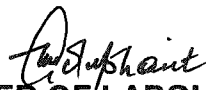


No. R. 666

5 September 2014

LABOUR RELATIONS ACT, 1995
BARGAINING COUNCIL FOR THE LAUNDRY CLEANING AND DYEING
INDUSTRY (KWA ZULU NATAL): EXTENSION TO NON-PARTIES OF THE
MAIN COLLECTIVE AGREEMENT

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) read with 32(3) (b) and (c) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Laundry Cleaning and Dyeing Industry (Kwa Zulu Natal) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 2014 -09- 15 and for the period ending 31 December 2018.


MINISTER OF LABOUR
20/8/2014

SCHEDULE**BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY****(KWA ZULU NATAL)****MAIN COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the –

Kwa Zulu Natal Laundry, Dry Cleaners' and Dyers' Employers Association

hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Southern African Clothing and Textile Workers' Union (SACTWU)

(hereinafter referred to as the "employees" or the "trade union", of the other part, being the parties to the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Kwa Zulu Natal'

PART A**1. SCOPE OF APPLICATION OF AGREEMENT**

- 1.1 The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry as defined in the registered scope of the Council.

"Laundry, Cleaning and Dyeing Industry" means without in any way limiting the ordinary meaning of the expression, the industry carried on in establishments, laundromats/laundrette, in house laundries within commercial sites where articles are laundered, cleaned or dyed to the order of the customers, and shall include depots and/or vehicles where such articles are received in order to be laundered, cleaned or dyed to the customers.

"Laundromats/Laundrette" is an established engaged in the washing, drying and ironing of primary domestic laundry, through coin/token operated automatic machines, using no steam from fuel fired boilers, and available for public use:

"In-house laundries" means laundries that are based within commercial sites that do commercial work for those establishments where articles are laundered, cleaned or dyed.

(a) In the Province of Kwa-Zulu Natal

(b) by all employers who are members of the employers' organisation and who are engaged in the Laundry, Cleaning and Dyeing Industry (Kwa Zulu Natal), and by all employees who are members of the trade union and who are employed in the said Industry;

- 1.2 Notwithstanding the provisions of clause 1, the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in this Agreement and to employers of such employees.

- 1.3 The terms of the Agreement do not apply to non-parties in respect of clauses Part A,(1) (1) (b) and 2.



2. PERIOD OF OPERATION

- 2.1 This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 32 (2) of the Labour Relations Act, of 1995, and shall remain in force until 31 December 2018.

PART B: REMUNERATION

3. MINIMUM WAGES

- 3.1 Minimum wages are prescribed for the Industry in the wage schedule to this Agreement.
3.2 Every employer must pay each employee a wage that is not less than the minimum wage prescribed in the wage schedule for that employee's grade and experience.
3.3 In grading an employee for this purpose he must be put into the grade in which he works most.
3.4 Any employee earning more than the minimum in the wage schedule will continue to receive the higher wage, which will be regarded as his prescribed basic wage.
3.5 The prescribed wages will be negotiated annually.

4. ANNUAL BONUS

- 4.1 Every employee with a full year's service in December each year will receive a bonus as per Annexure A, excluding incentive, attendance or other bonuses.
4.2 Employees having less than a full year's service in December will be paid a pro rata amount for the period worked.

5. OVERTIME RATE

- 5.1 (a) Subject to this clause an employer may not require or permit an employee –
(i) to work overtime except in accordance with an agreement;
(ii) to work more than three hours' overtime a day; or
(iii) ten hours', overtime a week.
(b) An employer must pay an employee at least one and one half times the applicable rates in the Schedule referred to in clause 3 for overtime worked.
5.2 All work done in a laundry or dry cleaner's on a Saturday must be paid at the overtime rate.
5.3 Employees may be required to work overtime on any normal working day, and to work on public holidays, Saturdays and Sundays and will be obliged to work such overtime when requested to do so: Provided they are given at least twenty four hours' notice for ordinary overtime. (24 Hours' Notice)

6. BASIS OF CONTRACT

- 6.1 The basis of contract in this industry for permanent employees is weekly and monthly paid.

7. CALCULATION OF WAGES

- 7.1 All calculations of wages or deductions must be based on the weekly rate. Any fraction of a cent after completing the calculation must be adjusted to the next higher cent.
7.2 An hourly rate is calculated by dividing the weekly rate by the number of ordinary hours in a week.



7.3 A monthly wage is calculated by multiplying the weekly by 4,333.

8. CHANGE IN OCCUPATION

8.1 If an employer requires or permits an employee to work for longer than five hours in an occupation or skill level for which a higher wage is prescribed, then the employer must pay that employee at the higher wage for all the ordinary hours worked on that day even if that employee did not work all hours in that higher level.

9. CASUAL EMPLOYEES

9.1 An employer must pay a casual employee for each day, or part of a day worked, the prescribed weekly wages set out in the wage schedule for his class of work.

9.2 An employer may not employ more than 10% of the number of permanent workers on contract.

9.3 Contract employees are deemed to be permanent after six months.

10. DEDUCTIONS

10.1 An employer may not fine or levy an employee or charge an employee a fee.

10.2 An employer may not deduct an amount from an employee's wages except an amount –

- (a) required by law; or
- (b) required or permitted by this Agreement.

10.3 An employee may authorise the employer to deduct from the employee's wage for –

- (a) a registered sick benefit, medical aid, pension or provident fund;
- (b) insurance, annuity, savings or holiday schemes approved by the Council;
- (c) dues to the union which is a party to the Council;
- (d) any other reason, provided both parties are in agreement.

10.4 The authorisation referred to in clause 10.3 –

- (a) must be in writing;
- (b) does not apply to any fund or scheme established by the Council.

11. PAYMENT OF REMUNERATION

11 (a): LONG SERVICE ALLOWANCE

11.1 (a): An employer must pay a long service allowance of R0.50 cents per week, after ten years of continuous service with the company and thereafter increase this rate annually by R0.10 cents.

11.1.1 Every employer must pay to an employee all the remuneration due each week. By agreement remuneration may be paid fortnightly or monthly, when it may be paid cheque or electronic transfer into the employee's bank account.

11.2 Payment may be made by cheque, bank deposit or cash with the agreement of the employee.

11.3 Payment must be accompanied by a pay-slip giving the following details:

- (a) The name of the employer;
- (b) the name, identity/clock/fund number of the employee;
- (c) employee's occupation/grade;
- (d) total ordinary hours worked;
- (e) overtime hours worked;
- (f) rate of pay;

- (g) any bonuses or allowances;
 - (h) all deductions made;
 - (i) remuneration due;
 - (j) period for which payment is made.
- 11.4 Payment must be made –
- (a) in respect of monthly paid employees, during the last week of the month;
 - (b) in respect of weekly paid employees, at the end of each working week;
 - (c) in respect of casual employees, at the end of each day or period of employment.
- 11.5 Payment in cash must be made –
- (a) in a sealed envelope or container; and
 - (b) during working hours or within 20 minutes at the end of day, or
 - (c) on termination of employment if this occurs before the usual pay day; or
 - (d) when an employee on short time finishes work for the week.
- 11.6 No payment may be made to or accepted by an employer either directly or indirectly in respect of employment or in-house training of an employee.
- 11.7 An employer may not require his employee to purchase any goods from him or from any shop or person nominated by him.
- 11.8 An employer may not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

12. TRANSPORT ALLOWANCE

- 12.1 A transport allowance shall be paid by employers to their employees who are required to work on Sundays.
- 12.2 The transport allowance shall be R42.80 per day.

