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## GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

### DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

**No. R. 556**

**30 April 1999**

LABOUR RELATIONS ACT, 1995

#### **BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL): EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) 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 (Natal), 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 10 May 1999, and for the period ending 28 February 2002.

**M. M. S. MDLADLANA**  
Minister of Labour

**No. R. 556**

**30 April 1999**

WET OP ARBEIDSVERHOUDINGE, 1995

#### **WASSERY, DROOGSKOONMAAK- EN KLEURNYWERHEID (NATAL): UITBREIDING VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hierby verskyn en wat in die Bedingsraad vir die Wassery, Droogskoonmaak- en Kleurnywerheid (Natal) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid met ingang van 10 Mei 1999, en vir die tydperk wat op 28 Februarie 2002 eindig.

**M. M. S. MDLADLANA**  
Minister van Arbeid

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## SCHEDULE

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

#### COLLECTIVE AGREEMENT

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

**Natal Laundry, Cleaners and Dyers' Association**

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

**Southern African Clothing and Textile Workers' Union**

(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 (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 (Natal)—
  - (a) by all employers and all employees who are members of the parties to this Agreement;
  - (b) in the Magisterial Districts of Durban, Chatsworth, Pinetown and Inanda, excluding the areas falling outside a radius of 24,14 km of the General Post Office, Durban.
- 1.2 The terms of the Agreement do not apply to non-parties in respect of clauses 1.1 (a), 2 and 27.
- 1.3 Notwithstanding the provisions of clause 1, the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in any agreement of the Council which is binding in terms of section 32 of the Act.

## 2. PERIOD OF OPERATION

- 2.1 This Agreement commences—
- (a) in respect of the parties to this Agreement, on the date of signature;
  - (b) in respect of non-parties, the second Monday after the date of publication in the *Gazette*.
- 2.2 This Agreement remains in existence until 28 February 2002.

## 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 B, 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 third 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. Laundromats are excluded from this clause: Provided the hours worked are within the prescribed hours.
- 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 two hours' notice for ordinary overtime.

### 6. BASIS OF CONTRACT

The basis of contract in this Industry for permanent employees is weekly.

### 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 wage by 4,333.

### 8. CHANGE IN OCCUPATION

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 the hours in that higher level.

### 9. CASUAL EMPLOYEES

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

**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**

- 11.1 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 by cheque or electronic transfer into the employee's bank account.
- 11.2 Payment must be made by cheque or bank deposit or cash with the agreement of the employer.
- 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.



**PART C: HOURS OF WORK****12. ORDINARY HOURS OF WORK**

- 12.1 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.
- 12.2 An employer may not require or permit an employee to work more than—
- (a) in the case of a driver, 45 hours/and nine hours on any one day;
  - (b) for all employees employed in a laundry or dry cleaner's 44 hours and nine hours on any one day;
  - (c) for casual employees, nine hours on any one day;
  - (d) in the case of an employee employed in a laundromat, 45 hours and nine hours on any one day.
- 12.3 Ordinary hours of work are consecutive except for the specified tea and meal breaks.
- 12.4 The ordinary times of starting and finishing work in clause 12.1 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.
- 12.5 Working owners and/or working partners engaged in factory production must observe the working hours laid down in this clause.

**13. SHORT TIME**

- 13.1 An employer may reduce the number of ordinary hours in a day or week on one day's notice to the employees;
- 13.2 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.
- 13.3 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.
- 13.4 All decisions to work short time, for whatever reason, must be conveyed to the Secretary of the Council within three days.

**14. MEAL AND OTHER INTERVALS**

- 14.1 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.
- 14.2 No work may be performed during a meal interval.
- 14.3 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.
- 14.4 A driver of a motor vehicle or canvasser will remain responsible for a vehicle or its load and will be deemed not to have worked during such interval.
- 14.5 Intervals of less than one hour, or 30 minutes by agreement, are part of the ordinary or overtime hours of work.
- 14.6 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.
- 14.7 The provisions regarding rest intervals may be varied to apply to boiler attendants, canvassers, canvasser's assistants, delivery hands, drivers and watchmen/security guards.

**15. PUBLIC HOLIDAYS**

- 15.1 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.
- 15.2 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.

- 15.3 A public holiday may be exchanged for any other day by agreement.
- 15.4 If a public holiday falls on a Sunday, the following Monday must be a public holiday.
- 15.5 An employer must pay an employee their daily basic wage on public holidays.
- 15.6 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 12.5 above.
- 15.7 A casual employee must be paid at the normal casual rate for the day.
- 15.8 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.
- 15.9 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.
- 15.10 If an employer requires employees to work on a public holiday he must give them adequate notice thereof on the previous day.

