

Labour Job

OFFICIAL GAZETTE

EXTRAORDINARY

OF SOUTH WEST AFRICA

BUITENGEWONE

OFFISIËLE KOERANT

VAN SUIDWES-AFRIKA

PUBLISHED BY AUTHORITY

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Office of the

Kantoor van die

ADMINISTRATOR-GENERAL FOR THE TERRITORY OF SOUTH WEST AFRICA

ADMINISTRATEUR-GENERAAL VIR DIE GEBIED SUIDWES-AFRIKA

DEPARTMENT OF CIVIC AFFAIRS AND MANPOWER

DEPARTEMNET VAN BURGERSAKE EN MANNEKRAG

No. AG. 23 1981

No. AG. 23 1981

WAGE AND INDUSTRIAL CONCILIATION ORDINANCE, 1952 PRINTING AND ALLIED INDUSTRIES — CONCILIATION BOARD AGREEMENT

ORDONNANSIE OP LONE EN NYWERHEIDS-VERSOENING 1952 DRUK- EN AANVERWANTE NYWERHEDE — VERSOENINGS-RAADOORENKOMS

Under the powers vested in me by —

Kragtens die bevoegdheid my verleen by —

- (a) section 46(2)(a) of the Wage and Industrial Conciliation Ordinance, 1952, I hereby declare that the provisions of the Agreement which appears in the Schedule hereto and relates to the Printing and Allied Industries, shall, with effect from the second Monday after the date of publication of this notice and for the period ending 31 De-

- (a) artikel 46(2)(a) van die Ordonnansie op Lone en Nywerheidsversoening 1952, verklaar ek hierby dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Druk- en Aanverwante Nywerhede betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die

ember 1982, be binding upon the employer's organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

- (b) 46(2)(b) of the said Ordinance, I hereby further declare that all the provisions of the Agreement mentioned in paragraph (a), excluding those contained in clause 1(1) and (2) thereof, shall, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1982, be binding upon all other employers engaged in the Printing and Allied Industries in the Territory of South West Africa who have employees who are members of the trade union referred to in paragraph (a) in their employ.

D. J. HOUGH

Administrator-General

Windhoek, 1981

SCHEDULE

AGREEMENT

in accordance with the provisions of the Wage and Industrial Conciliation Ordinance, 1952, made and entered into between the

South West Africa Chamber of Printing

(hereinafter referred to as the "employers" or the "Chamber"), and the

South African Typographical Union

(hereinafter referred to as the "employees" or the "trade union"), being parties to the Conciliation Board.

1. PERIOD OF OPERATION AND SCOPE OF APPLICATION OF AGREEMENT

(1) This Agreement shall come into operation on a date to be fixed by the Administrator-General and shall remain in force until 31 December 1982, or for such period as may be specified by him.

(2) This Agreement shall be observed in the Printing and Allied Industries in the Territory of South West Africa by all employers who are members of the Chamber and by all employees who are members of the trade union.

(3) Notwithstanding subclause (2), this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement.

tydperk wat op 31 Desember 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

- (b) artikel 46(2)(b) van genoemde Ordonnansie, verklaar ek hierby, bykomend by die verklaring in paragraaf (a) gedoen, dat al die bepalings van die Ooreenkoms in genoemde paragraaf (a) vermeld, uitgesonderd dié vervat in klousule 1(1) en (2) daarvan, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1982 eindig, bindend is vir alle ander werkgewers in die Druk- en Aanverwante Nywerhede in die Gebied Suidwes-Afrika wat werknemers wat lede van die in paragraaf (a) genoemde vereniging is, in diens het.

D. J. HOUGH

Administrateur-generaal

Windhoek, 1981

BYLAE

OOREENKOMS

ingevolge die Ordonnansie op Lone en Nywerheidsversoening, 1952, aangegaan tussen die

South West Africa Chamber of Printing

(hierna die "werkgewers" of die "Kamer" genoem), en die

South African Typographical Union

(hierna die "werknemers" of die "vakvereniging" genoem), wat partye by die Versoeningsraad is.

1. GELDIGHEIDSDUUR EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Administrateur-generaal bepaal word en geld tot 31 Desember 1982 of vir sodanige tydperk as wat hy vasstel.

(2) Hierdie Ooreenkoms moet in die Druk- en Aanverwante Nywerhede in die gebied Suidwes-Afrika, nagekom word deur alle werkgewers wat lede van die Kamer is en deur alle werknemers wat lede is van die vakvereniging.