PART C: HOURS OF WORK

13. ORDINARY HOURS OF WORK

- 13.1 Ordinary hours of work on weekdays (except for a watchman/security guard) must be those hours which may be worked between 06:00 and 18:00.
- 13.2 An employer may not require or permit an employee to work more than –
- (a) in the case of driver, 45 hours/and nine hours on any one day;
 - (b) for all employees employed in a laundry sector, dry cleaner's , and in house laundries 44 hours per week and nine hours on any one day;
 - (c) for casual employees, nine hours on any one day;
 - (d) in the case of an employees employed in a Laundromat, 45 hours per week and nine hours on any one day.
- 13.3 Ordinary hours of work are consecutive except for the specified tea and meal breaks.
- 13.4 The ordinary times of starting and finishing work in clause 13.1 above do not apply to boiler attendants as follows;
- (a) where only one boiler attendant is employed, he may start before 06:00.
 - (b) where two boiler attendants are employed, one may finish later than 18:00.
- 13.5 Working owners and/or working partners engaged in factory production must observe the working hours laid down in this clause.

14. SHORT TIME

- 14.1 An employer may reduce the number of ordinary hours in a day or week on one day's notice to the employees;
- 14.2 The weekly wage may be reduced in respect of each hour of such reduction, provided that irrespective of the number of hours worked, an employer must pay to each employee working short time not less than two-thirds of the ordinary wage.

14.3 If the short time arises because of a general breakdown of plant or machinery, accident or other unforeseen emergency, the first hour of such period must be paid unless notice has been given the day before.

14.4 All decisions to work short time, for whatever reason, must be conveyed to the Secretary of the Council within three days.

15. MEAL AND OTHER INTERVALS

15.1 An employer may not require or permit an employee to work more than five hours continuously without a meal interval of at least one hour, or 30 minutes by agreement.

15.2 No work may be performed during a meal interval.

15.3 The meal interval is not part of the ordinary or overtime hours worked, except that any time taken by a watchman/security guard as a meal interval is part of that employee's ordinary/overtime hours.

15.4 A driver of a motor vehicle or canvasser will remain responsible for a vehicle and its load and will be deemed not to have worked during such interval.

15.5 Intervals of less than one hour, or 30 minutes by agreement, are part of the ordinary or overtime hours of work.

15.6 Every employee must be given at least two rest breaks, one of not less than 15 minutes at about the middle of the first period of the day and another of not less than 10 minutes at about the middle of the second period of the day. These breaks are part of ordinary time.

15.7 The provisions regarding rest intervals may be varied to apply to boiler, attendants, canvassers, canvasser's assistants, delivery hands, drivers and watchmen/security guards.

16. PUBLIC HOLIDAYS

16.1 An employer may not require or permit employees, apart from watchmen/security guards, to work on a public holiday except in accordance with the provision of this Agreement.

16.2 The public holidays are the following:

- | | | | |
|-----|--|---|------------------------|
| (a) | January 1 | : | New Year's Day; |
| (b) | March 21 | : | Human Rights Day; |
| (c) | - | : | Good Friday; |
| (d) | - | : | Family Day; |
| (e) | April 27 | : | Freedom Day; |
| (f) | May 1 | : | Worker's Day; |
| (g) | June 16 | : | Youth Day; |
| (h) | August 9 | : | National Women's Day; |
| (i) | September 24 | : | Heritage Day; |
| (j) | December 16 | : | Day of Reconciliation; |
| (k) | December 25 | : | Christmas Day; |
| (l) | December 26 | : | Day of Goodwill; and |
| (m) | Any other day declared to be a public holiday under section 2A of the Public Holidays Act, 1994. | | |

- 16.3 A public holiday may be exchanged for any other day by agreement.
- 16.4 If a public holiday falls on a Sunday, the following Monday must be a public holiday.
- 16.5 An employer must pay an employee their daily basic wage on public holidays.
- 16.6 If an employee works on a public holiday then the employer must pay that employee his basic wage for the hours worked in addition to the payment in 16.5 above.
- 16.7 A casual employee must be paid at the normal casual rate for the day.
- 16.8 If an employee reports for duty at the request of the employer and is not given work he must be paid for four hours at ordinary rates of pay for that day.
- 16.9 If an employer chooses to shut down on any other religious holiday, the employees must be paid as if they had worked on that day.
- 16.10 If an employer requires employees to work on a public holiday he must give them adequate notice thereof on the previous day.

17. SATURDAYS

- 17.1 All work done on a Saturday must be paid at overtime rates. If an employee reports for duty on a Saturday at the request of the employer and is given no work; he must be paid not less than four hours' at overtime rates of pay.

18. SUNDAYS

- 18.1 If employees work for less than four hours on a Sunday, then the employer must pay those employees their daily basic wage for the day.
- 18.2 If an employee works for longer than four hours on a Sunday, then the employer must pay that employee either –
 - (a) the greater of double the basic hourly rate for the time worked or double the basic daily wage; or
 - (b) 1,333 times the basic hourly rate for the time worked and grant that employee one paid day off work in the next week if the employee agrees.
- 18.3 If an employee reports for duty at the request of the employer and is given no work, he must be paid not less than four hours at ordinary rates of pay.

19. EXCEPTIONS

- 19.1 The provisions concerning meal and rest intervals, consecutive hours of work and limitation of overtime in this Part, do not apply to employees engaged in work required because of a breakdown in machinery or plant or as a result of any other unforeseen emergency: Provided the Secretary of the Council is notified of such breakdown or emergency within three days.

PART D: LEAVE

20. ANNUAL LEAVE

- 20.1 Every employer must grant to each employee, other than a watchman/security guard, on completion of each year of continuous service with him, a minimum of three consecutive weeks' leave on full pay.
- 20.2 An employer of a watchman/security guard must grant to such employee on completion of each year of continuous service with him, three consecutive weeks' leave on full pay.

- 20.3 Every employer must grant to each employee having at least four years continuous service with him, three consecutive weeks' leave on full pay at the completion of the fourth year and for each completed year of employment thereafter, and for each employee having a minimum of more than 10 years continuous service with him, four consecutive weeks' leave on full pay at the completion of more than 10 years for each year completed of employment thereafter.
- 20.4 Annual leave must be taken by agreement within two months of the anniversary of engagement.
- 20.5 Annual leave may not run concurrently with sick or maternity leave or any period of notice.
- 20.6 An employee whose employment terminates before annual leave has been taken must be paid in respect of his leave entitlement for each completed month of employment since his last leave fell due or his employment started.
- 20.7 Leave pay must be calculated on the basic wage payable at the time the leave is taken, or on the termination of service.
- 20.8 If any public holiday falls within a period of leave, one day on full pay shall be added to the leave period for each such holiday.
- 20.9 An employer may deduct from such period of leave any days taken at the request of the employee during the year to which it relates.
- 20.10 For employees on weekly pay, annual leave pay must be paid at the start of the period of leave or the date of termination and must be paid in a separate envelope carrying full details, for which the employer must get a receipt from the employee.
- 20.11 Period of employment in the same establishment will be continuous regardless of any change in ownership which might occur and the new owner will be responsible for all the obligations and liabilities of the previous owner as they relate to the length of service and the annual leave due to the employees.
- 20.12 Every employer must keep a register of annual leave taken and must give not less than seven days' notice of the date on which annual leave will start.