#### 16. SATURDAYS

All work done on a Saturday must be paid at overtime rates. 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 overtime rates of pay.

#### 17. SUNDAYS

- 17.1 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.
- 17.2 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.
- 17.3 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.

#### 18. EXCEPTIONS

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

#### 19. ANNUAL LEAVE

- 19.1 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 two consecutive weeks' leave on full pay.
- 19.2 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.
- 19.3 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 to each employee having a minimum of 15 years' continuous service with him, four consecutive weeks' leave on full pay at the completion of the 15th year and for each completed year of employment thereafter.
- 19.4 Annual leave must be taken by agreement within two months of the anniversary of engagement.
- 19.5 Annual leave may not run concurrently with sick or maternity leave or any period of notice.
- 19.6 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.
- 19.7 Leave pay must be calculated on the basic wage payable at the time the leave is taken, or on the termination of service.
- 19.8 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.

- 19.9 An employer may deduct from such period of leave any days of leave taken at the request of the employee during the year to which it relates.
- 19.10 For employers 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.
- 19.11 Periods 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.
- 19.12 Every employer must keep a register of annual leave taken and must give not less than seven day's notice of the date on which annual leave will start.

## 20. SICK LEAVE

- 20.1 An employee who falls sick may be absent from work for up to 30 working days during a period of 36 months. However, during the first 12 months of employment an employee may take only one day's sick leave for every five weeks worked.
- 20.2 An employer must pay an employee the employee's daily basic wage for each day that the employee is entitled to paid sick leave.
- 20.3 An employer is not required to pay sick leave—
- (a) to an employee who does not notify the employer within three days of the reason for his absence;
  - (b) to an employee who has been absent from work and who has not produced a medical certificate within seven days stating the nature and duration of the illness;
  - (c) to any employee for the first working day's absence.

## 21. MATERNITY

- 21.1 Every female employee who has worked for at least 12 months may be granted up to six months' unpaid maternity leave.
- 21.2 On her return any replacement will cease to be employed unless a suitable alternative vacancy exists.
- 21.3 Maternity leave does not constitute a break in service.
- 21.4 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.

## PART E: EMPLOYEE BENEFITS

### 22. PROVIDENT FUND

- 22.1 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.
- 22.2 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.
- 22.3 All employers and employees agree to be bound by the Rules of the Fund.

### 23. MEDICAL ASSISTANCE SCHEME

- 23.1 All employers and employees must contribute to a medical assistance scheme.
- 23.2 The contribution towards the medical assistance scheme is contained in the contribution schedule in ANNEXURE B.

### 24. BURSARY SCHEME

- 24.1 The union has established the SACTWU Education Bursary Scheme for the purpose of providing bursaries for its members and their dependants.
- 24.2 Every employer must pay to Council an amount of 20 cents per week in respect of each SACTWU member employed by him.
- 24.3 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 C.
- 24.4 The Council shall pay to SACTWU the amount collected in terms of 24.2 above, by the 7th day of the month following collection thereof.



**25. PERSONAL PROTECTIVE EQUIPMENT**

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****26. TERMINATION OF EMPLOYMENT**

- 26.1 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.
- 26.2 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 weeks' written notice or pay two weeks' wages.
- 26.3 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.
- 26.4 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.
- 26.5 If an employee fails to adhere to the provisions in this clause then an employer may deduct any money the employer owes the employee, the employee's basic hourly wage for every hour of notice not worked.
- 26.6 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.
- 26.7 The employer must notify the Council of any termination of service.
- 26.8 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.
- 26.9 An employer must obtain a receipt for all moneys paid to an employee on termination of his service.
- 26.10 No notice may be given, or summary dismissal take place as 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.
- 26.11 An employer must, on termination of service, give an employee, other than a casual employee, a certificate of service on the form specified.

**PART G: ORGANISATIONAL RIGHTS****27. TRADE UNION REPRESENTATION ON THE COUNCIL**

- 27.1 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.
- 27.2 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.
- 27.3 Union members of the Council Executive must be given six days' paid leave per annum to attend to union matters, on notification by the union to the employer concerned.

**PART H: GENERAL****28. LIMITATION ON THE RIGHT TO STRIKE OR LOCKOUT**

- 28.1 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.
- 28.2 Notwithstanding the provisions of clause 28.1 (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.

