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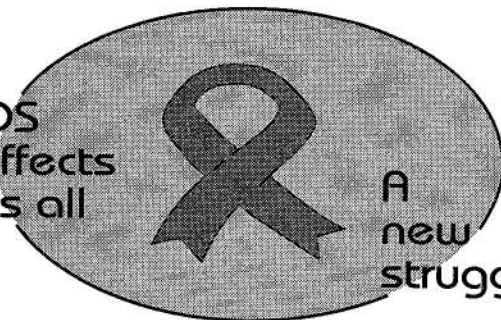
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PRETORIA, 3 SEPTEMBER 1999

No. 20405

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DEPARTMENT OF HEALTH

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DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1020

3 September 1999

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG): 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, Dry Cleaning and Dyeing Trade 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 trade, with effect from 13 September 1999 and for the period ending 30 September 2001.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1020

3 September 1999

WET OP ARBEIDSVIRHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (GAUTENG): 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, die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn, en wat in die Bedingingsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf 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 bedryf, met ingang van 13 September 1999, en vir die tydperk wat op 30 September 2001 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)

MAIN COLLECTIVE AGREEMENT

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

Transvaal Dry Cleaners and Launderers Association

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

Transport and General Workers Union (TGWU)

and the

National Service and Allied Workers Union (NASAWU)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being the parties to the Bargaining Council for the Laundry, Dry Cleaning and Dyeing Trade (Gauteng).

1. SCOPE OF AGREEMENT

1.1 This Agreement applies to all employers and all employees who are parties to this Agreement and who are engaged in the Laundry, Dry Cleaning and Dyeing Trade in the Magisterial Districts of Johannesburg and Alberton.

1.2 In terms of this Agreement, the provisions of subclause 1.1 shall apply only to employees for whom wages and salaries are specified in this Agreement and to the employers of such employees.

1.3 The terms of this Agreement shall not apply to non-parties in respect of clause 1.1, 2 and 25 and in respect of employees who are in receipt of regular remuneration of R814,18 or more per week or of R3501,00 or more per month.

2. PERIOD OF OPERATION

2.1 This Agreement shall come into operation—

- (a) in respect of the parties to the agreement on the date of signature;
- (b) in respect of non-parties, 10 days after the date of publication in the Gazette.

2.2 This Agreement shall remain in force until 30 September 2001.

3. DEFINITIONS

Unless the contrary intention appears, any expression used in this Agreement and which is defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act. Words importing the masculine gender shall include females, unless inconsistent with the context—

"Act" means the Labour Relations Act, Act No. 66 of 1995;

"administrative employee" means an employee other than An invoice clerk or recorder time keeper or storeman, engaged in general office work involving writing, typing, or other forms of clerical work, and includes a cashier (other than a cashier in a depot), telephone operator or wage clerk;

"administrative employee, qualified" means an administrative employee who has not less than 12 months experience;

"article" means without in any way limiting the ordinary meaning of the expression, any object which is submitted for the purpose of laundering, dry cleaning or dyeing, and includes carpets, carpeting, upholstered furniture and curtains;

"boiler attendant" means an employee engaged in fitting and/or attending a boiler and/or maintaining the water level and steam pressure;

"bulk sorter" means an employee engaged in separating and examining articles to the code-mark of any depot, agent or collector of the employer, but who shall not separate articles according to the customers identification marks;

"caller out" means an employee engaged in opening up parcels or bundles of articles to be processed for laundering, dry cleaning or dyeing, and includes carpets, carpeting, upholstered furniture or curtains.

"calendar machine" or **"mangler operator"** means an employee who is engaged in feeding and/or taking off and/or mangle, and who may start or stop the machine;

"canvasser Grade I" means an employee engaged in driving a motor vehicle for the purpose of, or who, operating from a motor vehicle, is engaged in collecting, inviting or soliciting new or repeat orders for goods to be laundered, dry cleaned or dyed, who prices and issues invoices, and who may deliver goods to customers and accept payment in respect thereof;

"canvasser Grade II" means an employee who, operating on foot or by pedal cycle from an establishment, is engaged in collecting, inviting or soliciting new or repeat orders for goods to be laundered, dry cleaned or dyed, and who may deliver goods to customers and accept payment in respect thereof, who prices and issues invoices, and also performs a general employee's duties in or in connection with the establishment from which he normally operates;

"canvasser's assistant" means an employee who accompanies his employer or a Canvasser Grade I to load and unload goods and who may, when accompanying such employer or canvasser, collect and deliver orders on the instructions of such employer or canvasser, but who may not drive a vehicle nor make out invoices or receipt vouchers for goods;

"casual employee" means an employee who is employed by the same employer for not more than two days in any one week;

"checker" means an employee engaged in checking with the customer's lists or firms invoices processed articles after they have been sorted and assembled, and/or in copying such lists or invoices and/or in compiling despatch sheets;

"coin or token operated establishment" means any premises used for the purpose of making one or more of the following facilities available to persons:

- (a) Laundering;
- (b) dry-cleaning;
- (c) pressing;
- (d) ironing;
- (e) steaming;

- (f) finishing to shape of articles;
- (g) water extracting;
- (h) tumbling;

"coin or token-operated establishment attendant Grade I" means an employee who is in attendance in a coin or token-operated establishment and who may be required or permitted to perform one or more of the following operations:

- (a) Cleaning the establishment and/or machines;
- (b) attending to/or assisting persons who make use of any of the facilities available in a coin or token-operated establishment;
- (c) accepting money and/or issuing change or tokens;
- (d) keeping the records relating to the establishment;
- (e) removing money or tokens from coin or token slots attached to the machines in the establishment and accounting the same;
- (f) supervising one or more employees;

"coin or token-operated establishment attendant Grade II" means an employee who is in attendance in a coin or token-operated establishment and who may be required or permitted to perform the duties stated in the definition of coin or token operated establishment attendant Grade I above except the duties defined in with subclauses (d), (e) and (f);

"Council or Bargaining Council" means the Bargaining Council for the Laundry, Dry Cleaning and Dyeing Trade (Gauteng) registered in terms of the Labour Relations Act, 1995;

"daily wage" means the weekly wage of an employee concerned, divided by—

- (a) five in case of an employee normally engaged in a five-day week;
- (b) five and a half in the case of an employee normally engaged in a six-day week;
- (c) six in the case of a watchman;

"depot" means any premises used for the purpose of accepting or receiving articles to be laundered, dry cleaned or dyed or from which articles are fetched or collected or delivered;