21. SICK LEAVE

- 21.1 In this Agreement, "sick leave cycle" means the period of 36 months employment with the same employer immediately following-
- (a) an employee's commencement of employment; or
 - (b) the completion of that employee's prior sick leave cycle.
- 21.2 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 21.3 Despite subsection 21.2, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- 21.4 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause 21.2 by the number of days' sick leave taken in terms of sub-clause 21.3
- 21.5 Subject to clause 22, an employer must pay an employee for a day's sick leave -
- (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee's usual pay day.
- 21.6 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this section if-
- (a) the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - (b) the employee's entitlement to pay-
 - (i) for any day's sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and



- (ii) for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of sub-clause 21.2.

22. PROOF OF INCAPACITY

- 22.1 An employer is not required to pay an employee in terms of section 21 if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.
- 22.2 The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- 22.3 If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub-clause 22.1 unless the employer provides reasonable assistance to the employee to obtain the certificate.

23. MATERNITY LEAVE

- 23.1 Every female employee who has worked for at least 12 months may be granted up to six months' maternity leave. Employers must pay employees 43% of their basic rate of pay for a period of three months. The balance of the period on maternity leave shall be unpaid.
- 23.2 On her return any replacement will cease to be employed unless a suitable alternative vacancy exists.
- 23.3 Maternity leave does not constitute a break in service.
- 23.4 Annual leave, sick leave and annual bonus benefits do not accumulate during maternity leave; however, the employee returning from maternity leave may, if she so chooses elect to pay her outstanding contributions to the Provident Fund and if she does so, then the employer must pay a similar amount to the Fund in the usual way.

24. FAMILY RESPONSIBILITY LEAVE

- 24.1 This clause applies to an employee-
- (a) who has been in employment with an employer for longer than four months; and
 - (b) who works for at least four days a week for the employer
- 24.2 An employer must grant an employee, during each annual leave cycle, at the request of the employee, 5 days paid leave to take-
- (a) when the employee's child is born
 - (b) when the employee's child is sick; or
 - (c) in the event of death of-
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parents, adoptive parents, grandparents, child, adopted child, grand child or sibling.
- 24.3 An employer must pay an employee for one day's family responsibility leave-
- (a) the wage the employee would ordinarily have received for work on that that day ; and
 - (b) on the employee's usual pay day.
- 24.4 An employee may take family responsibility leave in respect of the whole or part of a day.
- 24.5 Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in sub-clause 24.2 for which the leave was required.
- 24.5 An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.

PART E: EMPLOYEE BENEFITS**25. PROVIDENT FUND**

- 25.1 The fund known as the "Natal Laundry, Cleaning and Dyeing Industry Provident Fund" ("the Fund") established in terms of Government Notice R. 805 of 12 May 1972, continues as part of this Agreement.
- 25.2 All employers and employees must remain or become members of the Fund. An exemption may be granted for those members who participate in a pension or provident fund, whose benefits are not less favourable than those of this Fund.
- 25.3 All employers and employees agree to be bound by the rules of the Fund.
- 25.4 For the purpose of the Fund both employer and employee contribution shall be increased annually by 0.5% on the 01 March each year effectively.

26. MEDICAL ASSISTANCE SCHEME

- 26.1 All employers and employees must contribute to a medical assistance scheme.
- 26.2 The contribution towards the medical assistance scheme is contained in the contribution schedule in Annexure A.

27. BURSARY SCHEME

- 27.1 The union has established the SACTWU Education Bursary Scheme for the purpose of providing bursaries for its members and their dependants.
- 27.2 Every employer must pay to Council an amount of 20 cents per week in respect of each SACTWU member employed by him.
- 27.3 Payments must be paid to the Council on or before the 7th day of the month following and the details of payment must be stated in the form of Annexure A.
- 27.4 The Council shall pay to SACTWU the amount collected in terms of 27.2 above, by the 7th day of the month following collection thereof.

28. PERSONAL PROTECTIVE EQUIPMENT

- 28.1 Every employer shall supply and maintain in good condition and free of charge overalls and/or protective clothing or equipment which he may require his employees to wear or which is required by the Occupational Health and Safety Act, 1993.

PART F: TERMINATION OF EMPLOYMENT**29. TERMINATION OF EMPLOYMENT**

- 29.1 An employer or employee who wants to terminate the contract of employment during the first four weeks of employment must give at least one week's notice or pay one week's wages.
- 29.2 An employer or employee who wants to terminate the contract of employment after the first four weeks but not more than one year of employment must give at least two week's written notice or pay two weeks' wages.
- 29.3 An employer or employee who wants to terminate the contract of employment after the first year of employment must give at least four weeks' written notice or pay four weeks' wages.
- 29.4 Notice of terminations must –
- (a) be given in writing;
 - (b) not be given during any period of annual or sick leave;



- (c) not run concurrently with any period of annual or sick leave
- 29.5 If an employee fails to adhere to the provisions in this clause then an employer may deduct from any money the employer owes the employee, the employee's basic hourly wage for every hour of notice not worked.
- 29.6 Nothing in this clause affects the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised in law; or the right of an employee put on short time for more than a week to leave without giving notice.
- 29.7 The employer must notify the Council of any termination of service.
- 29.8 An employee who stays away from work for not less than seven consecutive working days without advising his employer of the reason for his absence, will be deemed to be a deserter and will give up his right of notice.
- 29.9 An employer must obtain a receipt for all moneys paid to an employee on termination of his service.
- 29.10 No notice may be given, or summary dismissal take place until a disciplinary measure, until a hearing has been conducted; and no hearing may take place until the employee has –
- (a) been informed of the nature of the offence and the details of the charge;
 - (b) received not less than 24 hours' notice of the hearing;
 - (c) been advised that he may appoint a representative, call witnesses and request an interpreter.
- 29.11 An employer must, on termination of service, give an employee, other than a casual employee, a certificate of service

PART G: ORGANISATIONAL RIGHTS

30. TRADE UNION REPRESENTATION ON THE COUNCIL

- 30.1 Every employer must give employees who are representatives or attend on the Council every reasonable facility to attend to their duties arising from their work on the Council.
- 30.2 Union officials, authorised by the union and the Council in writing, must apply to employers for permission to enter their premises during times acceptable to the employer, for the purpose of talking to members or handing out notices, and such permission may not be unreasonably withheld.
- 30.3 Union members of the Council Executive must be given ten days' paid leave per annum to attend to union matters, on notification by the union to the employer concerned.