**29. EXEMPTIONS**

- 29.1 (a) In terms of section 32 of the Labour Relations Act, 1995, Council hereby establishes an Independent Exemptions Body which will consider any appeal brought against the Council in respect of the refusal by Council to grant an exemption, whether it be a party or non-party, or to consider any appeal against the withdrawal of an exemption by the Bargaining Council.
- (b) The Exemptions Body shall be made up of a minimum of two members from the Independent Mediation Services of South Africa panel.
- 29.2 All applications for exemption must be in writing on the specified form and must be addressed to the Secretary of the Council.
- 29.3 All applications for exemption must be fully reasoned and substantiated, and such reason and substantiation must include the following details:
- (a) The period of which the exemption is required.
  - (b) The agreement and the clauses of the agreement from which exemption is required.
  - (c) Proof that the exemption applied for has been noted by the employer, with his employees and/or their respective representatives.
  - (d) The specific alternate conditions that will apply should the exemption be granted.
  - (e) Financial documents in support of the application to the satisfaction of the Council or the Independent Exemptions Body, as the case may be.
- 29.4 On receipt of a valid application for exemption the Secretary of the Council must place the application for exemption on the agenda of the next Council Executive Committee meeting.
- 29.5 The Council must consider and decide on any application within 30 days of it being received by the Council: Provided that the Council may defer a decision to a following meeting if additional motivation, substantiation or information is considered necessary to decide on the application for exemption. The Council may determine the appropriate form of the hearing, but could provide for any party that has a material interest in the application to make submissions and address arguments to the Council.
- 29.6 In the event that Council does not consider an application for exemption within 30 days of receipt of the application, the Secretary of the Council must forthwith refer the application to the Independent Exemptions Body for determination.
- 29.7 The Council and/or the Independent Exemptions Body will have reference to the following criteria in considering and deciding on any application for exemption:
- (a) The applicant's past record (if applicable) of compliance with the provisions of the Council's agreements and exemptions certificates;
  - (b) any special circumstances that might exist;
  - (c) any precedents 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.
- 29.8 The Independent Exemptions Body must conduct its proceedings in a manner that it considers appropriate in order to determine the application fairly and quickly, but must deal with the substantial merits of the application with the minimum of legal formalities.
- 29.9 Subject to the discretion of the Independent Exemptions Body as to the appropriate form of the proceedings, the applicant, the Council and any representative of the parties may give evidence, call witnesses, question witnesses of any other party and address arguments to the Board.
- 29.10 Within 14 days of the conclusion of the proceedings, the Independent Exemptions Body must issue a decision, with reasons, which will have the same effect as an arbitration award.
- 29.11 In accordance with a decision made in terms of clause 29.5 or 29.7 where Council grants an exemption, the Secretary of the Council must issue a license of exemption setting out—
- (a) the applicant's name;
  - (b) the clause from which the exemption has been granted;
  - (c) any conditions relating to the exemption; and
  - (d) the period of the exemption.

- 29.12 If an applicant is refused, or if Council makes a decision to withdraw an exemption already granted, the Council must communicate to the applicant its reasons for not granting the application or for withdrawing an exemption, in whole or part.
- 29.13 Where the Council deems fit on good cause, to withdraw any exemption granted by it, it must give two weeks' notice to the applicant, whether or not the period of the exemption has expired. Where an exemption has been granted by the Independent Exemptions Body and Council seeks on good cause to withdraw such exemption it must make application to the Independent Exemptions Body to withdraw the exemption.
- 29.14 An applicant for an exemption may lodge an appeal against a Council decision to refuse or to withdraw an exemption.
- 29.15 The Secretary must make the necessary arrangements to constitute the Independent Exemptions Body in terms of clause 29.1.
- 29.16 The Secretary of the Council must provide the Exemption Body with the details and documentation of the application for exemption. In addition, the Secretary must provide the necessary services to the Body so as to ensure its smooth operation.
- 29.17 The Secretary of the Council must—
  - (a) retain a copy of an licence of exemption;
  - (b) forward to the employer and employees a copy of the certificate which must be kept available for inspection at all times, and in addition it must be posted on the employer's notice board;
  - (c) report back to the Council on outcome of all deliberations of the Independent Exemptions Body.

### 30. ADMINISTRATION

- 30.1 The Council is responsible for the administration of this Agreement.
- 30.2 The Council must appoint a secretary on such terms and conditions as it may deem fit, and may vary such conditions.
- 30.3 The Council may issue guidelines to employers and employees regarding the implementation and interpretation of this Agreement.
- 30.4 The Council may request the Minister to appoint designated agents to monitor and enforce the provisions of this Agreement.
- 30.5 It will be the duty of every employer to give access to such 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.

### 31. AGENTS

#### 31.1 APPOINTMENT OF AGENTS

To assist in giving effect to the terms of this Agreement (and any other agreement administered by the Council) the Council—

- (a) must appoint one (or more) specified person(s) as Council agent(s);
- (b) may request the Minister of Labour to appoint a designated agent in terms of the provisions of section 33 of the Act.

