftelike toestemming van sy werknemer mag 'n werkgewer aftrekkings maak ten opsigte van assuransie-, pensioen- of mediese hulpskemas, of subskripsies ten opsigte van 'n vereniging of liggaam wat deur die Raad erken word as verteenwoordigend van die meerderheid van tandtegnici wat werknemers is;

(b) behalwe waar anders bepaal word in hierdie Bylae, indien 'n werknemer van sy werk afwesig was, buite die opdragte of die versoek van sy werkgewer, mag 'n bedrag, proporsioneel tot die tydperk van afwesigheid en bereken volgens die salaris wat die werknemer ontvang ten opsigte van sy gewone werkure tydens sy afwesigheid, afgetrek word.

(c) 'n bedrag wat 'n werkgewer ingevolge 'n Wet, ordonnansie of 'n bevel van 'n hof met regsbevoegdheid toegelaat of beveel word om te betaal, mag afgetrek word.

(5) Uitvoerige besonderhede van alle betalings van salarisse en ander gelde en aftrekkings gemaak ten opsigte van sy werknemer moet maandeliks deur 'n werkgewer in 'n salarisregister ingeskryf word. Elke werknemer moet die register maandeliks onderteken teenoor die inskrywing wat namens hom gemaak is.

4. GEWONE WERKURE

(1) Behoudens andersluidende bepalings in hierdie Bylae mag geen werkgewer van 'n werknemer vereis of hom toelaat om—

(a) langer as 42 uur, uitgesonderd etenstye, in 'n week te werk nie; of

(b) meer as vyf dae in 'n week—Maandag tot Vrydag—te werk nie; of

(c) op 'n Saterdag te werk nie; of

(d) vir meer as agt en een halwe uur per dag van Maandag tot Donderdag en agt uur op Vrydag te werk nie; of

(e) tussen die ure 18h00 en 08h00 of, in die geval van vroue, na 13h00 op meer as vyf dae per week te werk nie; of

(f) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat 'n werknemer met sy werkgewer mag ooreenkom dat 'n pouse verminder mag word tot nie minder as dertig minute nie. Sodanige ooreenkoms moet skriftelik wees en moet deur die werkgewer bewaar word vir ten minste een jaar: Met dien verstande verder dat werktydperke wat onderbreek word deur pouses van minder as een uur, tensy bogenoemde voorbehoudsbepaling van toepassing is, geag word aaneenlopend te wees.

(2) Behoudens andersluidende bepalings in hierdie Bylae word 'n werknemer, benewens enige tydperk waarin hy werklik werk, geag aan die werk te wees—

(a) gedurende die hele pouse in sy werk as—

(i) dit hom nie vry staan om die perseel van sy werkgewer vir dié hele pouse te verlaat nie; of

(ii) die duur van sodanige pouse nie in die registers aangetoon word nie wat ingevolge hierdie Bylae gehou moet word; en

(b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgewer verkeer:

Met dien verstande dat indien daar bewys word dat sodanige werknemer nie gewerk het nie en dat dit hom vry gestaan het om die perseel te verlaat gedurende enige gedeelte van 'n tydperk in paragraaf *(a)* van hierdie subklousule bedoel, die moontlikheid waarvoor daar in hierdie subklousule voorsiening gemaak word, nie ten opsigte van sodanige werknemer in verband met daardie gedeelte van sodanige tydperk van toepassing is nie.

(3) Ondanks die bepalings van subklousule (1) van hierdie klousule, kan die Raad na die gesamentlike aansoek van 'n werkgewer en 'n werknemer, en in ooreenstemming met die bepalings van klousule 15 toelaat dat dié werkgewer op Saterdae werk, in welke geval die werkgewer gedurende die week wat onmiddellik op sodanige Saterdag volg, aan die werknemer vry tyd sal toestaan gelyk aan dieselfde getal aaneenlopende ure wat hy op sodanige Saterdag gewerk het: Met dien verstande dat waar die Raad sy goedkeuring geheg het aan 'n aansoek dat 'n werknemer op Saterdae werk, sodanige werknemer nie toegelaat of daar nie van hom vereis mag word om meer as 42 uur gedurende 'n week te werk nie: Voorts met dien verstande dat die Raad in so 'n geval die getal ure kan neerlê wat van sodanige werknemer vereis of wat hy toegelaat mag word om op enige dag van die week te werk.

(4) Vir die toepassing van subklousule 1 *(a)* hiervan, word 'n werknemer wat nie op 'n vakansiedag bedoel in klousule 8 (7) werk nie of wat op so 'n dag vir 'n korter tydperk werk as sy gewone werkure vir dié dag van die week waarop so 'n dag val, geag sy gemiddelde gewone ure op daardie dag te gewerk het.

(5) *(a)* Elke werkgewer moet 'n register byhou in die vorm in Aan-

Annexure A hereto, in respect of each of his employees, in which such employees shall—

(i) enter daily the particulars of time and overtime worked by him and shall verify such particulars by his signature, and

(ii) enter particulars of the periods during which he was absent from work due to holiday leave, sick leave or for any other reason.

(b) Every employer shall at the end of each month of employment of an employee certify in writing in the register referred to in paragraph *(a)* that the particulars entered by the employee during that month, is true and correct.

5. OVERTIME

(1) Overtime, that is time worked outside the hours specified in clause 4 of this Schedule, may be worked by agreement between the employer and employee.

(2) No employee shall be required to work overtime without his consent, or for more than 10 hours in any one week: Provided that no employer shall require or permit a female employee to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after the completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime, or

(iii) paid such employee a prescribed allowance in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

(4) Payment for overtime shall be made at the following minimum rates:

(a) At double the hourly salary for each hour or part of an hour worked on statutory public holidays, in addition to the remuneration which would have been due to him had he not so worked.