PART H: GENERAL

31. LIMITATION ON THE RIGHT TO STRIKE OR LOCKOUT

- 31.1 No person may take part in a strike or lockout or any conduct in contemplation or furtherance of a strike or lockout in respect of any dispute about –
- (a) the interpretation or application, including enforcement, of this Agreement.
 - (b) the alteration of any of the provisions of this Agreement.
- 31.2 Notwithstanding the provisions of clause 31 (1)(a) above, strikes and lockouts in respect of disputes about the alteration of provisions in the wage schedules are permitted, after the operative dates referred to in those schedules have expired.

32. EXEMPTIONS

- 32.1 The Council hereby establishes an exemptions body, constituted of persons independent of the Council, to consider all applications for exemptions of the Council's Collective

- Agreements. The exemption body shall decide on an application for exemption within 30 days of receipt. In terms of section 32(3)(e) of the Act, the Council establishes an Independent Body to hear and decide as soon as possible any appeal brought against the Exemptions Body's refusal of a non-party's application for exemption from the provisions of a collective agreement or withdrawal of a non-party exemption by the Exemptions Body or Council. The Independent Body shall hear and decide as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body. No representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Body.
- 32.2 Applications for Exemptions shall be in writing on the appropriate application form contained in Annexure D.
- 32.3 All applications for exemption shall be motivated in accordance with the exemption criteria set out below:
- (a) The period for which the exemption is sought.
 - (b) The number of employees affected and how many of such employees are members of a registered trade union.
 - (c) Be accompanied by relevant supporting data and financial information.
 - (d) Applications that affect employees' conditions of service shall not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document.
 - (e) If the nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.
- 32.4 (a) Upon receipt of a valid application Council shall refer it to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- (b) In the event of the Exemptions Body refusing to grant an application, the applicant shall have the right to appeal in writing against the decision to the Independent Body. An appeal to the Independent Body must be noted in writing within one month of the Applicant becoming aware of the Exemptions Body's decision, or such further time as the Independent Body may allow but not later than 30 days of the appeal being lodged. The notice of appeal must set out the grounds on which the applicant's appeal is based.
 - (c) In the event of the Exemptions Body granting an application, the Council or any other interested party shall have the right to appeal against the decision to the Independent Body and the provisions of 32.4(b) with the necessary changes to its context will apply.
 - (d) The Exemptions Committee of Council appoint not more than four persons who shall be entitled to attend all meetings of the Exemptions Body which applications for exemptions, are considered, to make representations to the Exemption Body on any of the applications.
- 32.5 In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:
- (a) The applicant's past record (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate.
 - (b) any special circumstance that exist;
 - (c) any precedent that might be set;
 - (d) the period for which the exemption will operate
 - (e) it is fair to both the employer, its employees and other employees in the sector;
 - (f) it does not undermine this Agreement;
 - (g) it will make a material difference to the viability of a business;

- (h) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses.
- (i) the interest of the industry as regards:
 - (i) unfair competition;
 - (ii) collective bargaining;
 - (iii) potential for labour unrest;
 - (iv) increased employment;
- (g) the interest of employees' as regards:
 - (i) exploitation;
 - (ii) job preservation;
 - (iii) sound conditions of employment;
 - (iv) possible financial benefits;
 - (v) health and safety;
 - (vi) infringement of basic rights
- (k) the interest of the employer as regards:
 - (i) financial stability;
 - (ii) impact on productivity;
 - (iii) future relationship with employees' trade union;
 - (iv) operational requirements

32.6 The Exemptions Body or Independent Body must decide the exemption or appeal as the case may be within 14 days of the last date of the hearing and notify the parties of the decision and the reasons therefore, which reasons may be given at a later time but not later than 30 days after the decision.

32.7 If the application is granted, the Exemptions Body or Independent Body shall issue an exemption certificate, signed by its Chairman and Secretary, containing the following particulars:

- (a) the full name of the applicant(s);
- (b) the trade name;
- (c) the provisions of the Agreement from which exemption is granted;
- (d) the period for which then exemption shall operate;
- (e) the date of issue;
- (g) the condition(s) of the exemption granted

32.8 The Exemptions Body or Independent Body shall;

- (a) retain a copy of the certificate and number each certificate consecutively;
- (b) forward a copy of the certificate to the Secretary of the Council; and
- (c) forward to the employer a copy of a certificate issued to an employee.

32.9 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

33. ADMINISTRATION

33.1 The Council is responsible for the administration of this Agreement.

33.2 The Council must appoint a secretary on such terms and conditions as it may deem fit, and may vary such conditions.

33.3 The Council may issue guidelines to employers and employees regarding the implementation and interpretation of this Agreement.

33.4 The Council may request the Minister to appoint designated agents to monitor and enforce the provisions of this Agreement.

33.5 It will be the duty of every employer to give access to such designated agents and to co-operate with them in their investigations, enquiries and interviews, and their examination and seizure of books and records, for which they must give a receipt.

34. DESIGNATED AGENTS

- 34.1 The Council may request the Minister of Labour to appoint one or more specified persons as designated agents to assist in enforcing the terms of this and all other Agreements of the Council.
- 34.2 A designated agent may-
- 34.2.1 secure compliance with the Council's Collective Agreements by-
- 34.2.1.1 conducting inspections;
- 34.2.1.2 investigating complaints
- 34.2.1.3 investigating means of conciliation;
- 34.2.1.4 issuing a compliance order requiring any person bound by this Agreement to comply with this Agreement within a specified period; or
- 34.2.1.5 using any other means the Council may adopt;
- 34.2.1.6 perform any other functions that are conferred or imposed on the designated agent by the Council
- 34.3 A designated agent must report all disputes concerning compliance with any provisions of this and any other Agreement of the Council to the Council Secretary.
- 34.4 Within the registered scope of the Council, a designated agent of the Council has all the following powers;
- 34.4.1 A designated agent may, without warrant or notice at any reasonable time, enter any workplace or any other place where an employer carries on business or keeps employment records; that is not a home, in order to monitor or enforce compliance with a Collective Agreement concluded in the Council.
- 34.4.2 A designated agent may only enter a home or any place other than a place referred to in clause 34.4.1-
- 34.4.2.1 with the consent of the owner or occupier; or-
- 34.4.2.2 if authorized to do so by Labour Court in terms of clause 34.4.3.
- 34.4.3 The Labour Court may issue an authorisation contemplated in clause 34.4.2.2 only on written application by a designated agent who states under oath or affirmation the reasons for the need to enter a place, in order to monitor or enforce compliance with the collective agreement concluded in the Council
- 34.4.4 If it is practicable to do so, the employer and a trade union representative must be notified that the designated agent is present at a workplace and be given the reason for the designated agent's presence. The Council may develop a policy to give further effect to this provision.
- 34.4.5 In order to monitor or enforce compliance with a Collective Agreement a designated agent may-
- 34.4.5.1 require a person to disclose information, either orally or in writing, and either alone or in the presence of witness, on a matter to which a Collective Agreement relates, and require that disclosure to be under oath or affirmation;
- 34.4.5.2 inspect and question a person about any record or document to which a Collective Agreement relates;
- 34.4.5.3 copy any record or document referred to in clause 34.4.5.2 or remove these to make copies or extracts;
- 34.4.5.4 require any person to produce or deliver to a place specified by the designated agent any record or document referred to in clause 34.4.5.2 for inspection;
- 34.4.5.5 inspect, question a person about, and if necessary remove, an article, substance or machinery present at a place referred to in clause 34.4.5.1 and 34.4.5.2
- 34.4.5.6 question a person about any work performed; and