#### 31.2 AGENT'S TERMS OF AUTHORITY

For the purpose of ensuring adherence to the terms of this Agreement (and/or any other agreement of the Council) a duly appointed Council agent shall have the right to—

- (a) enter any establishment for the purpose of carrying out an inspection on behalf of the Council;
- (b) question any employer or employee during such inspection;
- (c) inspect the records specified in clause 30.5 hereof;

#### 31.3 EMPLOYER/EMPLOYEE OBLIGATIONS

The employer and employees of an establishment undergoing a Council inspection as specified in clause 31.2 above must permit the agent(s) concerned to exercise, as necessary, the rights specified in paragraphs (a), (b) and (c) of said clause.

### 32. COUNCIL LEVIES

- 32.3 Each employer must deduct the levy amount determined in Annexure B from the wages of each employee.
- 32.4 Employers must pay an equivalent amount to that deducted from all their employees.
- 32.5 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 C.

**33. FAILURE TO MAKE PAYMENTS TO THE COUNCIL**

- 33.1 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.
- 33.2 The interest referred to in clause 33.1 is the interest prescribed from time to time in the Prescribed Rate of Interest Act, 1975.

**34. REGISTRATION OF EMPLOYERS**

- 34.1 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.
- 34.2 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.
- 34.3 The Secretary of the Council must keep a register of employers and any changes must be forwarded to the Council within 14 days.

**35. REGISTRATION OF EMPLOYEES AND RECORDS**

- 35.1 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 agents when asked to do so.
- 35.2 Every employee in the Industry and entering the Industry must complete the application for registration form (Annexure D) supplied by the Council which must be sent to the Council at the end of the first month of employment.
- 35.3 Any later update of registration or information requested by the Council from time to time must be completed and returned without delay.

**36. PROHIBITIONS**

- 36.1 Piecework or taskwork is prohibited except that 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.
- 36.2 An employer may not employ any person under the age of 15 years.

**37. LOGBOOKS**

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.

**38. EXHIBITION OF AGREEMENT AND NOTICES**

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

**39. DISPUTES ON INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT**

- 39.1 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.
- 39.2 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.
- 39.3 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 39.2 above.



- 39.4 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.
- 39.5 If further conciliation is required the Secretary must arrange the date, time and venue and must serve notice on the parties to the dispute.
- 39.6 If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- 39.7 The party on whom the order is served may object in writing to the Council within 14 days, on receipt of which the Secretary must take any of the steps in 39.4 above as may be necessary, excluding paragraph (e).
- 39.8 If a party fails to object, the Secretary may at any time apply to have the order made an arbitration award.
- 39.9 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.
- 39.10 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.
- 39.11 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.
- 39.12 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.
- 39.13 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.
- 39.14 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 organisation and, if the party is a juristic person, by a director or employee.
- 39.15 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.
- 39.16 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.
- 39.17 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.
- 39.18 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 the circumstances to do so.
- 39.19 Within 14 days of the conclusion of the arbitration proceedings the arbitration must issue an arbitration award with reasons, signed by him, and the Council must serve a copy of the award on each party to dispute.
- 39.20 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.
- 39.21 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.
- 39.22 The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

**40. 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 in consistence 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 labourer 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;

**"canvasser/collector"** means a person who represents the establishments 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 articles against customers' list or firms' invoices, makes up orders, assembles, wraps and parcels up articles, mass-measures 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 (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 stationery vehicle used for this purpose;

**"depot supervisor"** means a person who receives, checks, dockets, tags garments 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-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 machines and conducts first-line quality control;

**"establishment"** means any premises in or in connection with which one or more employees are engaged in the Industry;

**"factory clerk"** means a person who checks dockets, pricing and missing dockets and totals daily agency dockets (computer or book);

**"front person"** means a person who receives/issues laundry/dry-cleaning, takes cash, supplies tokens or dockets, loads machines with laundry and answers the phone;

**"Fund"** means the Provident Fund for the Laundry, Cleaning and Dyeing Industry (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 log-book;

**"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 rentering 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;

**"laundromat/laundrette"** means an establishment engaged in the washing, drying and ironing of primarily domestic laundry, through coin/token-operated automatic machines using no steam from fuel fired boilers, and is available for public use;

**"Laundry, Cleaning and Dyeing Industry" or "Industry"** means, without in any way limiting the ordinary meaning of the expression, the Industry carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and includes depots and/or vehicles where such articles are received or collected in order to be laundered, cleaned or dyed to the order of customers;

**"machine hand"** means a person who feeds work into or out of a machine such as a calender, 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 of 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 by 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 materials;

**"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.;

**"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 12 and determined in clause 3 or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work.

#### 41. ULTRA VIRES

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.