(b) At the rate of one and one-half times the hourly salary for each hour or part of an hour so worked on weekdays, and save as is provided in clause 4 (3), on Saturdays: Provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

(c) Whenever an employee works on a Sunday, his employer shall either—

(i) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday, or double his ordinary rate of pay in respect of the total period worked by him on such Sunday, whichever is the greater; or

(ii) pay the employee remuneration at a rate not less than one and one-half time his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) Notwithstanding the provisions of this clause an employer may, in order to make up time lost through not working on any day (other than those public holidays referred to in clause 6 (7) of this Schedule), permit his employees to work on any day except on a Sunday, prior or subsequent to such day at ordinary rates of pay: Provided that permission has previously been obtained from the Council.

6. PAID LEAVE

(1) Every employer shall grant to every employee employed by him in respect of each period of 12 months' employment with him, leave of absence on full pay as follows:

(a) Eighteen working days if such employee has not been in the continuous employ of any employer for a period of 10 or more than 10 years; and

(b) Twenty-four working days if such employee has been in the employ of any employer for a continuous period of 10 or more than 10 years: Provided that—

(i) once an employee has, in terms of paragraph *(b)* of this subclause, qualified for the right to get 24 working days paid leave per annum, such right shall be retained by him in future irrespective of change of employer and length of service with subsequent employers;

hangsel A hiervan voorgeskryf, ten opsigte van elkeen van sy werknemers, en waarin sodanige werknemers—

(i) daagliks die besonderhede van gewone en oortyd deur hom gewerk moet aanteken en dié besonderhede deur middel van sy handtekening moet bevestig; en

(ii) besonderhede moet aanteken van die tydperke wat hy van die werk afwesig was weens vakansieverlof, siekteverlof of om 'n ander rede.

(b) Aan die einde van elke maand diens van 'n werknemer, moet elke werkgewer in die register in paragraaf *(a)* van hierdie subklousule bedoel, skriftelik sertifiseer dat die besonderhede gedurende daardie maand deur die werknemer aangeteken, waar en juis is.

5. OORTYDWERK

(1) Oortyd, dit wil sê die tyd gewerk buite die ure in klousule 4 van hierdie Bylae gespesifiseer, mag gewerk word volgens ooreenkoms tussen die werkgewer en die werknemer.

(2) Daar mag van geen werknemer vereis word om sonder sy toestemming of vir meer as 10 uur in 'n week oortyd te werk nie: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om soos volg oortyd te werk nie:

(a) Vir meer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure tensy hy—

(i) voor middag sodanige werknemer daarvan kennis gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortyd werk moet begin; of

(iii) sodanige werknemer 'n voorgeskrewe toelae betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat daar met die oortydwerk begin moet word.

(3) Geen werknemer mag ontslaan of in sy diens benadeel word nie omdat hy weier om oortyd te werk.

(4) Die minimum besoldiging wat vir oortydwerk betaal moet word, is soos volg:

(a) Dubbel die uurloon vir elke uur of gedeelte van 'n uur op statutêre openbare vakansiedae gewerk, benewens die besoldiging wat aan die werknemer verskuldig sou gewees het as hy nie aldus gewerk het nie.

(b) Een en een-halwe maal die uurloon vir elke uur of gedeelte van 'n uur aldus op weekdae gewerk, en behalwe soos anders bepaal in klousule 4 (3), op Saterdae: Met dien verstande dat indien oortyd op 'n daaglikse grondslag bereken, verskil van die op 'n weeklikse grondslag bereken, die grondslag wat die gunstigste vir die werknemer is, gebruik moet word.

(c) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom—

(i) òf minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of dubbel sy gewone loon ten opsigte van die totale tydperk deur hom op sodanige Sondag gewerk, naamlik die grootste bedrag;

(ii) òf minstens een en een-halwe maal sy gewone besoldiging betaal ten opsigte van die totale tydperk deur hom op sodanige Sondag gewerk en om binne sewe dae van sodanige Sondag af een dag vakansie, toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(5) Ondanks die bepalings van hierdie klousule, kan 'n werkgewer, ten einde tyd in te haal wat verloor is omdat daar nie op 'n dag (uitgesonderd die openbare vakansiedae in klousule 6 (7) van hierdie Bylae bedoel) gewerk is of gewerk sal word nie, sy werknemers toelaat om op enige dag, uitgesonderd 'n Sondag, voor of na so 'n dag teen die gewone salaris te werk: Met dien verstande dat die toestemming van die Raad vooraf verkry is.

6. VERLOF MET BETALING

(1) Elke werkgewer moet aan elke werknemer wat by hom in diens is, ten opsigte van elke tydperk van 12 maande diens by hom, afwesigheidsverlof met volle betaling soos volg toestaan:

(a) Agtien werksdae indien sodanige werknemer nie vir 'n tydperk van 10 of meer as 10 jaar onafgebroke in die diens van enige werkgewer was nie; en

(b) vier-en-twintig werksdae indien sodanige werknemer vir 'n onafgebroke tydperk van 10 of meer as 10 jaar in die diens van enige werkgewer was: Met dien verstande dat—

(i) sodra 'n werknemer, ingevolge paragraaf *(b)* van hierdie subklousule, daarop geregtig geword het om 24 dae verlof met betaling per jaar te ontvang, sodanige reg deur hom in die toekoms behou word ongeag 'n verandering van werkgewer en dienstydperk by latere werkgewers;

(ii) an employee may, at his request, be permitted to split and take his leave in shorter periods than those referred to in paragraphs *(a)* and *(b)* of this subclause: Provided that at least one period shall not be shorter than two consecutive weeks;
(iii) any period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military training in terms of the Defence Act, 1957; and
(iv) if any public holiday referred to in subclause (7) hereof or a Saturday or Sunday falls within any period of such leave, such holiday, Saturday or Sunday shall be added to the said period as a further period of leave of absence on full pay.
(v) if the last working day before an employee goes on leave is a Friday, the first recorded day of his leave shall be the Monday following such Friday; and
(vi) in the case of an employee who served for a continuous period of 10 or more than 10 years with the same employer as a dental technician outside the Republic of South Africa, such period, as accepted by the Council, shall be taken into consideration in establishing whether such employee is entitled to 24 working days paid leave.