- 34.4.5.7 perform any other described function necessary for monitoring or enforcing compliance with a Collective Agreement.
- 34.4.5.8 perform any other function necessary in the execution of their function as prescribed by the Council and/ or the provisions of the employment law.
- 34.4.6 A designated agent may be accompanied by an interpreter and any other person reasonably required to assist in conducting an inspection
- 34.4.7 A designated agent must-
- 34.4.7.1 produce on request a copy of the authorization referred to in clause 34.4.3;
- 34.4.7.2 provide a receipt for any record or document removed in terms of clause 34.4.5 and return any removed records, document or item within a reasonable period.
- 34.4.8 Any person who is questioned by a designated agent in terms of clause 34.4.5.2 must answer all questions lawfully put to that person truthfully and to the best of that persons' ability.
- 34.4.9 An answer by any person to a question by a designated agent in terms of this clause may not be used against that person in any criminal proceedings, except proceeding in respect of a charge of perjury or making a false statement.
- 34.4.10 Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.
- 34.4.11 The Council may apply to the Labour Court for an appropriate order against any person who-
- 34.4.11.1 refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability; or
- 34.4.11.2 refuses or fails to comply with any requirement of the designated agent in terms of this clause; or
- 34.4.11.3 hinders the designated agent in the performance of the agent's functions in terms of this clause; and
- 34.4.11.4 for the purposes of this clause, a Collective Agreement shall be deemed to include any basic condition of employment which constitutes terms of contract of employment in terms section 49(1) of the Basic Conditions of Employment Act No. 75 of 1997.

35. COUNCIL LEVIES

- 35.1 Each employer must deduct the levy amount determined in Annexure A from the wages of each employee.
- 35.2 Employers must pay an equivalent amount to that deducted from all their employees.
- 35.3 Every employer must pay the levies deducted in terms of this clause to the Council before the 7th day of the next month, accompanied by a statement in the form of Annexure B.
- 35.4 The council levy deduction should be made by the employer to both casual and permanent employees

36. FAILURE TO MAKE PAYMENTS TO THE COUNCIL

- 36.1 If any amount that is payable to the Council in terms of this Agreement is not paid by the stipulated date-
- (a) interest accrues on that amount from the stipulated date of payment; and
- (b) the employer becomes liable for any legal costs incurred by the Council for recovery of the amounts due.
- 36.2 The interest referred to in 36.1 (a) is calculated at the rate of 15.5% which will become payable by the employer for non payment of contributions and levies.

37. REGISTRATION OF EMPLOYERS

- 37.1 Every new employer entering the Industry must within one month from the start of the business send to the Secretary the following information on the relevant form:
- (a) His name and address;
 - (b) title of his business and all trade names;
 - (c) date of commencement;
 - (d) nature of licences held;
 - (e) hours of start and finish on weekdays;
 - (f) addresses and names of depots;
 - (g) number of employees;
 - (h) names and addresses of agents/contractors.
- 37.2 In the case of a partnership or a company the following information, where applicable, is also required:
- (a) names and addresses of all partners, directors, managers, secretary and company officials;
 - (b) addresses of registered office, head office, branch office, etc.
- 37.3 The Secretary of the Council must keep a register of employers and any changes must be forwarded to the Council within 14 days.
- 37.4 Every new employer registering with the Council will have to pay a registration fee as per Annexure A.

38. REGISTRATION OF EMPLOYEES AND RECORDS

- 38.1 Every employer must keep a record of the time worked and the wages paid and/or other particulars required by regulation; and must keep these records on the premises and make them available to the designated agents when asked to do so.
- 38.2 Every employer in the Industry and entering the Industry must complete the application for registration form as per Annexure C supplied by the Council which must be sent to the Council at the end of the first month of employment.
- 38.3 Any later update of registration or information requested by the Council from time to time must be completed and returned without delay.

39. PROHIBITIONS

- 39.1 Piecework or task-work is prohibited except when an employee who is receiving not less than the prescribed wage may be remunerated on the quantity or output of work done in the form of a production bonus or incentive scheme which must be shown separately in the wage records.
- 39.2 An employer may not employ any person under the age of 15 years.

40. LOGBOOKS

- 40.1 Where hours of work of canvassers, drivers and collectors are not recorded mechanically, an employer must provide a logbook in an acceptable form to record the hours and details of their employment.

41. EXHIBITION OF AGREEMENT AND NOTICES

- 41.1 Every employer must make this Agreement available to employees in the workplace.
- 41.2 Every employer must display on their premises (including depots) in a place to which the employees have access, their notices of the union which is party to the Council that have been approved by the Council.



42. DISPUTES ON INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT

- 42.1 Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Secretary of the Council for resolution.
- 42.2 The Secretary may require a designated agent to investigate, to endeavour to resolve the matter by conciliation and to report back to him within seven days on the outcome thereof.
- 42.3 If, in the course of performing his duties, an agent discovers what appears to be a breach of the Agreement, he must follow the same procedure as in 34.4.5 above
- 42.4 On receipt of a report the Secretary may, if necessary –
- (a) call for more information or investigation;
 - (b) appoint a conciliator from the Council panel;
 - (c) refer the matter for conciliation;
 - (d) issue a compliance order; or
 - (e) refer the dispute to arbitration in terms of this Agreement.
- 42.5 If further conciliation is required the Secretary must arrange the date, time and venue and must serve notice on the parties to the dispute.
- 42.6 If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- 42.7 The party on whom the order is served may object in writing to the Council within 10 days, on receipt of which the Secretary must take any of the steps in 42.4 above as may be necessary, excluding paragraph (e).
- 42.8 If a party fails to object, the Secretary may at any time apply to have the order made an arbitration award.
- 42.9 If the dispute is referred to arbitration, the Secretary must appoint an arbitrator and, in consultation with him, must decide the date, time and venue of the arbitration hearing.
- 42.10 The Secretary must serve notice of arbitration hearing on the parties to the dispute and any person who may have a legal interest in the outcome of the arbitration.
- 42.11 The arbitrator must conduct the arbitration in a manner which he considers to be appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- 42.12 Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party and address concluding arguments to the arbitrator.
- 42.13 The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute by conciliation if the Council and the parties to the dispute consent to this.
- 42.14 In any arbitration proceedings, a party to the dispute must appear in person and may be assisted by a legal practitioner, an office-bearer or official of that party's union or organization and, if the party is a juristic person, by a director or employee.
- 42.15 If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- 42.16 If the other party to the dispute fails to appear in person or to be represented at the arbitration proceedings the arbitrator may continue with the proceedings in their absence, or may adjourn the proceedings to a later date.
- 42.17 The Secretary may refer disputes to expedited arbitration if he is satisfied that –
- (a) a compliance order has been issued and the party on which the order has been issued has not objected; or
 - (b) the dispute is capable of being determined by written evidence only; or
 - (c) the dispute is about the interpretation of the Agreement only; or
 - (d) the parties to the dispute agree.
- 42.18 Notwithstanding the provisions of this clause the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if he is satisfied that the parties have been properly served and it is appropriate in circumstances to do so.