#### 42. ATTESTATION

This Agreement signed in Durban on the 18th day of March 1999.

\_\_\_\_\_  
P. KORCK  
NLCDEA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
J. NGCOBO  
SACTWU

\_\_\_\_\_  
Witness

\_\_\_\_\_  
A. T. PARKINSON  
SECRETARY

\_\_\_\_\_  
Date

**ANNEXURE A: PROVIDENT FUND****1. ADMINISTRATION**

- 1.1 The Fund known as the "Natal Laundry, Cleaning and Dyeing Industry Provident Fund" ("the Fund") established in terms of Government Notice No. R.805 of 12 May 1972 continues as part of this Agreement.
- 1.2 The Fund will be financed out of contributions paid in terms of clause 4 and will also consist of interest derived from investments of any moneys of the Fund and any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.
- 1.3
  - (a) The affairs of the Fund and payment of benefits therefrom will be administered by the Council or by a Management Committee appointed by the Council and consisting of the Chairman and the Vice-Chairman of the Council plus two representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.
  - (b) The Chairman and the Vice-Chairman of the Council will also occupy these posts on the Management Committee.
  - (c) In the event of any member of the Management Committee ceasing to be a member of the Council for any reason, he will, subject to the provisions of clause 9.2 also cease to be a member of the Committee.
  - (d) Subject to the provisions of clause 9.11 and of clauses 1.1 and 1.2 of this clause any vacancy which may occur in the Committee must be filled by the Council.
  - (e) Voting will be by way of a resolution moved and seconded by one of the accredited two representatives of the employers and one of the accredited two representatives of the employees.
- 1.4 A majority of the members of the Management Committee will constitute a quorum at any meeting and if an alternate is not in attendance, the voting power of the employer or employees, as the case may be, will be reduced as may be necessary to preserve quality of voting power. Decisions of the Committee will be taken by a majority vote.
- 1.5 Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter will be referred to the Council for a decision.
- 1.6 The expenses incurred for the purpose of the administration of the Fund shall be a charge of the Fund.
- 1.7 Subject to the provisions of the Act, the Council will have the power to make, alter and amend its own internal rules of procedure for the Management Committee and to make, amend and alter the rules governing the administration of the Fund.

**2. OBJECTS**

The objects of the Fund are to—

- 2.1 raise funds by contributions from employees and employers as provided in clause 4 of this Annexure; and
- 2.2 provide members of the Fund with such benefits as are laid down in this Agreement.

**3. MEMBERSHIP OF THE FUND**

- 3.1 A member of the Fund who has reached the retiring age may if his employer agrees to retain him in employment, and to pay contributions in respect of him, elect to continue to be a member of the Fund and to contribute.
- 3.2 Whenever the employment of a member has been terminated and he has applied for and been paid benefits in terms of this Agreement, and he is thereafter re-employed in the Industry, such member will for the purposes of this Agreement be deemed to have entered the Industry for the first time as from the date he is so re-employed.
- 3.3 Whenever the employment of a member is terminated and he is re-employed in the Industry before he has been paid any benefits in terms of this Agreement, any application for benefits by such member will be deemed to be cancelled and he will be deemed to have resumed membership and to be liable to contribute to the Fund as from the date he is so re-employed.
- 3.4 Notwithstanding the provisions of clause 1 of the Main Agreement and the definition of "member" contained in clause 40 of that Agreement, employees for whom wages are determined and who are in receipt of a wage exceeding the limitations contained in clause 3 of the Agreement may be admitted to membership should they elect to become members of the Provident Fund and should the employer consent to make the deductions and contributions prescribed in clause 4 of this Annexure.



#### 4. CONTRIBUTIONS

- 4.1 For the purposes of the Fund every employer must on each pay day deduct from the wages of each member who has worked in any week an amount as agreed and specified in paragraph 2 of Annexure B hereto.
- 4.2 Deductions will be made from payments received by a member for periods of paid leave absence and paid holidays as though the members concerned were present at work in the normal way.
- 4.3 The total amount so deducted from the wages of members, together with an equal amount which must be contributed by the employer, must be forwarded by the latter to the Secretary of the Council each month not later than the 7th day of the following month together with such information as may be required by the Management Committee, for the purposes of administration of the Fund.
- 4.4 (a) Every employer in the Industry is required to lodge a contributions return with the Secretary monthly. The first return must be accompanied by a schedule reflecting the full names of all employees eligible for membership of the Fund, as well as such employees' addresses; identity numbers; and date of engagement together with the name, identity number and address of the member's dependant/s and of his nominee.  
(b) Whenever a new employee enters the Industry and becomes eligible for membership of the Fund, the employer must submit in respect of such employee the particulars required in terms of paragraph (a).