(2) Such leave as set out under subclause (1) of this clause shall be granted to the employee on a date to be fixed by the employer but not later than four months after the termination of 12 months of employment: Provided that if an employee has agreed thereto in writing, before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

(3) The employer shall pay an employee to whom leave has been granted under subclause (1), his pay in respect of the period of leave, not later than the last working day of the employee immediately preceding such period of leave.

(4) An employee whose 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—
(a) in the case of an employee referred to in subclause (1) *(a)*, one-fourth; and
(b) in the case of an employee referred to in subclause (1) *(b)*, one-third;
of the weekly salary he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any days of leave granted to the employee with full pay before termination of employment. Provided further that an employee—
(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of 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 subclause.

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

(6) Any period during which an employee—
(a) is on leave in terms of subclause (1); or
(b) undergoes military training in terms of the Defence Act 1957, or
(c) is absent from work on the instruction or at the request of the employer; or
(d) is absent on sick-leave as prescribed in clause 7 of this Schedule, or absent in terms of the provisions contained in clause 9 (2) of this Schedule;
shall be deemed to be employment for the purpose of subclauses (1) and (4).

(7) Employees shall be entitled to leave on full pay on all statutory public holidays.

(8) For the purpose of this clause employment shall be calculated from the date on which the employee last became entitled to annual leave on full pay, or the date of engagement whichever is the later, but not earlier than a date one year prior to the coming into operation of this Schedule.

(ii) 'n werknemer, op sy versoek, toegelaat mag word om sy verlof te verdeel en dit in korter tydperke te neem as dié wat in paragrawe *(a)* en *(b)* van hierdie subklousule bedoel word: Voorts met dien verstande dat een van die tydperke minstens twee agtereenvolgende weke moet wees;
(iii) 'n verloftydperk nie mag saamval nie met 'n kennisgewingtydperk van diensbeëindiging van 'n werknemer of 'n tydperk waarin hy militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957; en
(iv) indien 'n openbare vakansiedag in subklousule (7) hiervan bedoel of 'n Saterdag of Sondag, binne die tydperk van sodanige verlof val, sodanige vakansiedag of Saterdag of Sondag by genoemde tydperk bygetel word as 'n verdere tydperk van afwesigheidsverlof met volle betaling.
(v) indien die laaste werkdag voordat 'n werknemer met verlof gaan op 'n Vrydag val, is die eerste aangetekende dag van sy verlof die Maandag wat op sodanige Vrydag volg; en
(vi) in die geval van 'n werknemer wat vir 'n aaneenlopende tydperk van 10 of meer as 10 jaar by dieselfde werkgewer as 'n tandtegnikus buite die Republiek van Suid-Afrika in diens was, word sodanige tydperk soos deur die Raad aanvaar, in aanmerking geneem wanneer daar bepaal word of sodanige werknemer op 24 dae verlof met betaling geregtig is.

(2) Dié verlof soos in subklousule (1) van hierdie klousule uiteengesit, moet aan die werknemer toegestaan word op 'n datum wat deur die werkgewer vasgestel word, maar nie later nie as vier maande na die verstryking van 12 maande diens: Met dien verstande dat indien 'n werknemer voor die verstryking van genoemde tydperk van vier maande, skriftelik daartoe instem, sy werkgewer sodanige verlof aan hom kan toestaan met ingang van 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande.

(3) Die werkgewer moet 'n werknemer aan wie verlof ingevolge subklousule (1) toegestaan is, sy salaris ten opsigte van die verloftydperk betaal nie later nie as die laaste werkdag van die werknemer onmiddellik voor sodanige verloftydperk.

(4) Aan elke werknemer wie se dienste beëindig word gedurende enige tydperk van 12 maande van diens voordat die verloftydperk voorgeskryf in subklousule (1) aan hom toekom, moet by diensbeëindiging en addisioneel tot enige ander gelde wat hom mag toekom, ten opsigte van elke voltooide maand wat hy aldus in diens was 'n bedrag betaal word wat nie minder is as—
(a) in die geval van 'n werknemer waarna verwys word in subklousule 1 *(a)*, een-kwart; en
(b) in die geval van 'n werknemer waarna verwys word in subklousule 1 *(b)*, een-derde;
van die weeklikse salaris wat die werknemer ontvang het op 'n datum wat sy diensbeëindiging onmiddellik voorafgaan: Met dien verstande dat 'n werkgewer 'n proporsionele aftrekking mag maak van sodanige betaling ten opsigte van enige verlof wat met volle betaling aan die werknemer voor diensbeëindiging toegestaan was: Met dien verstande verder dat 'n werknemer—
(i) wat sy diens verlaat sonder kennisgewing en uitdiening van sy kennisgewingtydperk soos vereis in klousule 12, tensy sy werkgewer afstand gedoen het van sodanige kennisgewing of die werknemer sy werkgewer uitbetaal het in die plek van kennisgewing; of
(ii) wat sy diens verlaat sonder 'n regsgeldige rede; of
(iii) wat ontslaan is deur sy werkgewer sonder kennisgewing om 'n regsgeldige rede;
is nie geregtig op enige betaling ingevolge die bepalings van hierdie subklousule nie.