(3) Ondanks subklousule (2), is hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. DEFINITIONS

Unless the contrary appears, any expression used in this Agreement, which is defined in the Wage and Industrial Conciliation Ordinance, 1952, shall have the same meaning as in the ordinance and unless inconsistent with the context —

(1) "designated trade" shall mean one of the following trades: Composing, stereotyping, process engraving, letterpress machine minding, rotary machine minding, lithography, printers' engineering, book-binding and cutting/warehousing;

(2) "remuneration" shall mean any payment made or owing to any person which arises in any manner whatsoever out of employment;

(3) "process engraving" shall mean the making —

(i) of line, halftone and colour separation negatives and the printing on metal of such negatives for the purpose of making line and half-tone blocks for letterpress printing. This process includes etching of line and half-tone blocks for monochrome and colour work, also any work which requires etching, and/or engraving and the routing, bevelling, trimming and mounting of plates and blocks, as well as the setting of mechanical engraving machines;

(ii) a process engraver may also make negatives and positives for photolithography;

(4) "bookbinding" shall include the following operations:

(i) Cutting;

(ii) the operation of machines doing rounding, backing, pad cutting and casing-in in one process;

(iii) adjusting of ruling machines;

(5) "letterpress machine minding" shall mean readying the letterpress machine, regulating the supply of ink, changing gauges, altering the impression or making any other adjustment to the mechanism of any letterpress printing machine capable of doing printing on a sheet larger than 381 x 508 mm;

(6) "Printing and Allied Industries" shall, without in any way limiting the generally accepted meaning thereof, mean those industries, trades or undertakings in which employers and employees are associated in the production of printed matter of any nature whatsoever.

2. WOORDOMSKRYWING

Tensy die teenoorgestelde bedoeling blyk, het elke uitdrukking wat in hierdie Ooreenkoms gebesig en in die Ordonnansie op Lone en Nywerheidsversoening, 1952, omskryf word, dieselfde betekenis as in daardie ordonnansie, en, tensy onbestaanbaar met die samehang, beteken —

(1) "aangewese bedryf" een van die volgende bedrywe: Lettersetwerk, stereotipie, blokmaak, boekdruk masjienbediening, rotasiepersbediening, litografie, drukkersingenieurswerk, boekbind en sny/magasynwerk;

(2) "besoldiging" betaling gedoen of verskuldig aan iemand wat op enige manier hoegenaamd uit diens voortspruit;

(3) "blokmaak" —

(i) die maak van lyn-, raster- en kleurafskedings-negatiewe en die afdruk op metaal van sulke negatiewe af ten einde lyn- en rasterblokke vir boekdrukwerk te maak. Hierdie proses sluit in die ets van lyn- en rasterblokke vir monochroom- en kleurwerk, ook enige werk wat etswerk vereis en/of graveerwerk en die uitsny, skuinssny, afwerk en monteer van plate en blokke, asook die stel van meganiese graveermasjiene;

(ii) 'n blokmaker kan ook negatiewe en positiewe vir fotoligrafie maak;

(4) "boekbind" ook die volgende werksaamhede:

(i) Sny;

(ii) die bediening van masjiene wat in een proses ronding-, kneepvorming-, kussingsny- en inhangwerk doen;

(iii) die stel van linieermasjiene;

(5) "boekdrukmasjienbediening" die boekdrukmasjien toestel, die inktvoer reguleer, peilers verander, die druk wysig of enige ander verstelling doen van die meganisme van enige boekdrukmasjien wat in staat is om drukwerk te doen op 'n vel groter as 381 x 508 mm;

(6) "Druk- en Aanverwante Nywerhede", sonder om die algemeen erkende betekenis daarvan te beperk, die nywerhede, bedrywe of ondernemings waarin werkgewers en werknemers geassosieer is vir die produksie van drukwerk van watter aard ook al;

(7) "Chapel" shall mean a group of employees in any establishment, constituted as a Chapel in terms of the Constitution of the Trade Union;

(8) "short time" shall mean the time actually worked by an employee in an establishment when such time has been reduced to less than the ordinary hours of work specified in this Agreement;

(9) "lithography" shall include all operations in connection with the preparation of plates intended for printing by lithographic process, whether produced by printing down from photolitho negatives and/or positives, or by transferring from type, copper plates or stones, manually or mechanically, and/or offset lithographic machines capable of doing printing on a sheet larger than 381 x 508 mm; also the pulling of proofs on transfer presses;