"depot attendant" means an employee inside a depot or at a receiving or dispatching counter in a Laundry, dry cleaning or dyeing processing establishment and/or inside an establishment operated by a subcontractor engaged in one or more of the following operations:

- (a) Inviting or soliciting and/or receiving articles to be laundered, dry cleaned and/or dyed and/or re-issuing such articles after processing;
- (b) accepting money in payment and/or acting as a cashier;
- (c) banking of moneys;
- (d) keeping of records of the depot;

"driver" means an employee who is engaged in driving a motor vehicle, for the purpose of transporting goods between a factory and its depots, collecting and delivering orders to and from subcontractors or contract customers and accepting payments thereof;

"driver's assistant" means an employee who accompanies a driver or his employer to load and unload goods, but who may not drive a vehicle nor make out invoices or accept vouchers for goods;

"dry brusher" means an employee engaged in brushing articles after they have been laundered or dry cleaned;

"dyer" means an employee who is engaged in blending dye stuffs and who, being responsible for the purpose of dyeing and/or bleaching, decides that dyes or a combination of dyestuffs or other chemicals are to be used to obtain the shade of colour required, and issues instructions as to the applications thereof;

"emergency work" means any work which, owing to the breakdown of machinery or plant, or to the breakdown or threatened breakdown of buildings or to other unforeseen circumstances such as fire, storm, accident, epidemic, violence or sudden illness, must be carried out urgently;

"establishment" means any premises in or in connection with which one or more employees are engaged in any activity involved in the laundering, dry-cleaning and dyeing occupations and includes a depot and/or vehicle and any place where washing and/or ironing and/or cleaning and/or dyeing and/or pressing and/or finishing facilities are provided for use by persons by means of any automatic or semi-automatic processes, and/or premises occupied or made use of by a subcontractor;

"experience" means the total period or periods of employment which an employee has had in the particular occupation in which he is engaged;

"finishing hand" means an employee engaged in ironing, pressing or steaming articles to shape after they have been dry-cleaned. A finishing hand who is engaged in operating a pressing machine may, incidental to his occupation, carry out minor adjustments to the machine which he normally operates;

"full time employee" means an employee, other than a part-time and casual employee, for whom maximum hours of work are prescribed in clause 7.

"general employee" means an employee who is engaged in one or more of the following operations:

- (a) stirring a dye solution during the process of dyeing;
- (b) wrapping and tying parcels;
- (c) cleaning or polishing premises, vehicles, machinery or implements;
- (d) assisting a maintenance man, but who shall not use the tools himself in rendering such assistance unless on unskilled work under the direct personal supervision of such maintenance man;
- (e) brushing articles prior to processing;
- (f) carrying articles from one department of an establishment to another;
- (g) sorting articles, but not according to customers' or bulk identification marks nor according to customers' lists or dockets or the firm's invoices;
- (h) loading and unloading articles on to or from vehicles or other conveyances;
- (i) shaking out articles in preparation for the next process;
- (j) making tea or similar beverages;
- (k) in relation to vehicles, filling petrol tanks, draining and filling oil sumps; removing, filling and replacing batteries; oiling and greasing motor or other vehicles; pumping air; removing, replacing or changing wheels, rims, tyres and tubes; repairing punctures; raising or lowering vehicles by means of jack or hoist; checking for leaks and tightening studs, bolts and nuts; and/or fitting or replacing fan-belts and/or grease nipples;
- (l) removing paint from and cleaning vans in preparations for painting, rubbing down, filling primer and putty or painting parts of vehicles by brush;
- (m) demolishing buildings or other structures;
- (n) loosening, taking out, breaking or spreading stone, soil, clay or sand; digging trenches, foundations or other excavation work or sieving by hand;
- (o) mixing mortar, concrete, stone or bitumen, or transporting it by barrow or shovel;
- (p) removing refuse or ashes;
- (q) chipping scale from and cleaning boilers;
- (r) operating a hand hoist;
- (s) moving machinery or equipment;
- (t) folding statements and inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence and parcels, or collecting mailing mail;
- (u) stacking and unstacking, mass-measuring to set scale or counting consumable supplies or spares;
- (v) remaining at a post inside premises to check the entry and exit of persons;

"handyman" means an employee who, under the supervision of a maintenance man, is engaged in painting, making minor repairs and adjustments to machinery, plant, buildings or other equipment, and who may oil and grease machinery, including overhead shafting, replace belts and apply belt dressing;

"invisible mender" means an employee engaged in the hand or machine mending or repairing of articles (excluding silk or other hosiery) composed of woven or knitted material, using the stoating and/or fine drawing and/or reentering process.

"Laundry Dry Cleaning and Trade" or **"Trade"** means, without in any way limiting the ordinary meaning of the expression, the Trade carried on in establishments where articles are laundered cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers, but excludes the dyeing of fur pelts;

"machine operator" means an employee who operates one or more machines, including any machine performing the work of two or more such machines—

- (a) in the laundry and dry cleaning sections:
Washers, extractors, tumblers and carpet shampooing machines;
- (b) In the dyeing section:
All machines, other than pressing machines;

Provided that a machine operator may be required—

- (a) to oil and grease his machine(s), to repair belts and carry out minor adjustments;
- (b) to determine and record the length and mass of processed articles;
- (c) to mass-measure or measure out dyestuffs or other chemicals or ingredients;
- (d) to classify articles for processing;

"maintenance man" means an employee who performs the work of an employee who has served an apprenticeship, which includes the maintenance of and/or major repairs to machinery, plant, buildings or other equipment, and who may be assisted by one or more general employees working under his direct personal supervision.