(5) 'n Werknemer wat geregtig was op 'n verloftydperk soos voorgeskryf in subklousule (1) gelees met subklousule (3) en wie se diens beëindig word voordat sodanige verlof aan hom toegestaan was, moet 'n bedrag betaal word wat hy sou ontvang het ten opsigte van sodanige verlof indien die verlof aan hom toegestaan was ten tye van sy diensbeëindiging.

(6) Alle tydperke waarin 'n werknemer—
(a) met verlof is ooreenkomstig subklousule (1); of
(b) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957; of
(c) van die werk afwesig is op las of op versoek van die werkgewer; of
(d) afwesig is met siekteverlof soos voorgeskryf in klousule 7 van hierdie Bylae of afwesig is ooreenkomstig die bepalings van klousule 9 (2) van hierdie Bylae;
word geag diens te wees vir die toepassing van subklousules (1) en (4).

(7) Werknemers is geregtig op verlof met volle betaling op alle statutêre openbare vakansiedae.

(8) Vir die toepassing van hierdie klousule, word diens gereken met ingang van die datum waarop die werknemer laas op jaarlikse verlof met volle betaling geregtig geword het of die datum van indiensneming, naamlik die jongste datum, maar nie van 'n vroeër datum af as een jaar voor die inwerkingtreding van hierdie Bylae nie.

(9) *(a)* At the written request of his employee an employer may permit an employee to accumulate up to 10 working days leave per year over a period of not more than 36 months of employment: Provided—

(i) that the 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 receipt, of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

(b) Accumulated leave can be taken at any time as agreed upon between the employer and the employee: Provided that leave accumulated over a period of 36 months shall be granted and taken within a period of 60 days commencing from the date of expiry of the period of 36 months. If such accumulated leave is not granted or taken as aforesaid the employer shall upon the expiry of the said 60 days pay to the employee an amount, to be determined in terms of subclause (5), in respect of such accumulated leave.

(c) If, upon termination of employment an employee has any accumulated leave to his credit, the employer shall upon the last working day of the employee pay to such employee an amount to be determined in terms of subclause (5), in respect of such accumulated leave.

(10) An employee, whose sick leave as prescribed by Clause 7 becomes exhausted whilst being absent as a result of sickness, shall be allowed to extend his absence on full pay by taking any paid leave which have accrued to the date on which his sick leave became exhausted: Provided that—

(a) a medical certificate is produced to his employer in respect of the extended absence and

(b) any paid leave taken in this manner shall be offset from the total paid leave due to the employee.

7. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual or part-time employee, who is absent from work through incapacity not less than 90 days sick leave in the aggregate during each cycle of 36 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 salary he would have received had he worked during such period: Provided that in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than two work days in respect of each completed month of employment.

(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—

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

(b) on the work day immediately preceding a Saturday or Public Holiday, or the work day immediately succeeding a Sunday or a 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 not more than 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 further absence.

(3) For the purpose of this clause the expression—

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

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 6;

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

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks, and

(ii) any period during which an employee is absent undergoing military training or performing military service in terms of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service.

(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

(9) *(a)* Op skriftelike versoek van 'n werknemer mag 'n werkgewer toelaat dat 'n werknemer nie meer as 10 werksdae verlof per jaar oor 'n tydperk van nie meer as 36 maande nie, laat oploop: Met dien verstande—

(i) dat sodanige versoek deur 'n werknemer gemaak word nie later dan vier maande na verstryking van die eerste 12 maande van diens waarop die verlof betrekking het, en

(ii) dat die datum van ontvangs en sy handtekening deur die werkgewer op sodanige versoek aangebring word, wie sodanige versoek moet bewaar minstens tot na verstryking van sodanige verloftydperk.

(b) Opgeloopte verlof kan te eniger tyd geneem word soos ooreengekom tussen 'n werknemer en sy werkgewer: Met dien verstande dat verlof wat oor 'n tydperk van 36 maande opgeloop het toegestaan en geneem moet word binne 'n tydperk van 60 dae na verstryking van die tydperk van 36 maande. Indien sodanige opgeloopte verlof nie toegestaan of geneem word soos hierbo vermeld moet die werkgewer by verstryking van genoemde 60 dae aan die werkgewer 'n bedrag betaal ten opsigte van sodanige opgeloopte verlof, soos bereken ingevolge die bepalings van subklousule (5).

(c) Indien 'n werknemer by diensbeëindiging enige opgeloopte verlof tot sy krediet het moet die werkgewer op die laaste werkdag van sodanige werknemer 'n bedrag aan hom betaal ten opsigte van sodanige opgeloopte verlof, soos bereken ingevolge die bepalings van subklousule (5).

(10) 'n Werknemer wat al sy siekteverlof soos bepaal in klousule 7, verbruik het gedurende afwesigheid met siekte, word toegelaat om sy afwesigheid met volle besoldiging te verleng deur enige verlof wat hom toekom op die datum waarop sy siekteverlof verbruik is, te neem: Met dien verstande dat—

(a) 'n mediese sertifikaat aan sy werkgewer gelewer word ter staving van sy verlengde afwesigheid, en

(b) enige verlof met betaling wat op die wyse geneem word, word afgetrek van die totale verlof met betaling, verskuldig aan die werknemer.

7. SIEKTEVERLOF

(1) 'n Werkgewer moet, onderhewig aan die bepalings van subklousule (2) aan 'n werknemer, behalwe 'n los- of deeltydse werknemer, wat afwesig is van diens weens ongeskiktheid nie minder as 90 dae in totaal siekteverlof toestaan, in elke siklus van 36 aaneenlopende maande van diens by sodanige werkgewer, en moet aan sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie klousule sy salaris betaal wat nie minder is as wat hy sou ontvang het indien hy gewerk het gedurende sodanige tydperk: Met dien verstande dat gedurende die eerste 12 maande van diens sal 'n werknemer nie geregtig wees op siekteverlof met vol betaling vir meer as twee dae ten opsigte van elke voltooide maand van diens nie.