(10) "Standing Committee" shall mean a committee properly constituted to perform the functions set out in clause 15 of this Agreement;

(11) "rotary machine minding" shall mean readying, regulating the supply of ink, changing gauges, altering the impression or making any other adjustment to the mechanism of any rotary printing machine;

(12) "composing" shall mean work which embraces in whole or in part the operation of typesetting machines, and/or the setting or arranging of type (including the product of typesetting or typesetting machines, but excluding the cutting of rules and spacing material in bulk), blocks, plates and/or other necessary materials into position for printing or embossing or making rubber stamps therefrom, and/or the distribution of such material after use;

(13) "cutting" shall mean operating a guillotine cutting machine, excluding machines designed solely for manual operation;

(14) "stereotyping" shall mean the operation of a stereo moulding press;

(15) "Regional Secretary-Organiser" or "R.S.O." shall mean the local secretary of the South African Typographical Union;

(16) "piece-work" shall mean any system by which an employee's earnings are based on quantity or output of work done, but does not include any scheme approved by the Administrator-General which provides an incentive to improved production;

(17) "task work" shall mean any system of work which requires the completion by an employee of a definite amount of work in a specified time;

(7) "Kapel" 'n groep werknemers in 'n bedryfsinrigting wat as 'n Kapel saamgestel is ingevolge die Konstitusie van die Vakvereniging;

(8) "korttyd" die tyd wat 'n werknemer in 'n bedryfsinrigting inderdaad gewerk het wanneer sodanige tyd verminder is tot minder as die gewone werkure genoem in hierdie Ooreenkoms;

(9) "litografie" ook alle werk in verband met die bereiding van plate bedoel om drukwerk met die litografiese proses gedoen te kry, hetsy deur van fotolitonegatiwe en/of -positiewe af te druk, of deur oor te dra van setsel, koperplate of stene af, met die hand of meganies en/of van rubberdruklitografiese masjien af wat in staat is om drukwerk te doen op 'n vel groter as 381 x 508 mm; ook die trek van proewe op oordraperse;

(10) "Permanente Komitee" 'n behoorlik aangestelde komitee om die funksies te verrig wat in klousule 15 van hierdie Ooreenkoms uiteengesit word;

(11) "rotasiepersmasjienbediener" iemand wat 'n rotasiepersmasjien toestel en die toevoer van ink reël, peilers verander, indrukke wysig, of enige ander verstelling aan die meganisme van enige rotasiepersmasjien maak;

(12) "setwerk" werk wat uitsluitlik of hoofsaaklik met setmasjiene gedoen word, en/of die stel of rangskikking van setsel (met inbegrip van die produk van set- en gietmasjiene, maar nie die sny van lynstawe en spasiemateriaal in grootmaat nie), blokke, plate en/of ander nodige materiaal in posisie vir druk- of reliëfwerk of die maak van rubberstempels daarvan, en/of die distribusie van sodanige materiaal na gebruik;

(13) "sny" die bediening van 'n snymasjien, maar nie snymasjiene wat uitsluitlik met die hand werk nie;

(14) "stereotipeerwerk" die bediening van 'n stereovormpers;

(15) "Streeksekretaris-organiseerder" of "S.S.O." die plaaslike Sekretaris van die South African Typographical Union;

(16) "stukwerk" 'n stelsel waarvolgens 'n werknemer se verdienste gegrond word op die hoeveelheid of omvang van werk gedoen, maar sluit nie 'n skema in nie wat deur die Administrateur-generaal goedgekeur is en wat as aansporing vir verbeterde produksie dien;

(17) "taakwerk" enige werkstelsel wat vereis dat 'n werknemer 'n bepaalde hoeveelheid werk in 'n bepaalde tyd moet voltooi;

(18) "journeyman" shall mean —

- (a) a persons who has served an apprenticeship in a designated trade in the Printing Industry; or
- (b) a person who has passed the necessary trade test;

(19) "Trade Union" shall mean the South African Typographical Union;

(20) "foreman" shall mean an employee placed in charge of an establishment or department thereof, who gives out work to employees under his control and supervises its passage through the establishment or department, and maintains discipline and generally is responsible to the employer for the efficiency of the establishment or department.