#### 5. BENEFITS

- 5.1 *Withdrawal:* The benefits payable to a member will be the amendment of the member's own contribution plus 20 per cent of the employer's contributions per completed year of membership to a maximum of five years together with interest at a rate determined by the Board from time to time.
- 5.2 *Retirement/retrenchment:* The member will receive his own contributions and full vested portion plus interest.
- 5.3 *Physical incapacity:* If the employee produces a medical certificate confirming that he is unfit to continue to work in the Industry he will be paid the retirement benefit as in clause 5.2 above.
- 5.4 *Death of the member:* On production of a death certificate the benefits payable will be the same as those for retirement in clause 5.2 above. The benefit is payable to the dependants of the deceased in terms of the Pension Funds Act, 1956.
- 5.5 *Funeral:* On production of proof of the death of a member, a funeral benefit shall be paid as follows:  
After 5 and up to 10 completed years of membership: R100,00.  
Over 10 completed years of membership: R500,00.
- 5.6 Notwithstanding the provisions of clause 5.1, the Management Committee may, if in its opinion the resources of the Fund justify it, extend or increase the minimum benefits therein set out, or relax any of the qualifying conditions: The Committee is entitled to exercise such discretion in respect of any individual member or any portion of the membership or of all the members. No payments will be made in terms of clause 6 unless application therefor has been made and, where applicable, within the periods specified.
- 5.7 In the event of no claim being received within one year from the date of termination of services in the Industry the benefits payable will revert to the Fund for the benefit of the remaining members and there will thereafter be no further claim against the Fund: Provided that the Management Committee will, however, in the event of a claim being received within a period of five years from such date, be entitled, in its entire and absolute discretion to make payments to the beneficiaries concerned out of the moneys which have reverted to the Fund.

#### 6. PAYMENT OF BENEFITS

- 6.1 All payments by the Fund must be made by cheque or withdrawal form drawn on the banking account of the Fund, except for disbursements from petty cash which may not exceed R100,00 at a time.
- 6.2 (a) In the event of the death of a member before or after retirement date the benefits payable under clause (4) will be paid to this dependants.  
(b) In the event of a member failing to make a nomination in terms of paragraph (a) hereof or of the nominee predeceasing the member, the Committee will pay the benefits to such dependants of the member as it in its discretion may deem fit. The Committee will, in its absolute discretion, have the power to decide whether the member has left more than one dependant and, if he has left more than one dependant and on the allocation of the benefits among such dependants.  
(c) Every employer must notify the Secretary of the death of any member in his employ and of any known dependants of that employee.

- (d) In the event of the Secretary not having been notified of the latest address of a dependant or appointed nominee and the Management Committee not being able to trace the dependent or appointed nominee at his last-known address and no claim for benefits due in terms of this clause being made within twelve months of the proof of death of a contributor, any benefits due in respect of the death of the member will in the event of a claim being received within a period of three years after the death of a member be entitled in its entire and absolute discretion to make payments to the dependants or nominees concerned out of the moneys which have reverted to the Fund.

## 7. MODIFICATIONS

The Management Committee may if in its opinion the resources of the Fund justify it, by resolution for any period specified by it until further resolution, relax any of the qualifying conditions or waive or modify any of the prohibitions, limitations or restrictions contained in this Agreement, and during the period of operation of any such resolution all members qualifying in terms thereof will be entitled to the benefits of any such waivers or modifications.

## 8. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits accrued or payable in terms of this Agreement will not be capable of being ceded, assigned, transferred or made over in any way, either generally or as security for any debt or obligations due by the contributor, and the Fund will be under no obligation to recognise, acknowledge or act on any such undertaking or document which purports to be such a cession, assignment, transfer or making over, or capable of being attached by an order or process of court, or set off against any debt owing by the person entitled to such benefit.