"marker" means an employee engaged in one or more of the following operations:

- (a) Marking articles with customers' identification marks per machine or by hand;
- (b) entering identification marks on slips or tabs for attachment to articles and/or attaching slips or tabs to articles for subsequent identification;
- (c) checking such identification marks against slips or invoices before the article concerned are processed; and
- (d) may examine articles for faults or blemishes, classify such articles for processing and count articles in bulk and record the total thereof;

"mender" means an employee, other than an invisible mender who is engaged in repairing garments or other woven or knitted articles;

"part-time employee" means an employee employed for not more than eight ordinary working hours per day and not more than 25 ordinary hours per week;

"plain sewer" means an employee who is engaged in one or more of the following operations:

- (a) Taking trouser turn-ups;
- (b) attaching hat bands;
- (c) replacing press studs and/or hooks and eyes and/or buttons;

"premises" means any land, building, room, structure, tent, establishment, van or vehicle;

"presser"—see finishing hand;

"quality controller" means an employee engaged in examining articles for faults or blemishes after completion of the processes of laundering or cleaning and the finishing involved;

"recorder" means an employee engaged in one or more of the following operations:

- (a) Mass-measuring or counting and recording quantities;
- (b) recording performance times and other particulars relating to production;
- (c) direction and/or recording the process of work through the factory;
- (d) booking out parcels and/or completing stereotype forms, other than wage records, for costing or record purposes;

"sewer" means an employee operating a sewing machine for the purpose of joining lengths of material together in preparation for the process;

"sorter" means an employee engaged in one or more of the following operations:

- (a) The sorting and/or assembling of processed articles according to customers' identification marks and/or customers' lists or firms' invoices;
- (b) the verification of identification marks placed on articles;

"spotter" means an employee engaged in selecting articles for spotting and/or removal of stains from articles;

"subcontractor" means any person who does not operate or own an establishment but who operates per foot, cycle or motor vehicle, and/or operates in or from premises for the purpose of canvassing, inviting soliciting, collecting or receiving from persons orders for goods to be laundered, dry cleaned or dyed or who delivers or hands out goods which have been laundered, dry cleaned or dyed;

"supervisor" means an employee who is in charge of employees in an establishment, other than a vehicle and a depot, who exercises control over such employers and who is responsible for the efficient performance by them of their duties;

"trade" means an establishment where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers, but excludes the dyeing of fur pelts;

"unladen mass" means the mass of a motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licenses in respect of motor vehicles. Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or auto-cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 500 kg;

"wage(s)" means the wage payable to an employee in money in terms of clause 4 and in respect of the ordinary hours of work specified in clause 7;

"watchman" means an employee engaged in guarding the premises of any establishment by day or by night;

"wet cleaner" or **"water brusher"** means an employee engaged in washing articles with soap or a soap solution or powder by the use of a brush, spray, cloth, sponge or steam gun.

4. WAGES

No employer shall pay and no employee shall accept a wage lower than the specified minimum wages for that employee's grade and experience as shown hereunder:

Employee grading	Wage per hour	Wage per week	Wage per month
A.....	R 8,01	R344,24	R1 480,23
B.....	R 8,34	R358,47	R1 541,42
C.....	R 8,59	R369,60	R1 589,28
D.....	R 8,70	R374,03	R1 608,33
E.....	R 8,91	R383,19	R1 647,72
F.....	R 9,27	R398,52	R1 713,64
G.....	R14,80	R636,31	R2 736,20

4.1 Any hourly-paid employee is paid per specified job description. Any calculations of wages or deductions of wages must be based on the weekly or weekly deductions, that is, four and a third times the weekly wage due to him in terms of this Agreement.

4.2 (a) A casual employee shall receive a daily wage or part thereof, of not less than one fifth of the weekly wage payable to an employee in that workplace who performs the same class of work as the casual employee is required to perform.

(b) If such an employee continues to render his services for a period of not less than 5 days a week and not less than 3 months, such an employee will automatically become a permanent employee.

(c) A fixed term contract employee shall undertake a specific work for an agreed period of time and shall be engaged to work according to a written contract with the company. The contract shall lapse by effluxion of time.

4.3 An employee who has completed more than five years but less than ten years of continuous employment with the same firm, shall be granted an additional 5% increase on the specified minimum wages. An employee who has completed ten years but less than fifteen years of continuous employment, shall be granted an additional 10% on the specified minimum wages. An employee who has fifteen years or more of continuous employment, shall receive/be granted an additional 15% on the specified minimum wages.

4.4 Subclause 4.3 shall not be affected by any changes of ownership during the employee's period of service.

4.5 Whenever a part-time depot attendant is required to work for a period of less than four consecutive hours on any day he shall nevertheless be paid at least four hour's pay.

5. PAYMENT OF REMUNERATION

5.1 (a) Wages due to every employee shall be paid in cash, weekly or monthly, unless the contract of employment is terminated before the usual pay day, when wages shall be paid immediately on such termination.

(b) Payment due shall be placed in a sealed envelope, accompanied by a statement to be kept by the employee in the form of Annexure A to this agreement which shall contain—

- (i) the employer's name and address, and occupation;
- (ii) the name of the employee;
- (iii) the period for which the particular payment is made;
- (iv) the employees' remuneration in money, and overtime paid if there is any overtime;
- (v) any deductions made and the reason thereof;
- (vi) payment must be done during working hour at the work place or at a place agreed to by the employee;
- (vii) the amount contained in the envelope as set out in this Agreement;

5.2 (a) Notwithstanding anything to the contrary in this Agreement, the payment of commission to a canvasser Grade II, may be made separately from his other remuneration.

(b) Commission may be paid monthly and payment shall be made not later than the fourth-day after the last week in each month.

(c) Payment of commission shall be accompanied by a statement to be retained by the employee concerned, showing—

- (i) identification of establishment;
- (ii) name of employee;
- (iii) rate of commission;

- (iv) the total values of orders brought in by him during each week in the relevant period, together with the date of the last working day in each such week;
- (v) the amount of the commission payable in respect of each week of the relevant period;
- (vi) a statement of any orders held in suspense in terms of the first provision hereto:

Provided that in the event of the value of any order not being determined at the time of payment that commission may be deferred for one month: Provided further that in the event of the termination of service of an employee, the commission owing to him at the date of termination shall be forwarded to the council together with a statement thereof, within 30 days of such termination.

6. DEDUCTIONS

6.1 Subject to the provisions of clause 5 of this Agreement, no employer shall withhold any portion of remuneration earned by an employee or fine or levy an employee or charge any employee a fee, except—

- (i) where otherwise provided in this Agreement;
- (ii) with the written consent of an employee;
- (iii) where it is required by the law;
- (iv) for the ordinary hours of work specified in clause 7 in this Agreement;
- (v) contributions to Council funds in terms of clause 23 of this Agreement;
- (vi) contributions to and any special deductions which is binding on behalf of the Sick Benefit fund and Provident fund;
- (vii) for subscriptions to any provident, pension or savings funds, trade union, insurance, holiday, loans and medical aid scheme;

6.2 Any other deductions made by the employer should be in a written agreement signed by both the employer and employee.

7. ORDINARY HOURS OF WORK

7.1 The ordinary hours of work of an employee other than a casual employee or a watchman, shall not exceed 44 hours in any week from Monday to Saturday inclusive, provided—

- (a) such an employee who works five (5) days per week will not work longer than nine hours per day;
- (b) that such employee who works six (6) days may not work more than eight hours in any day.