3. REMUNERATION

(1) The minimum weekly wages which shall be paid by an employer to and which shall be accepted by each member of the following classes of his employees shall be as set out below:

Foreman.....	R180,00
Journeyman who has passed the necessary trade test	R150,00
Journeyman who has served an apprenticeship in a designated trade in the Printing Industry..	R120,00

(2) Night shift rates shall be 15 per cent above ordinary rates.

(3) Notwithstanding anything to the contrary in this Agreement no provision which prohibits the engagement or employment of any employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

(4) Wage determination:

- (a) The hourly wage of an employee shall be his weekly wage divided by the number of ordinary hours of work prescribed for such an employee in any week.
- (b) The monthly wage of an employee shall be four and one third times his weekly wage.

(18) "vakman" —

- (a) iemand wat 'n vakleerlingskap in 'n aangewese bedryf in die Druknywerheid gedien het; of
- (b) iemand wat in die nodige bedryfstoets geslaag het;

(19) "Vakvereniging" die South African Typographical Union;

(20) "voorman" 'n werknemer wat belas is met die toesig oor 'n bedryfsinrigting of afdelings daarvan, wat werk aan werknemers onder sy beheer uitdeel, asook toesig hou oor die uitvoering daarvan dwarsdeur die bedryfsinrigting of afdeling daarvan, en wat die dissipline handhaaf en teenoor die werkgewer in die algemeen verantwoordelik is vir die doeltreffendheid van die bedryfsinrigting of afdeling.

3. BESOLDIGING

(1) Die minimum weekloon wat deur 'n werkgewer aan elke lid van onderstaande klasse werknemers betaal en deur die werknemers aanvaar moet word, is soos hieronder uiteengesit:

Voorman	R180,00
Vakman wat in die nodige bedryfstoets geslaag het.....	R150,00
Vakman wat 'n vakleerlingskap in 'n aangewese bedryf in die Druknywerheid gedien het.....	R120,00

(2) Nagskoftariewe is 15 persent bo die gewone.

(3) Ondanks andersluidende bepalings van hierdie Ooreenkoms, mag geen bepaling van die indiensneming van of werkverskaffing aan 'n werknemer in enige klas werk of enige voorwaardes verbied, geag word die werkgewer vry te stel van die betaling van besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nagekom het indien sodanige indiensneming of werkverskaffing nie verbied was nie en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of werkverskaffing nie verbied was nie.

(4) Loonberekening:

- (a) Die uurloon van 'n werknemer is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is.
- (b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

4. PIECE OR TASK WORK

Piece-work or taks work shall be prohibited.

5. PAYMENT OF REMUNERATION

(1) Remuneration shall be paid weekly or as mutually agreed upon but at intervals not exceeding one month and not later than 12 noon on the pay day of the firm concerned.

(2) The amount due shall be handed over to the employee in a sealed envelope with full particulars of how the amount is made up.

(3) No deduction or set-off of any description, other than the following, shall be made or allowed from the remuneration due to an employee:

- (a) Where an employee is absent from work on days other than paid holidays, a pro rata amount for the period of such absence;
- (b) any amount due by an employee to the Medical Aid Fund administered by the trade union, provided a request to deduct the amount (whether in a lump sum or in instalments) has been addressed to the employer by the trade union;
- (c) with the written consent of the employee, deductions for —
 - (i) holiday, sick or pension funds, rents, accounts, insurance premiums, saving schemes, repayments of loans by his employer or contributions to a medical aid fund;
 - (ii) contributions to the funds of the trade union or such other deductions as have been approved by the R.S.O. in writing;
- (d) contributions payable by the employees to the pension and joint unemployment funds administered by the trade union;
- (e) any amount which an employer is legally or by any order of any competent court required or permitted to make.

6. HOURS OF WROK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) The ordinary hours of work of an employee covered by the terms of this Agreement shall be 40 hours per five-day working week, and the wages specified herein shall be regarded as the minimum payment for such ordinary hours of work.

4. STUKWERK OF TAAKWERK

Stukwerk of taakwerk word verbied.

5. BETALING VAN BESOLDINGING

(1) Besoldiging moet weekliks betaal word of soos daar onderling ooreengekom word, maar met tussenpose van hoogstens een maand en nie later nie as 12-uur middag op die betaaldag van die betrokke firma.

(2) Die verskuldigde bedrag moet aan die werknemer oorhandig word in 'n verseelde koevert met volle besonderhede van hoe die bedrag saamgestel is.