## 9. FINANCIAL CONTROL

- 9.1 A banking account must be maintained in the name of the Fund in which all moneys received by the Fund shall be deposited.
- 9.2 Cheques or withdrawal forms required to be drawn on the banking institution or any deposit or investment accounts of the Fund must be signed on behalf of the Fund by any two of the following: Chairman, Vice-Chairman and Secretary.
- 9.3 All moneys due to the Fund must be remitted to the Secretary of the Council for deposit in the Fund's banking account.
- 9.4 The Secretary of the Council will have the power to endorse all cheques and other documents on behalf of the Fund for deposit in the Fund's account: Provided that he or the Management Committee will be entitled to appoint one or more alternates who will be entitled to make such endorsements on behalf of the Fund.
- 9.5 A public accountant or public accountants must be appointed by the Management Committee for the purpose of auditing the accounts of the Fund at least once every year.
- 9.6 Not later than 31 March in each year, the public accountant or public accountants must prepare or cause to be prepared a statement showing for the period ended 31 December preceding—
- (a) all moneys received by the Fund in terms of clause 4 of this Agreement and from any other sources;
  - (b) the expenditure incurred under the separate headings.
- 9.7 The public accountant or public accountants must also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the Fund as at 31 December preceding.
- 9.8 The audited statement and balance sheet, countersigned by the Chairman of the Fund, together with the public accountant's report thereon, must thereafter lie for inspection at the office of the Fund.
- 9.9 Any moneys not required to meet current payments expenses may not be invested otherwise than in—
- (a) savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;
  - (b) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975;
  - (c) a registered unit trust; or
  - (d) any other manner approved by the registrar.
- 9.10 In the event of the expiry of this Agreement by effluxion of time or for any other cause and no subsequent Agreement providing for its constitution being entered into within a period of 12 months from the expiry of this Agreement, the Fund will be liquidated as though the members had left the Industry by the Management Committee which in the meantime will continue to administer the Fund.

- 9.11 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time will, subject to the approval of the Registrar of Labour Relations in terms of section 59 of the Act, continue to administer the Fund and the members of the Committee existing at that date will be deemed to be members thereof for such purpose: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising hereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of the Committee and who will possess all the powers of the Committee for such purposes. If there is no Council in existence on the expiry of this Agreement the Fund will be liquidated by the Committee or the trustees, as the case may be, as though the members had left the Industry.
- 9.12 Upon liquidation of the Fund in terms of clause 19.11 and payment of money due to members in terms of that clause the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, will be paid into the general funds of the Council. In the affairs of the Council have already been wound up and its assets distributed the balance of the Fund will be distributed as provided for in section 59 of the Act, as if it formed part of the general funds of the Council.

## 10. INDEMNITY

- 10.1 The members of the Council, the members of the Management Committee and the officers of the Fund will not be held responsible for any act which may result in loss to the Fund where such act was done in good faith, and will not be liable for the debts and liabilities of the Fund, and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.
- 10.2 The Council will not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund on the sequestration or liquidation of the employer's estate or at all.

## ANNEXURE B: Schedule of Payments

### 1. COUNCIL LEVIES

For the purpose of Council levies, every employer must on each pay day deduct from the wages of each employee who has worked in any week an amount of 46 cents and the employer is to add a like amount per week per employee.

### 2. PROVIDENT FUND

For the purposes of the Fund every employer must on each pay day deduct from the wages of each member who has worked in any week an amount of—

R17,50 for the period ending 28/02/2000 and

R22,50 from 01/03/2000

and the employer is to add a like amount per week per employee.

### 3. MEDICAL ASSISTANCE FUND

For the purpose of the Fund every employer must on each pay day deduct from the wages of each member who was worked in any week an amount of R5,20, and the employer is to add a like amount per week per employee.

### 4. ANNUAL BONUS

- 4.1 Each and every employee within the scope of this Agreement is entitled to receive during December each year at least one week's basic wage as an annual bonus.
- 4.2 If an employee has less than a completed year of service, he will receive a *pro rata* amount for his service in that year.





**ANNEXURE D****BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING & DYEING INDUSTRY (NATAL)****REGISTRATION FORM**

**NOTE:** To be completed by every employee on commencement of service and lodged with the Council within seven days of the month in which the employee is engaged.

NAME OF EMPLOYER .....

FULL NAME OF EMPLOYEE .....

HOME ADDRESS OF EMPLOYEE .....

DATE OF ENGAGEMENT ..... OCCUPATION ..... WAGE .....

IDENTITY NUMBER ..... DATE OF BIRTH .....

EMPLOYEE'S PREVIOUS SICK/PROVIDENT FUND NUMBER.....

I, the undersigned, hereby appoint as may beneficiary in the event of my death .....

(name of beneficiary).....

(address of beneficiary).....

and hereby indemnify the Management Committee of the Provident Fund against any claim made by the representative of my deceased estate or by any other person whatsoever for payment of any benefits from the said Fund. In the event of the aforesaid beneficiary predeceasing me then I authorise that payment be made to the dependants listed below at the absolute discretion of the Management Committee.

NAME	DEPENDANT'S RELATIONSHIP	ADDRESS	I.D. NUMBER

Dated at ..... this day of ..... 19 .....

**AS WITNESSES**

1. ....

2. ....

.....  
*Signature of contributor*

**FOR OFFICE USE ONLY:**

Name of applicant .....

Employer .....

Applicant's Provident/Sick Fund Number .....

Entered into Provident Fund/Medical Assistance Scheme.....