7.2 A part-time Depot attendant shall be required to work 25 hours in any week from Monday to Saturday.

7.3 An employee engaged in a canvasser, a driver of a motor-driven vehicle or canvasser's assistant, a driver's assistant and a boiler attendant shall be required to work—

- (a) 45 hours in any week from Monday to Sunday inclusive;
- (b) subject to paragraph (a) above, such employee shall not work more than 10 hours on any day.

7.4 The ordinary hours of work of a casual employee shall not exceed eight on any day.

7.5 In the case of watchman the ordinary hours of work will be reduced to 50 hours per week over a period of two years as required by the Basic Conditions of Employment Act (BCEA), with effect from the coming into operation of this agreement.

7.6 Ordinary hours of work are exclusive of meal intervals.

7.7 Hours of work will reduce to 40 hours per week over a 5 year period as required in terms of the BCEA, with effect from the coming into operation of this agreement.

The above will constitute normal maximum hours of work for all employees.

8. OVERTIME

8.1 Subject to this clause an employer may not require or permit an employee—

- (a) to work overtime except in accordance with an agreement;
- (b) to work more than—
 - (i) three (3) hours overtime a day; or
 - (ii) ten (10) hours overtime a week.

8.2 An employer must pay an employee at least one and one-half times the employee's wage for overtime worked.

8.3 Despite subclause 2, an agreement may provide for an employer to—

- (a) pay an employee not less than the employee's ordinary wage for overtime worked and grant the employee at least 30 minutes' time off on full pay for every hour of overtime worked; or
- (b) grant an employee at least 90 minute's paid time off for each hour of overtime worked.

8.4 (a) An employer must grant paid time off in terms of subclause within one month of the employee becoming entitled to it.

(b) An agreement in writing may increase the period contemplated by paragraph (a) to 12 months.

8.5 An agreement concluded in terms of subsection 8.1 with an employee concerns employment, or during the first three months of employment, lapses after one year.

9. PAYMENT FOR WORK ON SUNDAY

9.1 (a) Any work and/or services provided for by an employee on Sunday(s) shall be calculated at double time, the employee's ordinary rate of pay.

(b) Any such hours worked may per agreement be taken as paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay the employee is entitled to in terms of (a) above.

9.2 (a) An employer and an employee shall enter into a 12 months written agreement concerning time off.

(b) Such time off shall be taken within one month of such hours worked on a Sunday.

10. PAID PUBLIC HOLIDAYS

10.1 No employee may be required, to work on a public holiday except in accordance with an agreement.

10.2 If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay—

(a) an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;

(b) an employee who does work on the public holiday—

(i) at least double the amount referred to in paragraph (a); or

(ii) if it is greater, the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day.

10.3 If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to—

(a) the employee's ordinary daily wage; plus

(b) the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.

10.4 An employer must pay an employee for a public holiday on the employee's usual pay day.

10.5 Any hours worked on a public holiday may per agreement be taken as paid time off and shall be calculated at double the amount of each hour worked on a public holiday.

10.6 (a) An employer and an employee shall enter into a 12 months written agreement concerning time off.

(b) Such time-off shall be taken within one month of such hours worked on a public holiday.

11. ANNUAL LEAVE

11.1 For the purpose of this clause, "annual leave cycle", shall mean the period of 12 months' continuous employment immediately following the completion of the agreed annual leave cycle.

11.2 (a) Any employee who works five (5) days per week is entitled to 15 consecutive working days annual leave of absence on full remuneration, exclusive of Public Holidays.

(b) Any employee who works six (6) days per week is entitled to 21 consecutive days annual leave of absence on full remuneration, exclusive of Public Holidays.

(c) Only by agreement, shall annual leave be calculated at one day for every 17 days worked or one hour for every 17 hours on which the employee worked or was entitled to be paid full remuneration during the first four (4) months of employment.

11.3 Any payment made to the employee must be calculated on the ordinary daily hours of work per day.

11.4 Any annual leave due to the employee must be granted not later than six months after the end of the annual leave cycle.

11.5 Any leave accrued by an employee before the date of termination of his employment shall be paid to him as specified in clause 11.3.

11.6 The employer and the employee shall agree on the fixed time when such leave shall be taken.

11.7 An employer must pay an employee leave pay before the beginning of the period of leave, or by agreement, on the employee's usual payday.

12. STUDY LEAVE

12.1 Every employee shall be entitled to two days paid leave per annum, per subject up to a maximum of six days per annum.

12.2 Leave is not accumulative or transferable.

13. SICK LEAVE

13.1 During the first six months of employment, the employee will be entitled to one day's paid sick leave for every 26 days worked. Notwithstanding the aforesaid, the employee will be 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. An employee is therefore entitled to 42 days sick leave per each 36 month sick leave cycle.

13.2 An employee must notify the company by 10 am in the morning of any absence due to illness/injury.

13.3 An employee must produce a medical certificate to his supervisor after more than two consecutive days absence from work in order to qualify for paid sick leave. The 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.

14. OVERALLS AND PROTECTIVE CLOTHING

Taking into account the nature of the hazard that is to be countered, and without derogating from the general duties imposed on employees and users of machinery, the safety equipment and facilities contemplated shall include, as may be necessary: Suitable goggles, spectacles, face shields, welding shields, visors, hard hats, protective helmets, caps, gloves, gauntlets, aprons, jackets, capes, sleeves, leggings, spats, gaiters, protective footwear, protective overalls, or any similar safety equipment or facility of a type that will effectively prevent bodily injury.

15. EMPLOYMENT OF CHILDREN

No employer may employ any person under the age of 15 years.

16. TERMINATION OF EMPLOYMENT

16.1 Subject to the provisions of the Agreement, a contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than—

- (a) one week, if the employee has been employed for four weeks or less;
- (b) two weeks, if the employee has been employed for more than four weeks but not more than a year;
- (c) four weeks, if the employee has been employed for one year or more;

16.2 Notice of termination of a contract of employment given by an employer must—

- (a) not be given during any period of leave to which the employee is entitled to in terms of Clause 11 of this Agreement;
- (b) not run concurrently with any period of leave to which the employee is entitled to except sick leave.

16.3 A dismissed employee has a right to dispute the lawfulness or fairness of his dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law.

16.4 Notification must be accompanied by a certificate of service referred to in clause 17 and by any wages, holiday pay, or other amounts due to the employee on such termination, for transmission to the employee.

16.5 An employee who is put on Short time for a period of one week or longer shall have the right to terminate his employment without giving any notice.