(2) 'n Werkgewer mag as voorafgaande voorwaarde tot die betaling van enige bedrag ge-eis ingevolge hierdie klousule deur 'n werknemer ten opsigte van afwesigheid van diens—

(a) vir 'n tydperk van meer as drie aaneenlopende werkdae; of

(b) op 'n werkdag wat 'n Saterdag of openbare vakansiedag onmiddellik voorafgaan of op 'n werkdag wat onmiddellik volg op 'n Sondag of openbare vakansiedag; vereis dat die werknemer 'n sertifikaat, geteken deur 'n geregistreerde mediese praktisyn, waarin die aard en duurte van die werknemer se ongeskiktheid uiteengesit word, aan hom voorsien word: Met dien verstande dat indien 'n werknemer gedurende 'n tydperk van nie meer as agt weke, afwesig was ingevolge die bepalings van hierdie klousule op twee of meer geleenthede sonder die voorsiening van sodanige sertifikaat, kan die werkgewer gedurende die tydperk van agt weke wat onmiddellik volg op die laaste geleentheid, vereis dat die werknemer sodanige sertifikaat voorsien ten opsigte van enige verdere afwesigheid.

(3) Vir doeleindes van hierdie klousule word die woord—

(a) ,,diens" geag om in te sluit—

(i) enige tydperk waartydens 'n werknemer afwesig is—

(aa) met verlof kragtens die bepalings van klousule 6;

(ab) op las of op versoek van sy werkgewer;

(ac) met siekte verlof kragtens die bepalings van subklousule (1);

wat in totaal nie meer as tien weke per jaar beloop nie, en

(ii) enige tydperk waartydens 'n werknemer afwesig is terwyl hy militêre opleiding ondergaan of militêre diens verrig kragtens die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig sal wees om meer as vier maande van enige tydperk van sodanige opleiding of militêre diens, as diens te eis nie.

(b) ,,ongeskiktheid" beteken die onvermoë om te werk weens enige siekte of besering behalwe siekte of besering veroorsaak deur die werknemer se eie wangedrag: Met dien verstande dat enige sodanige onvermoë om te werk veroorsaak deur 'n ongeluk of 'n gelyste siekte waarvoor vergoeding betaalbaar is krag-

only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. LEAVE BONUS

(1) Every employer shall pay and every employee shall receive a minimum leave bonus equal to one month's salary based on the minimum salary as is prescribed in clause 2.

(2) The leave bonus referred to in subclause (1) shall be paid on the last working day of the month during which is the employee's birthday: Provided that—

(a) if an employee has been in the employment of an employer for a period of less than 12 months on the date on which the leave bonus is payable; or

(b) if the services of an employee is terminated before the leave bonus is payable;

a *pro rata* bonus equal to one-twelfth of the prescribed bonus as calculated in subclause (1) for each completed month of employment, shall be paid.

9. LONG SERVICE BONUS

(1) Every time an employee, after the coming into operation of this Schedule, completes 10 years or a multiple thereof, continuous employment with the same employer, he shall be entitled to a long service bonus of 30 consecutive days leave or payment in lieu of such leave: Provided that the employer of such employee shall have the right to determine whether the employee shall be allowed to take such leave or whether he shall pay the employee out in lieu of such leave: Provided further that the taking of such leave or payment in lieu of such leave shall take place within three months from the date on which an employee became entitled to such leave.

(2) Leave to which an employee becomes entitled in terms of this clause shall be in addition to any other leave which an employee is entitled to in terms of this Schedule.

10. OVERCOATS AND PROTECTIVE CLOTHING

An employer shall supply, free of charge, at least four overcoats or other protective clothing, per annum to every employee in his employ.

11. LIMITATION OF EMPLOYMENT

(1) No employee shall solicit or take orders for or undertake work for gain or otherwise in the Dental Technicians Profession, other than for his employer.

(2) No employee shall be employed by two or more employers who are not in a complete *bona fide* partnership.

12. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of paragraph *(d)* of this subclause not less than one month's notice, in writing, to take effect from the usual pay-day of the employee, shall be given by an employer or employee to terminate a contract of service 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, the wage in respect of the period of notice in lieu of such notice: Provided that this shall not affect—

(a) the right of any employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;

(b) any agreement between the employer and employee, providing for a longer period of notice than one month, of equal duration on either side;
and provided further that—

(c) where there is an agreement in terms of paragraph *(b)* the payment of forfeiture in lieu of notice shall correspond to the period of notice agreed upon;

(d) notwithstanding anything to the contrary contained in this Agreement, the first month of employment will be regarded as a trial period, and the employer or employee, as the case may be, may during that period, give notice in writing of not less than one week of the termination of employment;

(e) the employment of a casual or part-time employee shall be deemed to be on a daily basis and any employer may terminate the services of such employee on 24 hours' notice.

(2) No employer shall dismiss any employee by reason of such employee's absence from work—

(a) through illness: Provided that—

(i) the employer is notified within three days of the commencement of such illness;

(ii) a medical certificate confirming such illness be produced within three days if required by the employer;

tens die Ongevallewet, 1941, slegs as ongeskiktheid beskou sal word tydens enige tydperk waartydens geen vergoeding betaalbaar is ingevolge genoemde Wet.

8. VERLOFBONUS

(1) Elke werkgewer betaal en elke werknemer ontvang 'n minimum verlofbonus gelykstaande aan een maand se salaris gebaseer op die minimum salarisse soos voorgeskryf in klousule 2.