- 42.19 Within 14 days of the conclusion of the arbitration proceedings the arbitrator must issue an arbitration award with reasons, signed by him, and the Council must serve a copy of the award on each party to the dispute.
- 42.20 On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
- 42.21 The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.
- 42.22 The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

43. OTHER CONDITIONS OF EMPLOYMENT

- 43.1 All other terms and conditions of employment shall be prescribed in employment law.
- 43.2 The employment of labour brokers is not allowed.

44. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to any Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context –

“Act” means the Labour Relations Act, 1995 (Act No. 66 of 1995);

“boiler attendant” means a person who is responsible for firing a boiler and maintaining the water level and steam pressure and attending to maintenance, cleanliness and safety, and may be assisted by a fellow employee who shovels coal;

“casual” or “casual employee” means an employee who is employed by the same employer for not more than three days in any week;

“cavasser/collector” means a person who represents the establishment and invites, solicits or canvasses orders for goods to be laundered, cleaned or dyed, and may deliver goods to customers, issue dockets and accept payment;

“checker/packer” means a person who checks article against customers “list or firms” invoices, makes up orders, assembles, wraps and parcels up articles, mass-measure and/or counts and records quantities, books out parcels and/or completes stereotyped forms for costing and records purposes;

“counterhand” means a person who receives, checks, dockets, tags garments and docket, notes fabrics, blemishes, labels and sends them to plant and delivers completed job to customer on production of duplicate slip and collects payment;

“council” means the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Kwa Zulu Natal);

“dependant” means a person in respect of whom the member is legally liable for maintenance;

“depot” or “receiving depot” means any premises or portion of any premises to which the public has access, in which the business of receiving or collecting articles for dry-cleaning, dyeing or laundering or distributing or delivering articles which have been dry-cleaned, dyed or laundered, is carried on, and includes a stationary vehicle used for this purpose;

“depot supervisor” means a person who receives, checks, docket, tags garment and docket notes fabrics, blemishes, labels and send them to plant, delivers completed job to customer on production of duplicate slip and collects payment; deals with customers, cashes up, does banking, opens and closes premises and supervises other employees;

“dry cleaner” A facility or premises designed to clean clothing, fabric etc with a solvent, other than water such as white spirits, or perchloroethene.)

“dry-cleaning finishing hand” means a person who irons, presses or steams articles to shape after they have been dry-cleaned, operates up to four machines simultaneously and carries out adjustments to such machine and conducts first-line quality control;

“electric laundry” is a laundry where the washing process is heated with electrical elements

“establishment” means any premises in or in connection with the one or more employees are engaged in the industry;

“factory clerk” means a person who check docket, pricing and missing docket and totals daily agency docket (computer or book).

“ front person” means a person who receives/issues laundry/dry cleaning, takes cash, supplies token or docket, load machines with laundry and answers the phone;

“fund” means the Provident Fund for the Laundry, Cleaning and Dyeing Industry (Kwa-Zulu Natal) continued by and under this Agreement;

“handyman” means a person who makes minor repairs and adjustments to machinery, plant, building or other equipment under the direction of an artisan;

“heavy-duty van driver” means a person who checks and drives vehicles, collects and deliver goods, is responsible for vehicle and goods, could handle cash, accounts, etc, cleans van and may keep a logbook;

“in-house laundries” means laundries that are based within commercial sites that do commercial work for those establishments where those articles are laundered, cleaned or dyed i.e. hotels, hospitals, bed & breakfast establishments and old age homes.

“invisible mender” means a person who mends or repairs articles made of woven or knitted material by hand or machine using the stoating, fine-drawing or reentering processes as required;

“ironer” means a person who irons or presses articles that have been laundered with flat iron or electrically-operated roller, and who may fold, clean machines' etc.;

“labourer” means a person who does manual tasks under direction/supervision, and may assist an artisan, boilerman, etc.;

“laundry finishing hand” means a person who irons or presses articles that have been laundered, and provides first-line quality checks;

“Laundry, Cleaning and Dyeing Industry” means without in any way limiting the ordinary meaning of the expression, the industry carried on in establishments, Laundromats/laundrette, in-house laundries within commercial sites where articles are laundered, cleaned or dyed to the order of customers, and shall



include depots and/or vehicles where such articles are received in order to be laundered, cleaned or dyed to the customers.

"Laundromats/Laundrette" is an established engaged in the washing, drying and ironing of primary domestic laundry, through coin/token operated automatic machines, using no steam from fuel fired boilers, and available for public use:

"In-house laundries" means laundries that are based within commercial sites that do commercial work for those establishments where articles are laundered, cleaned or dyed.

"**machine hand**" means a person who feeds work into or out of a machine such as a calendar, tumbler, extractor, etc';

"**machine operator (washing/dry-cleaning or carpet)**" means a person who operates and cleans one or more of the above machines, and who could also do the work of a sorter, spotter or quality checker;

"**Management Committee**" or "**Committee**" means the Committee appointed to administer the Provident Fund in accordance with the provisions of this Agreement;

"**marker**" means a person who marks articles, either manually or mechanically, for identification;

"**member**" means every employee who has been employed in the Industry continuously by the same employer for not less than one month and who works in a job category for which wages are prescribed in the Agreement, excluding casual employees;

"**nominee**" means any person appointed by a member and to whom any benefits accruing to such member in the event of his death shall be paid in the absence of any dependants;

"**plain sewer**" means a person who makes simple alterations and/or repairs garments or other articles;

"**quality controller**" means a person who examines articles for faults and/or blemishes before or after cleaning and decides what process is necessary to remedy the problem to prescribed standards;

"**retirement date**" means –

- (a) the last day of the month in which a member reaches the retirement age and retires from service in the Industry;
- (b) the last day of the month in which a member who is over the retirement age must terminate his service in the Industry;
- (c) the last day of the month in which a member must terminate his service in the Industry owing to ill-health or permanent disability.

"**retirement age**" means the age 65;

"**Rules**" means the rules made by the Council for the Provident Fund;

"**same employer**" includes "**one employer**" and "**same establishment**", and means the same employer firm, whether or not such firm changes ownership as a going concern, or changes name or location during the period of service of the employee;

"**scooter driver**" means a person who drives a two-wheeled vehicle used to deliver and collect goods, letters, cheques, etc.;

"**security guard**" means a person who guards premises or other property by day or night, and conducts routine patrols and/or gate control;

“short time” means a temporary reduction in the number of ordinary hours of work of an employee owing to a general breakdown of plant or machinery or a threatened breakdown of buildings caused by accident or unforeseen emergency or to slackness of trade or shortage of raw material;

“Small business” means a separate and distinct business entity, managed by one owner or more which including its branches or subsidiaries operating in the Laundry, Cleaning and Dyeing Industry (Kwa Zulu Natal) which is classified as micro, a very small, a small or medium enterprises in accordance with the descriptive matrix below:

	Number of full times employees
Micro	Up to 5
Very small	Up to 20
Small	Up to 50
Medium	Up to 200

“spotter” means a person who is solely engaged in spotting and/or the removal of stains from articles before, during or after cleaning, with a high level of expertise in the correct use of solvents, etc.