16.6 An employer or employee shall be entitled to terminate a contract of employment by paying or forfeiting one week's or two week's or a month's wages, as the case may be, in lieu of giving such notice.

16.7 (a) If any employee owes any money to the employer in terms of the provision of this clause, then the employer may deduct from the employee's wages any money that the employee owes.

(b) If the wages become insufficient to meet the full amount of the forfeiture referred to herein the employer shall be entitled to recover such amounts from other benefits (if any) that were in the process of accrual to such employee at the time of his leaving his employment.

16.8 (a) An employer may not terminate the services of an employee in absentia.

(b) If such happens the Secretary of the Council must be notified by the employer.

(c) Notification must be accompanied by a certificate of service referred to in clause 17 and by any wages, holiday pay, or other amounts due to the employee on such termination, for transmission to the employee.

17. CERTIFICATE OF SERVICE

Subject to the provisions of clause 16.4, every employer shall issue a certificate of service to every employee on the date of termination of his employment in the form of Annexure D to this Agreement.

18. INSURANCE OF WAGE AND LOSS OF PERSONAL EFFECTS

(a) Every employer shall insure with a registered insurance company to provide for the payment to his employees who are deprived of work through fire, one week's wages for weekly-paid employees and one month's wages for monthly-paid employees: Provided that, should stoppage of work be for a period of less than one week or less than one month, as the case may be, payment for such shorter period shall be provided for by means of insurance.

(b) Every employer shall insure with a registered insurance company to provide for the payment to his employees, employed in a depot, which shall cover an amount of not less than 75% per claim in the event of personal loss as a result of theft and/or robbery while on duty.

19A. REGISTRATION OF EMPLOYERS

Every employer operating in the Laundry, Dry Cleaning and Dyeing Trade, shall within one month of the day of commencement of operations, notify the Secretary of the Council, in writing in the form of Annexure H to this Agreement of the following particulars:

- (a) His full name and residential address;
- (b) the title or trade name of his business;
- (c) the full address of his business including the P.O. Box number (if any) and the telephone number (if any);
- (d) the nature of the business (i.e. whether a factory and whether a laundry and/or dry cleaning and/or dyeing establishment);
- (e) the trade names and addresses of all depots;
- (f) the date on which operations began or the premises were occupied, as the case may be;
- (g) the following particulars relating to subcontractors who are contracted to such employer or occupier of an establishment:
 - (i) The full name and residential address of the subcontractor;
 - (ii) the title or trade name of his business;
 - (iii) his full business address, including the P.O. Box number (if any) and telephone number (if any);
 - (iv) the date on which the contract commenced.

19B. REGISTRATION OF SUBCONTRACTORS

Every Subcontractor who operates from an establishment and/or motor vehicle and/or pedal cycle and/or per foot shall within 14 days from the date of commencement of operations notify the Secretary of the Council, in writing, in the form of Annexure H to this Agreement, of the following particulars:

- (a) The full name and address of the firm to which he is contracted;
- (d) his full name and residential address;
- (e) the title or trade name of his business;
- (f) his full business address, including the P.O. Box number (if any) and telephone number (if any);
- (g) the date on which operations were commenced or the premises were occupied by him, as the case may be.

19C. PARTICULARS RELATING TO EMPLOYEES AT DATE OF COMMENCEMENT OF BUSINESS

Every employer operating in the Laundry, Dry Cleaning and Dyeing Trade, or occupier of any premises where one or more employees are engaged in the Laundry, Dry Cleaning and Dyeing Trade, shall within one month from the date of commencement of operations or the occupation of the form of Annexure I to this Agreement, of the following particulars relating to all the employees employed by him in the Laundry, Dry Cleaning and Dyeing Trade, as at the date of such notification:

- (a) Their full names' (surnames and first names);
- (c) their full home addresses;
- (d) the number of their reference books or identity documents;
- (e) their classification (category of work);
- (f) the date on which they started work with the particular employer;
- (g) the wages received by them;
- (h) their race and sex;
- (i) their Council registration numbers (if available).

20. REGISTRATION OF EMPLOYEES AND MONTHLY RETURNS

20.1 Every employer operating in the Laundry, Dry Cleaning and Dyeing Trade, shall within one month from the date of commencement of operations, notify the Secretary of the Council, in writing, in the forms of Annexure I to this Agreement, of the following particulars relating to all the employees employed by him:

- (a) Their full names (Surnames and Names);
- (b) their home or postal address;
- (c) their date of birth;
- (d) their reference or identity number;
- (e) their classification (category of work);
- (f) the date on which they started work with the particular employer;
- (g) their wages;
- (h) their Council registration number (if available).

20.2 Every employer shall submit to the Secretary of the Council not later than the seventh day of each month a return in the form of Annexure E to this Agreement, showing the full particulars of employees who in the course of the previous month—

- (a) entered his employ;
- (b) left his employ;
- (c) assumed a different category of occupation.

EXEMPTIONS

21.1 Any business entity falling within the Council's registered scope may apply to the Bargaining Council's Exemption Body for exemption from any or all of the provisions of this Agreement.

21.2 All applications for exemption shall be made in writing to the Secretary of the Council for consideration by the Council's Exemption Body.

21.3 All applications for exemption must be fully motivated and supported by any relevant documentation and in addition must contain the following information:

- (a) The period for which the exemption is sought;
- (b) the number of employees affected;
- (c) the clauses and sub-clauses of this agreement from which the exemption is requested;
- (d) satisfactory proof that the exemption applied for has been discussed between the employer, the employees affected and/or their respective representatives, including the response resulting from such discussion either in support of or in opposition to the application.

21.4 (a) If the exemption is expressed by the applicant to be urgent, the Secretary shall examine the application to determine whether it is in his or her sole discretion urgent.

(b) If the Secretary decides that the application is urgent, then he/she shall hand the application forth with to the chairperson of the council's Exemptions Body, who shall convene a meeting of the Exemptions Body within seven (7) days of receipt of the application for consideration.

(c) If the secretary decides that the application is not urgent then he/she shall deal with it in the ordinary course of events.

21.5 The Independent Exemptions Body shall, hear and decide as soon as possible any appeal brought against the Bargaining Council's refusal of non-parties application for exemption or withdrawal of such exemption.