(2) Die verlofbonus waarna verwys word in subklousule (1) word betaal op die laaste werkdag van die maand waarin die werknemer verjaar: Met dien verstande dat—

(a) indien 'n werknemer in diens was van 'n werkgewer vir 'n tydperk van minder as 12 maande op die datum waarop die verlofbonus betaalbaar is; of

(b) indien die dienste van 'n werknemer beëindig word voordat die verlofbonus betaal is;

word 'n *pro rata* gedeelte van die verlofbonus gelykstaande aan eentwaalfde van die voorgeskrewe bonus soos bereken kragtens subklousule 1, betaal ten opsigte van elke voltooide maand van diens.

9. LANGDIENSBONUS

(1) Elke keer wanneer 'n werknemer, na inwerkingtreding van hierdie Bylae, 10 jaar of 'n veelvoud daarvan, aaneenlopende diens voltooi het by dieselfde werkgewer is hy geregtig op 'n langdiensbonus van 30 dae aaneenlopende verlof of 'n uitbetaling in plaas van sodanige verlof: Met dien verstande dat die werkgewer van sodanige werknemer die reg sal hê om te besluit of sodanige werknemer die verlof moet neem of dat hy hom sal uitbetaal vir sodanige verlof: Met dien verstande verder dat die neem van gemelde verlof of die uitbetaling daarvan moet plaasvind binne drie maande vanaf die datum waarop 'n werknemer geregtig geword het op sodanige verlof.

(2) Verlof waartoe 'n werknemer geregtig is ingevolge die bepalings van hierdie klousule sal bykomstig wees tot enige ander verlof waartoe 'n werknemer geregtig is ingevolge die bepalings van hierdie Bylae.

10. OORJASSE EN BESKERMENDE KLERE

Elke werkgewer moet jaarliks vier oorjasse of ander beskermende klere, gratis aan elke werknemer in sy diens verskaf.

11. WERKBEPERKING

(1) Geen werknemer mag werk vra, bestellings daarvoor neem of dit vir wins of andersins in die beroep van tandtegnikus onderneem nie, behalwe vir sy werkgewer.

(2) Geen werkgewer mag in die diens wees van twee of meer werkgewers nie, behalwe wanneer die werkgewers 'n volledige *bona fide*-vennootskap aangegaan het.

12. DIENSBEËINDIGING

(1) Behoudens die bepalings van paragraaf *(d)* van hierdie subklousule, moet 'n werkgewer of 'n werknemer minstens een maand vooraf skriftelike kennis gee van die beëindiging van 'n dienskontrak, en sodanige kennisgewingstermyn loop vanaf die gewone betaaldag van die werknemer, of 'n werkgewer of 'n werknemer mag die kontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing die loon ten opsigte van die kennisgewingstermyn aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval: Met dien verstande dat die volgende nie hierdeur geraak word nie:

(a) Die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;

(b) 'n ooreenkoms tussen die werkgewer en werknemer; waarin voorsiening gemaak word vir 'n langer kennisgewingstermyn as een maand, wat vir albei partye ewe lank is;
en voorts met dien verstande dat—

(c) waar daar 'n ooreenkoms ooreenkomstig paragraaf *(b)* van hierdie subklousule bestaan, die betaling of verbeuring in plaas van kennisgewing moet ooreenstem met die kennisgewingstermyn waaroor daar ooreengekom is;

(d) ondanks andersluidende bepalings in hierdie Bylae die eerste maand diens as 'n proeftydperk beskou word, en die werkgewer of die werknemer, na gelang van die geval, gedurende daardie tydperk minstens een week vooraf skriftelik kennis van diensbeëindiging kan gee;

(e) die indiensneming van 'n los- of deeltydse werknemer geag moet word op 'n daaglikse grondslag te wees, en 'n werkgewer die dienste van sodanige werknemer kan beëindig deur 24 uur vooraf kennis te gee.

(2) Geen werkgewer mag 'n werknemer ontslaan nie omdat sodanige werknemer van sy werk afwesig is—

(a) weens siekte: Met dien verstande dat—

(i) die werkgewer binne drie dae van die begin van sodanige siekte daarvan in kennis gestel word;

(ii) 'n doktersertifikaat ter stawing van sodanige siekte binne drie dae ingedien moet word, indien die werkgewer dit verlang;

(iii) the period of absence does not exceed 30 days, or in the case of confinement, 12 weeks;

(b) on leave, the permission of the employer having been obtained.

(3) The employment of an employee who absents himself from work for a period of three consecutive days without notifying his employer, may be terminated by the employer without the notice required in subclause (1).

13. REGISTRATION OF EMPLOYEES

(1) *(a)* Every employer shall within one month from the date on which this Schedule comes into operation, apply for the registration of his employees on the form prescribed in Annexure B hereto.

(b) Every employer, shall on becoming an employer after the commencement of this Schedule, apply for the registration of his employees on the form prescribed in Annexure B hereto.

(2) On receipt of the application referred to in subclause (1) the Registrar shall issue a certificate in the form of Annexure C hereto, if he is satisfied that a contract of employment has been entered into and that the provisions of any Act or regulations relating to dental laboratories have been complied with.

(3) If after a registration certificate has been issued to an employer, an employer employs any additional person or terminates the services of any of his registered employees, such employer shall furnish the Registrar with full particulars within seven days from the date hereof. On receipt of such notification the Registrar shall either withdraw or amend any certificate as may be required.

(4) Any employer who has been requested by the Registrar to return the certificate issued to him, shall do so within 14 days from the date of such request.

(5) Where the Registrar, has refused to issue any certificate to an employer, the application shall be referred to the Council by the Registrar.

(6) All registration certificates issued shall be displayed in the laboratory.

14. CERTIFICATES OF SERVICE

Every employer shall, free of charge and at the time notice of termination of employment is given by an employer, or employee, issue to each of his employees who leaves his service a certificate in the form of Annexure D of this Schedule. The employer or his representatives shall sign all certificates, forward one copy of the certificate to the Registrar within seven days from the date of issue, and retain one copy for record.