“steam boiler” is a specifically designed pressure vessel that is designed to withstand a working pressure of steam at 6.9bar)

“steam laundry” is a laundry that has washing machine(s) connected via high pressure steam pipes to a steam boiler)

“sorter” means a person who sorts articles, either before or after cleaning, according to their colours, types and identification;

“van assistant” means a person who does not drive, but fetches, carries, loads, unloads, checks loads, contents, numbers, etc, answers to driver and helps clean the van;

“van driver” means a person who checks and drives vehicles, collects and delivers goods, is responsible for van and goods, could handle cash, accounts, etc, cleans vans and may keep a log book;

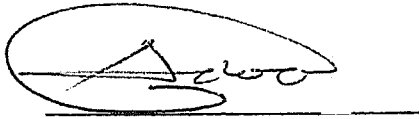
“wage” means that portion of remuneration payable to an employee in money in respect of his ordinary hours of work prescribed in clause 3 or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work.

45. ULTRA VIRES

45.1 Should any of the provisions of this Agreement be declared ultra vires by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operation for the unexpired period of this Agreement.

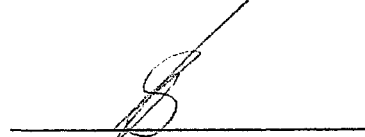
46. ATTESTATION

This Agreement signed in Durban on the 25th day of July 2014.

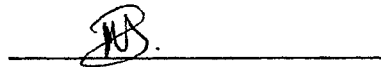


A NAIDOO

Kwa Zulu Natal Laundry, Dry Cleaners'
and Dyers' Employers Association

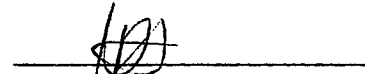


Witness

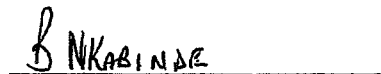


D. MALULEKA

SACTWU

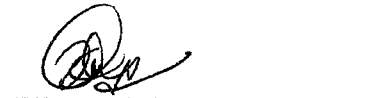


Witness



B NKABINDE

SECRETARY



Witness

ANNEXURE A**1. COUNCIL LEVIES**

For the purpose of Council levies, it is compulsory that every employer must on each pay day deduct from the wages of each employee who has worked in any week an amount of R6-50 and the employer is to add a like amount per week per employee.

2. PROVIDENT FUND

For the purpose of the Fund, it is compulsory that every employer must deduct from the wages of each employee who has worked in any week or monthly, an amount of 7.5 % of basic wage and the employer is to add a like amount per week or per month per employee.

3. MEDICAL ASSISTANCE FUND

For the purpose of the Fund every employer must on each pay day deduct from wages of each member who was worked in any week an amount of R28.12 and the employer is to add a like amount per week per employee.

4. ANNUAL BONUS

- 4.1 Every employer must pay an annual bonus of eleven (11) days' basic wage.
- 4.2 The annual bonus shall be paid as follows:
- (a) one week's wages, payable by no later than 20 December of each year.
 - (b) the balance of one week's wages, payable by no later than the last pay day March.
- 4.3 The annual bonus is based on a full calendar year of service as at 31 December of the year.
- 4.4 An employee who has less than one calendar year of service as at 31 December of the year, shall receive an annual bonus pro-rated to the actual completed months of service calculated at such employees' basic weekly wage rate.
- 4.5 An employee whose employment is terminated before 31 December is not entitled to an annual bonus.

5. NIGHT SHIFT ALLOWANCE

An employer must pay a night shift allowance to each employee who works a shift, or part of a shift, between 18h00 and 06h00. The night shift allowance must be calculated at 10% of the basic hourly rate for hours worked on night shift.

6. HIV/AIDS AWARENESS

In the interest of the industry and the economy, training in HIV/AIDS awareness must continue to be given to all employees by a shop steward or other nominated employee, on the understanding that this training will not disrupt the normal flow of work. The employers have agreed that they contribute 30c/week/employee to the SACTWU AIDS PROJECT. The amount so agreed must be accumulated on a monthly basis and submitted to the Bargaining Council as part of the employee's monthly return.

7. COMPLIANCE LEVY/ENFORCEMENT LEVY

Each employer in the industry must pay an amount of R50.00 (fifty rands) per month in respect of funds needed to pursue compliance/enforcement in the industry.

8. LONG SERVICE ALLOWANCE

An employer must pay a long service allowance of R0.50 cents per week, after ten years of continuous service with the company.



ANNEXURE B

BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (KWA ZULU NATAL)

JAMES BOLTON HALL
127 GALE STREET
DURBAN
4001

P O Box 18294
DALBRIDGE
4014
Telephone :(031) 301 2293/2374
Fax: 0867706562
E-mail: hennet@bclcdiltzn.co.za

SCHEDULE OF PAYMENTS

RETURN OF LEVIES FOR THE MONTH OF:
TO BE FORWARDED TO THE COUNCIL NOT LATER THAN THE SEVENTH DAY OF THE MONTH FOLLOWING

NAME OF FIRM:

ADDRESS:

FOR WEEK ENDED	NUMBER OF EMPLOYEES
* TOTAL	

COUNCIL LEVIES

*Total number @ R6.50 per employee/per week

Add: Employer's equal contribution

MEDICAL ASSISTANCE FUND (SICK FUND)

*Total number @ R28.12 per week

Add: Employer's equal contribution

UNION SUBSCRIPTIONS

Number of union members @ 1 % of the basic weekly wage - minimum R9.10 maximum R15.85

Number of union members @ R1.80 per week (funeral fund)

SACTWU BURSARY SCHEME

Number of SACTWU members @ 20c per week

HIV/AIDS AWARENESS

*Total number of employees @ 30c per week

LAUNDRY ASSOCIATION SUBSCRIPTIONS: R30.00 PER MONTH PLUS

*Total number of employees @ R1.00 per month

COMPLIANCE/ENFORCEMENT LEVY: R50.00 PER MONTH

TOTAL REMITTANCE

PAID BY: CHEQUE BANK TRANSFER

SIGNATURE OF EMPLOYER

DATE

BANKING DETAILS: FIRST NATIONAL BANK (DAVENPORT)
BRANCH CODE 220-226
ACCOUNT NUMBER: 50781173494

ANNEXURE C

**BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY
(KWA- ZULU NATAL)**

All correspondence to be addressed to:

Tel: (031) 301 2293/2374
 Fax: 0867706562
 Email: bennet@bclcdikzn.co.za
 1st FLOOR JAMES BOLTON HALL, 127 MAGWAZA MAPHALALA STREET (GALE STREET), UMBILO, 4001