21.6 The Independent Exemptions Body shall consider all applications for appeal—

- (i) either written or verbal if any;
- (ii) fairly and quickly; by conducting appropriate discussions between the affected employer and employee, representative and witnesses;
- (iii) the terms of the exemption sought, including the period thereof;
- (iv) any possible infringement of basic conditions of employment right which may result if the exemption is granted;
- (v) whether or not a competitive advantage will be afforded to the applicant should the exemption be granted;
- (vi) if the exemption sought is from any employee Benefit fund or training provision, the sufficiency of the alternative benefit or provisions proposed by the applicant, including such factor as the cost to the employee, transferability, administration, management, costs, growth and stability;
- (vii) the extent to which the proposed exemption may undermine collective bargaining and labour peace in the trade or sector concerned;
- (viii) any existing special financial, economic or other circumstances which are put forward by the applicant as reason warranty the granting of the exemptions; provided that the Independent Exemptions Body may require the disclosure of such relevant, verifiable information as it may deem fit in this regard.

21.7 The information or verbal representations gathered by the Council's Exemption Body during discussion shall be considered necessary to decide on the application for exemption.

21.8 The Council's Exemptions Body shall notify an applicant of its decision within fourteen (14) days of such decision having been reached—

- (a) if an exemption has been granted, the Council's Exemption Body shall specify the conditions if any, of its approval of the application, and the period for which the exemptions is to be valid and the clause from which exemption is granted;
- (b) if the application for exemption is rejected the Council's Exemption Body shall provide concise reason for such rejection.

21.9 The decision of the Independent Exemption Body with regard to all applications for appeal shall be final and binding.

21.10 The Bargaining Council may grant exemption from any of the provisions of this agreement to any member of the employer's party and trade unions who are parties to the Council.

22. RECORDS TO BE KEPT

22.1 Every employer shall at all times keep the following written records up to date:

- (a) The name of the employee and occupation;
- (b) identity document number, clock number and/or payroll number of the employee;
- (c) the time (i.e. total ordinary hours and/or overtime), worked by each employee (see Annexure G);
- (d) the rate of pay;
- (e) any shift premium;
- (f) the time and wage register;
- (g) an engagement and leave pay register in the form of Annexure F to this agreement.

22.2 Every employer shall keep a bound record in the form of Annexure J to this Agreement, showing full particulars of all subcontractors with whom the business is conducted.

22.3 Every employer of one or more Canvasser Grade II shall keep records of all orders brought in by such canvassers. Such records shall show—

- (a) identification of establishment;
- (b) date of each week ended;
- (c) name of Canvasser Grade II;
- (d) the value of the orders for articles to be laundered, dry cleaned or dyed, brought in by him during the week concerned;
- (e) the amount of commission payable.

22.4 (a) In addition to the records specified in clause 22.3 hereof, the Canvasser Grade II shall be issued with an order or call book, in which he shall record the orders brought in by him and which shall be countersigned daily by the person to whom he is responsible.

(b) The value of the orders to be recorded in terms of clause 22.3 hereof, shall correspond with the relevant information contained in the order or call book.

22.5 (a) Every employer shall retain the records specified in clause 22.1, 2, 3 and 4 hereof, for a period of three years from the date of the last entry in the record.

(b) These records shall be kept available for inspection at any time within that period.

22.6 Every employer shall provide each Canvasser Grade 1 and/or driver of a vehicle in his employ with a log-book as per Annexure B to this Agreement.

22.7 WRITTEN AUTHORITY FOR CANVASSERS GRADE I AND II, DRIVERS OR SUBCONTRACTORS

Every canvasser Grade I of Grade II and/or driver in the Laundry, Dry Cleaning and Dyeing Trade shall at all times be in possession of a certificate of authority in the form of Annexure C to this Agreement, signed and issued to him by his employer: Provided that every subcontractor shall at all times be in possession of a certificate of authority in the form of Annexure C to this Agreement, signed and issued to him by the owner of the establishment to which he is contracted, and shall produce that authority when required to do so by any duly authorised agent of the Council.

23. COUNCIL FUNDS

23.1 (a) Every employer and/or subcontractor shall deduct R1,50 per week towards Council Funds from the wages of each of his employees, other than casual employees.

(b) The employer shall contribute an equal amount of R1,50 towards Council Funds.

23.2 Every employer and/or subcontractor shall contribute a Council levy of R40,00 per month.

23.3 (a) The total amounts to be contributed and deducted, as referred to in sub-clause 1 and 2 shall be forwarded by the employer to the Secretary of the Council, not later than the seventh day of every month.

(b) In case of weekly paid employees, deductions shall be made weekly.

24. FAILURE TO MAKE PAYMENTS TO THE COUNCIL

24.1 If any amount that is payable to the Council is not paid in terms of clause 23 of this Agreement—

(a) interest will accrue on that amount from the stipulated amount;

(b) the employer will become liable for any legal costs incurred by the Council for recovery of the amounts due.

24.2 The interest referred to, shall be the interest specified from time to time in the Prescribed Rate of Interest Act, 1975.

25. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Every employer shall allow any of his employees who are representatives or alternates on the council every reasonable facility to attend to their duties in connection with the work of the Council.

26. RECOGNITION OF TRADE UNIONS

26.1 Every employer shall permit any officials of the trade unions who have been authorised thereto in writing by the unions, to enter his premises from time to time during the lunch or tea intervals for the purpose of—

(a) interviewing employees on trade union matters;

(b) enrolling new members;

(c) posting and/or distributing notices issued by the trade unions;

(d) conducting shop steward and/or shop committee's elections.

26.2 The employer concerned shall in return—

(a) afford full recognition of such shop stewards and/or shop steward committees;

(b) provide reasonable facilities for meetings and/or consultation;

(c) upon receipt of a written request by an employee, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscriptions;

(d) the subscription in terms of clause 26.2 (c) shall be forwarded to the Secretary of the Council, P.O. Box 1609, Johannesburg, 2000, in terms of clause 23.3;

(e) send any statement specifying the details of such deductions.

27. ESTABLISHMENT AND CONTINUATION OF PROVIDENT AND SICK BENEFIT FUND

The Fund established in terms of the agreement published under Government Notice No. 15 of 8 January 1943, known as the "Transvaal Laundry and Dry Cleaning Workers' Provident and Sick Benefit Fund" is hereby continued.

28. THE OBJECTIVES OF THE FUNDS

The objectives of the fund shall be—

to raise the funds by contributions from employers and employees, or by other such means as the Management Committee may deem desirable and thereby to make provision to grant assistance to members in defraying expenditure incurred by them in connection with medical, nursing, dental services or supply of medicines or of medical, dental or optical requirements or appliances or accommodation in provincial hospitals.