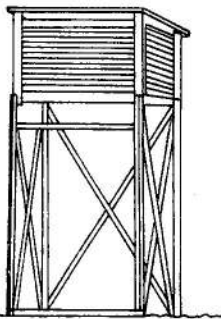
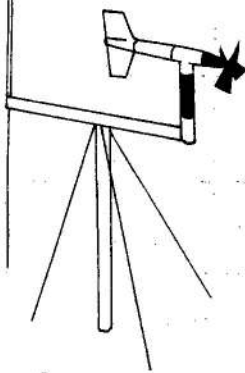
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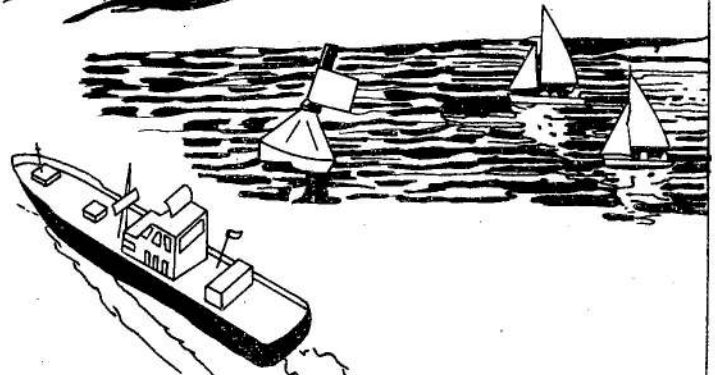
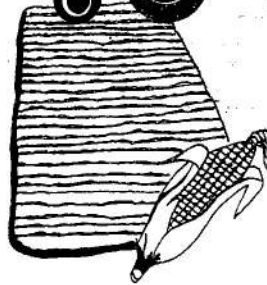
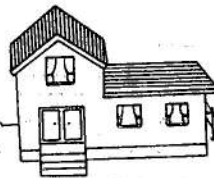
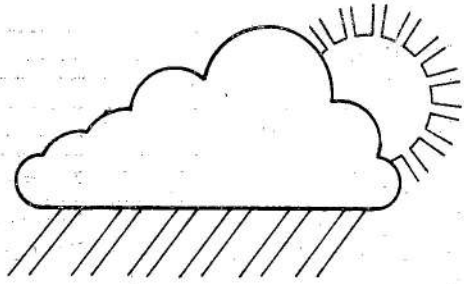
**WAGE SCHEDULE****WAGES: 1999-2000**

Grade	Weekly hours	Ordinary time per week	Ordinary time per hour	Overtime per hour
LAUNDROMAT .....	45	R192,00	R4,27	R 6,41
A. Labourers/others not specified .....	44	R344,00	R7,82	R11,73
B. Laundry Finishing Hand/Laundry Machine Operator .....	44	R348,00	R7,91	R11,87
C. Dry-Cleaning Finishing Hand/Laundry Machine Operator/ Marker/Sorter/Packer/Spotter/Examiner/Plain Sewer/Boiler Attendant .....	44	R349,00 R352,00	R7,94 R8,00	R11,91 R12,00
After six months' experience .....				
Watchman/Security Guard .....	45	R349,00 R352,00	R7,76 R7,83	R11,64 R11,75
After six months' experience .....				
D. Factory Clerk/Checker .....	44	R350,00 R356,00	R7,96 R8,10	R11,94 R12,15
After six months' experience .....				
E. Canvasser/Collector .....	44	R356,00	R8,10	R12,15
F. Invisible Mender/Receiving Depot Assistant .....	44	R350,00 R361,00	R7,96 R8,21	R11,94 R12,32
After six months' experience .....				
G. Clerical Worker—first year .....	44	R350,00 R362,00 R383,00	R7,96 R8,23 R8,71	R11,94 R12,35 R13,07
after first year .....				
after second year .....				
H. Driver—motor vehicle—Scooter .....	45	R362,00 R365,00 R383,00	R8,10 R8,30 R8,71	R12,15 R12,45 R13,07
Not more than 3 000 kg .....				
Over 3 000 kg .....				
I. Maintenance Man/Cleaner/Learner Dyer—first year .....	44	R356,00 R365,00 R383,00	R8,10 R8,30 R8,71	R12,15 R12,45 R13,07
after first year .....				
after second year .....				
J. Foreman .....	44	R404,00	R9,19	R13,79
K. Qualified Dyer/Qualified Mechanic .....	44	R404,00	R9,19	R13,79

# SA WEATHER BUREAU SA WEERBURO



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DEPT. OF ENVIRONMENTAL AFFAIRS AND TOURISM · DEPT. VAN OMGEWINGSAKE EN TOERISME

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