15. EXEMPTIONS

(1) The Council may grant to or in respect of any person, exemptions from any of the provisions of this Schedule, except clause 13.

(2) The Council shall fix the conditions subject to which such exemption is granted, and the period during which it shall operate, and may after one week's notice in writing, to the persons concerned, withdraw such exemption, whether or not the period for which it was granted has expired.

(3) The Registrar shall issue to every person exempted in accordance with the provisions of this clause, a licence signed by him setting out:

(a) the full name of the person concerned;

(b) the provisions of the Schedule from which exemption is granted;

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted;

(d) the period during which the exemption shall operate.

(4) The Registrar shall—

(a) number consecutively all licences issued;

(b) retain a copy of each such licence issued; and

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(5) Every employer or employee shall observe the provisions of any licence of exemption issued in terms of this clause.

16. EXISTING CONTRACTS

Any contract of service in operation at the date of commencement of this Schedule or concluded subsequent to such date shall be subject to the provisions of this Schedule.

17. ATTENDANCE OF MEETINGS BY EMPLOYEES

No employer shall refuse permission to an employee to attend any meeting of the Council or any committee thereof, of which such employee is a member.

(iii) die afwesigheidstydperk nie langer as 30 dae of, in die geval van 'n bevalling, langer as 12 weke mag wees nie;

(b) met verlof, waarvoor die toestemming van die werkgewer verkry is.

(3) Indien 'n werknemer vir 'n tydperk van drie agtereenvolgende dae van sy werk afwesig is sonder om sy werkgewer daarvan in kennis te stel, kan die werkgewer sy diens beëindig sonder die kennisgewing soos by subklousule (1) vereis.

13. REGISTRASIE VAN WERKNEMERS

(1) *(a)* Elke werkgewer moet binne een maand van die datum waarop hierdie Bylae in werking tree, op die vorm in Aanhangsel B hiervan voorgeskryf, aansoek om die registrasie van sy werknemers doen.

(b) Elke werkgewer moet, sodra hy 'n werkgewer word nadat hierdie Bylae in werking getree het, op die vorm in Aanhangsel B hiervan voorgeskryf, aansoek om die registrasie van sy werknemers doen.

(2) By ontvangs van die aansoek in subklousule (1) bedoel, moet die Registrateur van die Raad 'n sertifikaat in die vorm van Aanhangsel C hiervan uitreik indien hy daarvan oortuig is dat 'n dienskontrak aangegaan is en dat die bepalings van enige wet of regulasie betreffende tandheelkundige laboratoriums nagekom is.

(3) Indien 'n werkgewer 'n addisionele persoon in diens neem of die dienste van enigeen van sy geregistreerde werknemers beëindig nadat 'n registrasiesertifikaat aan hom uitgereik is, moet sodanige werkgewer binne sewe dae van die datum daarvan volledige besonderhede aan die Registrateur verstrek. By ontvangs van so 'n kennisgewing moet die Registrateur òf die sertifikaat intrek òf dit wysig soos vereis mag word.

(4) 'n Werkgewer wat deur die Registrateur versoek is om die sertifikaat wat aan hom uitgereik is, terug te besorg, moet dit binne 14 dae van die datum van sodanige versoek doen.

(5) Waar die Registrateur geweier het om 'n sertifikaat aan 'n werkgewer uit te reik, moet die Registrateur die aansoek na die Raad verwys.

(6) Alle registrasiesertifikate wat uitgereik is, moet in die laboratorium vertoon word.

14. DIENSSERTIFIKATE

Elke werkgewer moet gratis en ten tyde van die kennisgewing van diensbeëindiging deur 'n werkgewer of 'n werknemer, aan elkeen van sy werknemers wat sy diens verlaat 'n sertifikaat in die vorm van Aanhangsel D van hierdie Bylae uitreik. Die werkgewer of sy verteenwoordigers moet alle sertifikate, onderteken, binne sewe dae van die datum van uitreiking een kopie van die sertifikaat aan die Registrateur stuur en een kopie behou vir registerdoeleindes.

15. VRYSTELLINGS

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Bylae, uitgesonderd klousule 15, aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet die voorwaardes van sodanige vrystelling en die geldigheidstydperk daarvan vasstel, en kan na een week se skriftelike kennisgewing aan die betrokke persone, sodanige vrystelling intrek, ongeag daarvan of die tydperk waarvoor dit toegestaan is, verstryk het of nie.

(3) Die Registrateur moet aan elke persoon aan wie vrystelling ooreenkomstig die bepaling van hierdie klousule verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Bylae waarvan vrystelling verleen is;

(c) die voorwaardes vasgestel in ooreenstemming met die bepalings van subklousule (2) van hierdie klousule, waaraan die verlening van sodanige vrystelling onderworpe is;

(d) die tydperk waarin die vrystelling van krag is.

(4) Die Registrateur moet—

(a) alle uitgereikte sertifikate in volgorde nommer;

(b) 'n kopie behou van elke sodanige sertifikaat wat uitgereik is; en

(c) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Alle werkgewers of werknemers moet die bepalings nakom van alle vrystellingsertifikate wat kragtens hierdie klousule uitgereik is.

16. BESTAANDE KONTRAKTE

Alle dienskontrakte wat op die datum van inwerkingtreding van hierdie Bylae van krag is of na dié datum aangegaan word, is aan die bepalings van hierdie Bylae onderworpe.

17. BYWONING VAN VERGADERINGS DEUR WERKNEMERS

Geen werkgewer mag aan 'n werknemer toestemming weier om 'n vergadering van die Raad of 'n komitee daarvan, waarvan sodanige werknemer 'n lid is, by te woon nie.

ANNEXURE A

THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL

ATTENDANCE REGISTER

Name of Employee ..... Occupation ..... Month .....