29. MEMBERSHIP

Membership to the Fund shall be compulsory for every employee in the Laundry, Dry Cleaning and Dyeing Trade and shall exclude casual employees, part-time and fixed term contract employees.

30. CONTRIBUTIONS TO SICK BENEFIT FUND

30.1 For the purpose of the fund, every employer shall on each pay-day as from the first pay-day after this Agreement comes into operation, deduct from the wages of every employee covered by this Agreement in accordance with the following scale as and for such employee's weekly contribution:

Amount of ordinary weekly wage	Amount of weekly contributions to be deducted
Up to and including R417,56	R20,34
R417,57 but not exceeding R507,82	R27,50
R507,83 but not exceeding R762,12	R38,50
R762,13 but not exceeding R1 219,41	R55,00

30.2 Deductions shall be made from payments received by members of the fund for a period of paid leave of absence and paid holidays as though members concerned were present at work in the normal way.

30.3 The total amount so deducted from the wages of members, together with an equal amount contributed by the employer himself shall be paid by the employer to the Secretary of the Fund on or before the seventh day of the month succeeding the month during which the deductions were made or required to be made, together with a statement showing the number of employees in each pay group from whom deductions were made or required to be made.

31. BENEFITS OF THE SICK BENEFIT FUND

Members shall be entitled to the following minimum benefits:

- (i) Members shall be entitled to the benefits after 13 consecutive weeks of payments;
- (ii) members can only claim on submission of medical certificate issued by a Medical Officer of the Fund;
- (iii) every member shall be eligible for benefits in respect of medical, dental or nursing services or optical requirements or accommodation in Provincial Hospitals as determined by the council from time to time;
- (iv) on submission of a medical prescription by the Fund's Doctor, a member shall be provided with two pairs of elastic stockings free of charge in any one year;
- (v) a member on maternity leave shall be entitled to a maternity benefit for a period not exceeding 13 weeks, being calculated at the rate of a half times his wage per week on submission of a medical certificate issued by a Medical Officer of the Fund;
- (vi) from the contributions received by the Fund an amount of R1,50 per month shall be allocated to a continuous service benefit in respect of each member;
- (vii) a member who has contributed to the scheme for three consecutive years shall receive total contributions, plus interests at the rate of 10% per annum on his contributions, plus any bonus declared every five (5) years from surplus funds;
- (viii) *old age benefit*: A sum of R880,00 shall be paid to every member who—
 - (a) reaches the age of 60 in the case of a female employee and the age of 63 in the case of a male employee: Provided that such employee has served a minimum of 20 years in the Trade;
 - (b) has not reached the ages referred to in clause (viii) (a) but has served 20 years in the Trade. Such an employee shall be paid the benefit provided that there is submission of a medical certificate from the Medical Officer of the fund;
- (ix) *long-service benefit*: A member who has completed 30 years service in the Trade shall be paid a sum of R1 000,00;
- (x) *retirement benefit*: A member who has reached the ages referred to in clause (viii) (a) and has served 20 years in the Trade—
 - (a) shall be paid the total contribution, plus interest at the rate of 5% of his contributions;
 - (b) an employee who has not reached the ages referred to above but has served 20 years on the Trade shall be paid 65 days sick pay provided that the employee produces a medical certificate signed by a Medical Officer of the Fund;
- (xi) If the employers fail to pay their monthly subscriptions as required in terms of this agreement they will be responsible for the payments of benefits which would normally have been paid by the Sick Fund to such employees, should they become ill and/or withdraw from the Fund and/or die in the service.

32. CONTRIBUTIONS TO PROVIDENT FUND

32.1 Every employer shall at the end of each pay period deduct from the wages of every employee—

- (a) earning less than R400,00 a week, an amount of R5,00 per week;
- (b) earning more than R400,00 a week, an amount of R8,00 per week.

32.2 Every employer shall contribute an amount equal to the amount deducted from the employee.

32.3 The amount so deducted in subclause (1) and contributed in subclause (2) shall be paid within seven days to the Secretary of the Council, P.O. Box 1609, Johannesburg, 2000.

32.4 The council will collate and collect all payments and remit the total amount to the underwriters of the Fund (Fedsure).

33. ADMINISTRATION OF FUNDS

(a) The affairs of the Fund shall be administered by the Management Committee appointed by the council.

(b) The Management Committee shall consist of equal representation from the trade unions and the employers' organisation.

(c) Subject to the provisions of the Labour Relations Act of 1995, as amended, and of this Agreement, Council shall adopt rules for the administration of the Fund on the following matters:

- (i) Payments of claims and procedures thereof;
- (ii) matters as may be deemed desirable.

(d) Any disputes about the interpretation meaning and/or administration of the Fund, shall be referred to the council.

(e) The rules of the Fund may be amended by the council from time to time.

(f) Copies of the ruler of the Fund and any amendment thereto shall be submitted to the Director-General: Department of Labour.

34. EMPLOYEES NOT SPECIFIED

34.1 An employer shall notify the council immediately upon engagement, or upon publication of this Agreement, of the full particulars and nature of work of any employee not specified in this Agreement.

34.2 Notwithstanding that certain categories of work have not been specified, all relevant provisions of this Agreement shall apply to the conditions of service of such employees.

34.3 No such employee shall be paid a wage lower than that prescribed for a general employee in this Agreement.

35. DESIGNATED AGENTS

35.1 The council shall appoint persons to assist with the implementation of the Agreement and shall apply to the Minister in terms of section 33 of the LRA Act of 1995 that these employees be made designated agents.

35.2 Before carrying out any investigation in terms of this Agreement, the designated agent shall, where practical, inform the employer or a responsible person in the employ of the employer of his intentions.

35.3 Every person upon whom the provisions of this Agreement are binding shall assist the designated agent to the best of his ability to enable the agent to carry out the above provisions.

36. DISPUTES ABOUT INTERPRETATION, APPLICATION OR ENFORCEMENT

36.1 A dispute about the interpretation, application or enforcement of the Agreement may be lodged with or referred to the Secretary of the Council by any person, for resolution in terms of this Agreement.

36.2 The Secretary of the Council may require a designated agent to monitor compliance with the provisions of this Agreement and to investigate the facts surrounding any dispute that arises.

36.3 If the agent has a reason to believe that a Collective Agreement has been breached, the agent—

- (a) must investigate the alleged breach;
- (b) may endeavour to secure compliance with the Agreement; and
- (c) must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of these steps.

