

4.5.3.3 short-time is due to foreseen market-related situations, and notice in terms of sub clause 4.5.2 was given to them at least 24 hours before;

4.5.4 Where notice was not given to employees in terms of the above provisions, prior to that short-time commencing, and employees are present for work at the ordinary starting time, they are entitled to be employed for at least a half-day or receive half a day's pay. Where notice of short-time was not given to employees during the morning and they are present for work in the afternoon, they are entitled to be employed for at least two hours or be paid for two hours.

4.5.5 The provisions of this clause shall not apply to a night watchman;

5. LEAVE AND PUBLIC HOLIDAYS

5.1 ANNUAL LEAVE

5.1.1 Every employer shall grant to each of his employees' annual leave on full pay of 15 working days in the case of an establishment working a five-day week and 18 working days in the case of an establishment working a six-day week. All employers shall, no later than two (2) weeks prior to their annual closure/holidays, communicate the official date thereof to all employees. Such leave shall commence on a date arranged between the employer and the employee, but shall not be taken later than 14 months from the date the employee last qualified for leave in terms of paragraph 5.1.2 hereof or from the date the employee entered the service of the employer, whichever date shall be the later. Employers shall provide their employees with their wage/salary confirmation which will include their bonus payment at least twenty-four (24) hours prior to the official annual closure/holiday.

5.1.2 Qualification for such leave shall be 52 weeks continuous employment with the same employer, reckoned from the date on which his last annual leave fell due to or from the date he entered the service of the employer, whichever date shall be the later.

5.1.3 Any period during which an employee –

5.1.3.1 is on leave in terms of this sub clause; or

5.1.3.2 is absent from work on the instructions or at the request of the employer, or is absent from work owing to illness not exceeding 30 working days during any 12 months of employment; or

5.1.3.3 is under notice or is being paid as a result of a fire in terms of clause 9 shall be deemed to be employment for the purposes of clause 5.1.2 and 5.1.4 of this sub clause.

5.1.4 Upon termination of employment, the employer shall pay to the employee leave pay –

5.1.4.1 in full in respect of any period of leave which has accrued to him in terms of sub clause 5.1.1 of this clause but was not granted before the date of termination of the employment; and

5.1.4.2 at the rate of $\frac{3}{52}$ nds of the weekly wage in respect of each completed week worked, and at the rate of $5\frac{3}{4}$ per cent of the weekly wage received in respect of each incomplete week worked