Date and day of week			Entries to be made by employees										Remarks		
Date	Day of week	Signature	Time of commencing work	Interval off work				Time of finishing work	Overtime work		Total No. hours worked		By employee	By employer	By inspector
				Off	On	Off	On		On	Off	Each day	Each week			

Total number of hours overtime worked during the month .....

Amount paid in lieu of overtime:

R .....

AANHANGSEL A

DIE SUID-AFRIKAANSE RAAD VIR TANDTEGNICI

BYWONINGSREGISTER

Naam van werknemer..... Beroep..... Maand .....

Datum en dag van die week			Inskrywings wat deur werknemers gemaak moet word										Opmerkings		
Datum	Dag van die week	Hand-tekening	Tyd begin werk	Ruspouses				Tyd waarop werk gestaak is	Oortyd-werk		Totale getal ure gewerk		Deur werk-nemer	Deur werk-gewer	Deur in-spek-teur
				Werk gestaak	Werk begin	Werk gestaak	Werk begin		Begin	Gestaak	Elke dag	Elke week			

Totaal getal ure oortyd gedurende maand gewerk.....

Bedrag betaal vir oortydwerk:

R .....

ANNEXURE B

THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL

(Registration of Employees)

NOTIFICATION

1. Name under which business is carried on .....
2. Address at which Laboratory is situated .....
3. Are you a dentist or dental technician contractor? .....
4. If a partnership, give names of partners:

	Name	Occupation (Dentist, etc.)
1.	.....	.....
2.	.....	.....
3.	.....	.....
4.	.....	.....

5. In the case of a Company give names of Directors and shareholders:

	Name	Description (Director, etc.)	Occupation (Dentist, etc.)
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....

6. Particulars of employees (all persons employed in the laboratory)

	Name	Monthly salary (Basic salary only)	Sex	Designation (Dental Technician, etc.)
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....
6.	.....	.....	.....	.....
7.	.....	.....	.....	.....
8.	.....	.....	.....	.....

(Please write name in block letters)

I hereby certify that the above particulars are correct and that no other persons are employed by me in the laboratory or have an interest in the business.

Date at ..... this ..... day of ..... 19.....

.....
Signature of employer or person authorized by him.

AANHANGSEL B

DIE SUID-AFRIKAANSE RAAD VIR TANDTEGNICI

(Registrasie van werknemers)

KENNISGEWING

1. Naam waaronder besigheid gedryf word .....
2. Adres waar laboratorium geleë is .....
3. Is u 'n tandarts of tandtegnikus kontrakteur? .....
4. Indien dit 'n vennootskap is, meld die name van die vennote:

	Naam	Beroep (Tandarts, ens.)
1.	.....	.....
2.	.....	.....
3.	.....	.....
4.	.....	.....

5. In die geval van 'n maatskappy, meld die name van die direkteure en aandeelhouers:

	Naam	Beskrywing (Direkteur, ens.)	Beroep (Tandarts, ens.)
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....

6. Besonderhede van werknemers (Alle persone wat in die laboratorium werksaam is)

	Naam	Maandelikse salaris (slegs basiese salaris)	Geslag	Beroepsbenaming (Tandtegnikus ens.)
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....
6.	.....	.....	.....	.....
7.	.....	.....	.....	.....
8.	.....	.....	.....	.....

(Skryf asseblief name in blokletters)

Hierby sertifiseer ek dat bostaande besonderhede korrek is en dat geen ander persone by my in die laboratorium in diens is of 'n belang in die besigheid het nie.

Op hede die ..... dag van ..... 19.....
in ..... gedateer

.....
Handtekening van werkgewer of persoon deur hom gemagtig.

ANNEXURE C

THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL

REGISTRATION OF EMPLOYEES CERTIFICATE

CERTIFICATE

This is to certify that the undermentioned employees have been registered in the dental laboratory of:

.....

Name	Occupation
1.	.....
2.	.....
3.	.....
4.	.....
5.	.....
6.	.....

Dated at Pretoria ..... day of ..... 19.....

.....
Registrar

Note: This certificate must be posted up in the workshop and produced when required by an inspector.

ANNEXURE D

THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL

CERTIFICATE OF SERVICE

To the Registrar
The Dental Technicians Council
P.O. Box 995
0001 PRETORIA

Name of employer .....

Address of employer .....

.....

Name of employer .....

Address of employee .....

.....

Date of termination of employment .....

Reasons for termination of employment .....

.....

.....

Remuneration paid .....

Date .....

.....
Signature of employer

AANHANGSEL C

DIE SUID-AFRIKAANSE RAAD VIR TANDTEGNICI

REGISTRASIE VAN WERKNEMERS

SERTIFIKAAT

Hierby word gesertifiseer dat die ondergenoemde werknemers geregistreer is in die laboratorium vir tandkundige werk van:

.....

Naam	Beroep
1.	.....
2.	.....
3.	.....
4.	.....
5.	.....
6.	.....

Op hede die ..... dag van ..... 19.....
in Pretoria gedateer

.....
Registrateur

Opmerking: Hierdie sertifikaat moet in die werkwinkel opgeplak wees en getoon word wanneer 'n inspekteur dit vereis.

AANHANGSEL D

DIE SUID-AFRIKAANSE RAAD VIR TANDTEGNICI

DIENSSERTIFIKAAT

Aan die Registrateur
Die S.A. Raad vir Tandtegnici
Posbus 995
0001 PRETORIA

Naam van werkgewer .....

Adres van werkgewer .....

.....

Naam van werknemer .....

Adres van werkgewer .....

.....

Datum van diensbeëindiging .....

Redes van diensbeëindiging .....

.....

.....

Besoldiging betaal, ...

Datum .....

.....
Handtekening van werkgewer

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