P O BOX 18294
 DALBRIDGE,
 4014

EMPLOYERS REGISTRATION FORM

Company Name (Registered Name)	
-----------------------------------	--

Trade Name	
------------	--

Is the Company a: (✓ appropriate block):

Sole Proprietor	<input type="checkbox"/>	(Pty) Limited	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Close Corporation	<input type="checkbox"/>
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Business Address:

Physical	
	Postal Code

Postal	
	Postal Code

Tel Number	()
------------	-----

Fax Number	()
------------	-----

E-Mail Address	
----------------	--

Date of Commencement of Business	
----------------------------------	--

Reg/CK No	
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Dept of Labour Ref.No.	
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UIF Reg No	
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SARS Reg. No	
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Number of Employees at date of registration with Council (This will be those employees who fall within the scope of the Council's Collective Agreement)	
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Total number of persons employed by the business (The figure is inclusive of all employees who fall within and outside the scope of the Council's Collective Agreement)	
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A

Payment of Wages: (✓ appropriate block):

Weekly Only		Monthly Only		Weekly & Monthly	
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Method of Payment: (✓ appropriate block):

Cash or Cheque		Electronic Bank Transfer	
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Representation:

Is your company a member of an Employer Organisation	Yes	No
If Yes, Name		

Are any of your employees members of a trade union	Yes	No
If Yes, which union		

Contact details of person responsible for submission of Bargaining Council Levy and other returns:

Name:	Tel No:
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Details of Depots:

Name:	Address:
Name:	Address:
Name:	Address:
Name:	Address:

Which of the following best describes your manufacturing operations: (✓ appropriate block)

GROUP 'A'	Laundromat / Laundrette doing domestic work only, site bound, less than four employees	
GROUP 'B'	Laundromats doing commercial work, Steam and Electric Laundries, Dyers and / or Dry Cleaners or in house laundries	

Directors/Partners/Members/Owner

Please add in additional names of Directors if necessary. A photocopy of each Director's ID document must accompany this registration form.

If the business is registered as a close corporation and the registered owner is a nominee, please be sure to provide the name of the actual owner.

Full Names	Residential Address	I.D Number	Cell No.
1. _____	_____	_____	_____
_____	_____	_____	_____
2. _____	_____	_____	_____
_____	_____	_____	_____
3. _____	_____	_____	_____
_____	_____	_____	_____
4. _____	_____	_____	_____
_____	_____	_____	_____
5. _____	_____	_____	_____
_____	_____	_____	_____

I hereby confirm that I have full authority on behalf of the Company to accept registration and that the information contained herein is to the best of my knowledge true and correct.

Signature of Employer or authorised Agent:		Name:	
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Capacity:		Date:	
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FOR OFFICE USE:

Date of Registration with Council and		Registration Fees:	
Contribution/s From		Other Conditions:	
SIGNATURE:		Date:	

**BARGAINING COUNCIL
FOR THE
LAUNDRY, CLEANING AND DYEING INDUSTRY
(KWA ZULU NATAL)**

Tel: (031) 301 2293 /2374
Fax: 0867706562
Email: bennet@bclcdikzn.co.za

All correspondence to be addressed to:
P O BOX 18294
DALBRIDGE, 4014

1st FLOOR JAMES BOLTON HALL, 127 MAGWAZA MAPHALALA STREET (GALE STREET), UMBILO, 4001

APPLICATION FOR EXEMPTION

1. NAME OF COMPANY: _____
2. NO. OF EMPLOYEES AFFECTED: _____ & IN THE COMPANY _____
3. NO. OF EMPLOYEES WITHIN THE COUNCILS JURISDICTION: _____
4. NO. OF EMPLOYEES WHO ARE MEMBERS OF THE PARTY UNION: _____
5. AGREEMENT CLAUSE/S FROM WHICH EXEMPTION IS SOUGHT: _____

6. DURATION OF EXEMPTION SOUGHT: _____ TO _____
7. HAS PREVIOUS APPLICATION BEEN MADE FOR THE SAME EXEMPTION: YES/NO? _____
8. IF YES, WAS IT GRANTED? _____ (INSERT DATE)
9. SPECIFIC CONDITIONS WHICH WILL APPLY IF EXEMPTION IS GRANTED; _____

10. GROUNDS/MOTIVATION FOR EXEMPTION: (APPLICANT TO ATTACH SUPPORTING LETTERS/DOCUMENTS/AGREEMENTS/ETC.) _____

11. HAS THE PARTY TRADE UNION BEEN CONSULTED? _____
12. DOES THE PARTY TRADE UNION SUPPORT THE APPLICATION? YES / NO _____
13. IF NO, PLEASE GIVE AN EXPLANATION: _____

14. NAME OF UNION ORGANISER INVOLVED: _____
15. SIGNED ON BEHALF OF THE UNION: _____ DATE _____
16. SIGNED ON BEHALF OF THE COMPANY: _____ DATE _____

FOR OFFICE USE ONLY

1. CHECKED BY SECRETARY/AGENT _____ DATE _____
2. RATIFIED BY EXECUTIVE COMMITTEE ON _____
3. ANY OTHER CONDITIONS: _____

WAGE SCHEDULE

(a) COMMERCIAL: LAUNDRY, DRY CLEANERS AND STEAM LAUNDRY

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW MINIMUM HOURLY RATE	NEW WEEKLY RATE
A1 Commercial eg: Labourer eg: Finishing Hand eg: Marker eg: Van Assistant	R18.95	R1.33	R20.28	R892.32
A2 Commercial eg: Watchman eg: Sorter eg: Plain Sewer eg: Checker/packer	R19.15	R1.34	R20.49	R901.56
A3 Commercial eg: Dry Cleaner Operator	R19.32	R1.35	R20.67	R909.48
B1 Commercial eg: Machine Operator eg: Depot Supervisor eg: Van Driver (08) eg: Invisible Mender	R19.55	R1.37	R20.92	R920.48
B2 Commercial eg: Boiler Operator eg: Spotter (C/C) eg: Truck Driver (10) eg: Quality Controller	R20.88	R1.46	R22.34	R982.96
B3 Commercial eg: Supervisor	R21.93	R1.54	R23.47	R1032.68

(b) NON COMMERCIAL: LAUNDROMATS

The parties have agreed that Laundromats may obtain further exemption from the above wage rates only if owner/proprietor makes a personal application for this exemption at the Council offices. Such an exemption may be granted if:

1. the establishment cleans domestic laundry;
2. the establishment remains "site bound", and
3. it employs four or less employees

Provided that exemption has been granted, the minimum hourly rate which is based on 70% of the commercial rate is as follows:

GRADE (NON COMMERCIAL)	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW MINIMUM HOURLY RATE	NEW WEEKLY RATE
A1	R 13.28	R0.92	R14.20	R639.00
A2	R 13.40	R0.94	R14.34	R645.30
A3	R 14.53	R1.01	R15.54	R699.30

*Based on 45 hrs per week

PAY RATES FOR DRIVERS

The parties have agreed that the pay rate for Drivers will be as follows:

Code 08 (Van Driver)	R22.80
Code 10 (Truck Driver)	R24.39