(3) Geen aftrekking of korting van watter aard ook al, behalwe onderstaande, mag van die besoldiging wat 'n werknemer toekom, gemaak of toegelaat word nie:

- (a) Indien 'n werknemer op ander dae as besoldigde vakansiedae van sy werk afwesig is, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid;
- (b) enige bedrag wat deur 'n werknemer verskuldig is aan die Mediese Hulpfonds wat deur die Vakvereniging geadministreer word, met dien verstande dat 'n versoek om die bedrag af te trek (of in een bedrag of in paaiemente) deur die Vakvereniging aan die werkgewer gerig is;
- (c) met die skriftelike toestemming van die werknemer, aftrekking vir —
 - (i) vakansie-, siekte- of pensioenfondse, huur, rekenings, assuransiepremies, spaarskemas, terugbetaling van lenings deur sy werkgewer of bydraes tot 'n mediese hulpvereniging;
 - (ii) bydraes tot die fondse van die Vakvereniging, of enige sodanige ander aftrekkings wat skriftelik deur die S.S.O. goedgekeur is;
- (d) bydraes wat deur die werknemers betaalbaar is aan die pensioen- en gesamentlike werkloosheidsfondse wat deur die Vakvereniging geadministreer word;
- (e) enige bedrag wat 'n werkgewer wettiglik of op bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek.

6. WERKURE, GEWONE EN OORTYD EN BESOLDIGING VIR OORTYD

(1) Die gewone werkure van 'n werknemer wat onderhewig is aan hierdie Ooreenkoms, is 40 uur per werkweek van vyf dae, en die lone wat hierin bepaal word, moet beskou word as die minimum besoldiging vir sodanige gewone werkure.

(2) The ordinary hours of work of such employees during any working day shall not exceed eight hours, from Monday to Friday: Provided that by mutual agreement an additional one hour per day may be worked at normal rates.

(3) Any day shift shall commence not earlier than 06h00 and finish not later than 18h00. Any regular shift, a portion or the whole of which falls outside these hours, shall be deemed to be a night shift.

(4) A break of not less than one half-hour and not more than two hours shall be granted after every five hours of continuous work and a break of not less than eight hours between shifts in respect of the same employees.

(5) Short time shall be arranged with the Chapel or if there is no Chapel, with the R.S.O. Twelve working hours' notice shall be given before short time is worked. An employer shall pay to any employee working short time not less than 24 hours' wages in any working week.

(6) All time worked in excess of the maximum number of hours prescribed in subclauses (1) and (2) shall be deemed overtime.

(7) Overtime shall be paid at the following rates:

Time and one third for the hours exceeding normal time up to 46 hours; time and one half for the next four hours; thereafter double time in any one week; time worked after 12h30 on Saturdays and all time worked on Sundays shall be paid for at double the normal rate: Provided that payment in respect of any time worked on a Sunday shall not be less than double the remuneration payable in respect of the period ordinarily worked on a week-day: Provided further, however, that night workers engaged on the production of morning newspapers may be required to work on Sunday evenings as part of their regular shifts and shall be paid at the normal night shift rates for all time worked on a Sunday after 14h00.

(8) Time lost by an employee through illness, substantiated by a medical certificate, at the request of the employer, shall not be required to be made up before overtime is calculated.

(9) An employer shall not require a female employee to work overtime —

(a) for more than two hours on any one day: Provided, however, that this provision shall not apply in respect of overtime worked on Saturday mornings;

(2) Die gewone werkure van sodanige werknemers gedurende enige werksdag is hoogstens agt uur van Maandag tot Vrydag, met dien verstande dat 'n bykomende uur per dag by die onderlinge ooreenkoms normale tariewe gewerk kan word.

(3) 'n Dagskof begin op sy vroegste om 06h00, en eindig op sy laatste om 18h00. Enige gewone skof wat geheel of gedeeltelik buite hierdie ure val, word geag 'n nagskof te wees.

(4) 'n Pouse van minstens 'n halfuur en hoogstens twee uur moet na elke vyf uur ononderbroke werk toegestaan word, en 'n pouse van minstens agt uur tussen skofte en opsigte van dieselfde werknemers.

(5) Korttyd moet met die Kapel gereël word of met die S.S.O. indien daar nie 'n Kapel bestaan nie. Twaalf werkure kennis moet gegee word voordat korttyd gewerk word. 'n Werkgewer moet aan 'n werknemer wat korttyd werk, minstens 24 uur aan loongeld in 'n werkweek betaal.

(6) Alle tyd oor die maksimum getal ure voorgeskryf in subklousules (1) en (2) gewerk, moet as oortyd beskou word.

(7) Vir oortyd moet teen die volgende tariewe betaal word:

Een en 'n derde maal die gewone loon vir oortydwerk tot op 46 uur: een en 'n half maal die gewone loon vir die daaropvolgende vier uur; daarna dubbel die gewone loon in 'n enkel week; vir werk ná 12h30 op Saterdag, en alle werk op Sondag word teen dubbel die normale tarief betaal: Met dien verstande dat besoldiging vir enige tyd gewerk op 'n Sondag nie minder mag wees nie as dubbel die besoldiging betaalbaar ten opsigte van die tydperk wat gewoonlik op 'n weekdag gewerk word: Voorts, met dien verstande egter dat daar van nagwerkers betrokke by die produksie van oggendkoerante, vereis kan word om Sondagaande as deel van hulle gereelde skofte te werk, en vir alle tyd gewerk op 'n Sondag ná 14h00 moet hulle teen die normale nagskoftariewe besoldig word.

(8) Die inhaal van tyd wat die werknemer verloor het weens siekte, gestaaf deur 'n mediese sertifikaat op aandrang van die werkgewer, mag nie vereis word voordat oortyd bereken word nie.

(9) 'n Werkgewer mag nie vereis dat 'n vroulike werknemer —

(a) meer as twee uur lank op een dag oortyd werk nie: Met dien verstande egter dat hierdie bepaling nie vir oortydwerk op Saterdagoggende geld nie;

- (b) on more than three consecutive days;
- (c) on more than 60 days in any one year;
- (d) after completion of her daily working hours for more than one hour unless she has been —
- (i) given notice thereof before midday; or
- (ii) provided with an adequate meal before the commenced overtime; or
- (iii) paid an allowance of 50c (fifty cents) in sufficient time to enable her to obtain a meal before she commences working overtime.
- (b) op meer as drie agtereenvolgende dae oortyd werk nie;
- (c) op meer as 60 dae in 'n jaar oortyd werk nie;
- (d) na voltooiing van haar daaglikse werkure meer as een uur oortyd werk nie, tensy —
- (i) sy voor die middag daarvan kennis gekry het; of
- (ii) daar aan haar 'n toereikende maaltyd verskaf is voordat sy met die oortydwerk begin; of
- (iii) 'n toelae van 50c (vyftig sent) betyds ontvang om haar in staat te stel om 'n maaltyd te nuttig voordat sy begin oortyd werk.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to an employee in respect of each completed period of 12 months of employment with him, leave of absence on full pay on the basis as set out below:

<i>length of employment</i>	<i>working days per year</i>
Up to 60 months	15
After 60 months	17
After 96 months	18
After 120 months	20 :

Provided that —

- (a) the length of employment shall be calculated retrospectively from the date the employee commenced service with the employer; and
- (b) not less than 10 working days of the annual leave shall be consecutive and the balance may be accumulative at the request of the employee and with the permission of the employer.

(2) The leave referred to in subclause (1) shall be granted as from a date to be fixed by the employer: Provided that —

- (a) if such leave has not been granted earlier, it shall be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of four months.

7. JAARLIKSE VERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof met volle besoldiging toestaan op die grondslag hieronder uiteengesit:

<i>lengte van diens</i>	<i>werkdae per jaar</i>
Tot 60 maande	15
Na 60 maande	17
Na 96 maande	18
Na 120 maande	20 :

Met dien verstande dat —

- (a) die lengte van diens terugwerkend bereken word vanaf die datum waarop die werknemer by die werkgewer in diens getree het; en
- (b) minstens 10 werkdae van die jaarlikse verlof agtereenvolgend moet wees en die blanas op versoek van die werknemer en met die toestemming van die werkgewer mag ophoop.

(2) Die verlof in subklousule (1) gemeld, moet toegestaan word vanaf 'n datum wat deur die werkgewer vasgestel word: Met dien verstande dat —

- (a) indien dié verlof nie eerde toegestaan is nie, dit toegestaan moet word binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, indien die werkgewer en die werknemer skriftelik daartoe ooreengekom het voor die verstryking van genoemde tydperk van vier