36.4 On receipt of the report, the Secretary may—

- (a) require the designated agent to make further investigations;
- (b) if further investigation is indicated, appoint a conciliator from the Council's panel of conciliators;

- (c) refer the dispute for conciliation to the Dispute Committee of the Council;
- (d) issue a compliance order; or
- (e) refer the dispute to arbitration in terms of this Agreement.

36.5 If a compliance order is issued; the order must be served on the party allegedly in breach of the Agreement.

36.6 If the dispute was referred for arbitration, the arbitrator's decision shall be final and binding.

37. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in the form determined in the regulations under the Act exhibited in each of his establishments, including depots but excluding vehicles, in a place readily accessible to his employees.

38. ULTRA VIRES

Should any provisions of this Agreement be declared ultra vires by a 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.

Signed at Johannesburg this 11th day of May 1999.

B. CHIMAN

Chairman

S. NDOU

Vice-Chairman

T. NGWENYA

Secretary

ANNEXURE A

BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)

PAY ENVELOPE

[Form specified in terms of clause 5 (1) (b) of the Main Agreement]

Name of employer.....		Clock No.....	
Name of employee.....			
Occupation of employee.....			
For week ending.....		Wage rate.....	
Total wage for.....	hours worked.....		
Overtime pay for.....	hours worked.....		
Remuneration for work on Sunday.....	hours worked.....		
Leave pay for.....	months worked.....		
Total.....			
Less: Deductions:			
Trade union.....			
Sick Benefit Fund.....			
Unemployment Fund.....			
Bargaining Council.....			
Contingency Fund.....			
Tax.....			
Others.....			
Total deductions.....			
			Net Amount due

ANNEXURE B**BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)**

Telephone: 834-5902/3/4/8/9 Fax: 833-5862

P.O. Box 1609, JOHANNESBURG, 2000

DAILY LOG SHEET**[Form specified in terms of clause 22 (6) of the Main Agreement]****PARTICULARS TO BE FILLED IN DAILY BY EMPLOYEES**

Day Date

Name of collector Route No.

Name of driver Vehicle No.

Name of collector's or driver's assistant

HOURS OF WORK

	Of collector	Of driver	Of collector's or driver's assistant
Starting time			
Finishing time			
Lunch interval			
Breakdowns (if any)			
Date handed in to firm's office			
Signature of collector			
Signature of driver			
Signature of collector's or driver's assistant			

FOR FIRM'S OFFICE USE ONLY**Ordinary hours worked:**

By collector

By driver

By collector's or driver's assistant

Overtime hours worked**Overtime hourly rate:**

By collector

By driver

By collector's or driver's assistant

Signature of employer or person authorised by him Date checked

Failure by either the employer or employee to complete these sheets is a contravention which both the employer and employee liable to prosecution.

All queries based on log sheets should be reported to the Bargaining Council within three months of the date to which the query refers.

ANNEXURE C**BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)****COLLECTOR'S CARD****[Form specified in terms of clause 22.7 of the Main Agreement]**

Name of firm

Address of firm Phone

This permit authorises

I. D. No.

Employee's Council No.

to collect for the above firm to be dry cleaned, laundered or dyed.

.....
Employer's signature

Year..... Month	Monthly signature of employer	Month	Monthly signature of employer	Month	Monthly signature of employer	Month	Monthly signature of employer
January		April		July		October	
February		May		Aug		November	
March		June		September		December	

ANNEXURE D

BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)

Telephone: 834-5902/3/4/8/9. Fax: 833-5862

P.O. Box 1609, JOHANNESBURG, 2000

CERTIFICATE OF SERVICE

[Form specified in terms of clause 1.7 of the Main Agreement]

Name of employee (in full)

Identity No..... Employee's Council No.....

[illegible]

This certificate must be completed by the employer and handed to the employee upon termination of service.

ANNEXURE E
BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)
REGISTRATION OF EMPLOYEES AND MONTHLY RETURNS

Telephone: 834-5902/3/4/8/9

P.O. Box 1609, JOHANNESBURG, 2000

[Form specified in terms of clause 20 (2) of the Main Agreement]

Name of firm Monthly employment return for the month of

- Please note:** 1. This form must be forwarded to the Council in duplicate, by the seventh day of each month, in respect of the month immediately prededing. One copy will be endorsed by the Council and returned to the employer as proof of receipt.
2. The information to be furnished on this form applies to the following employees: All those who were engaged or whose services were terminated or whose classification of work was changed during the above-stated month.
3. All columns must be filled in to extent to which they apply. Read headings carefully.
4. Nil returns must also be rendered. Just wite "NIL" across form, date it and sign it.
5. Please type or write in block letters.

SECTION A: EMPLOYEES, WHOSE SERVICES WERE TERMINATED DURING THE ABOVE-MENTIONED MONTH

Council Number	Employee's surname	Employee's first name(s)	Identity Number	Clock card number (if any)	Classification on engagement	Date of engagement	Wages on engagement	Date left	Wages on leaving	Classification on leaving	Leave pay paid on termination

Please turn over—FOR ENGAGEMENTS OR RE-CLASSIFICATIONS

ANNEXURE E

[Form specified in terms of clause 20 (2) of the Main Agreement]

Please turn over—FOR TERMINATIONS

SECTION B: EMPLOYEES WHO ENTERED YOUR SERVICE DURING THE ABOVE-MENTIONED MONTH

Council Number	Employee's surname	Employee's first name(s)	Home address	Identity number	Clock card number (if any)	Sex	Date of birth	Classification on engagement	Date of engagement	Wage on engagement

SECTION C: EMPLOYEES WHOSE CATEGORY OF EMPLOYMENT HAS CHANGED DURING THE ABOVE-MENTIONED MONTH

Council Number	Employee's surname	Employee's first name(s)	Identity number	Clock card number if any	Previous classification	Previous wages		New classification	New wage rate		Date of change
						R	c		R	c	

Date

(Signed)

(Signature of employer of authorised person)

BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)

P.O. Box 1609, JOHANNESBURG, 2000

Note: If necessary, more than one line may be used for any one employee. Special points should be recorded in the "REMARKS" column.

[illegible]

REMARKS.....

TIME RECORDS

[From specified in terms of clause 22 (1) (c) of the Main Agreement]

[illegible]

BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)

P.O. Box 1609, JOHANNESBURG, 2000

[Form specified in terms of clause 19A of the Main Agreement]

Trade name or title of the business:

Full address at which business is carried on (P.T.O. for list of depots):.....

Full address of head office (if any):

Address at which laundry and/or cleaning and/or dyeing operations are carried on:

Telephone No..... P.O. Box No.....

Nature of business: State (a) Whether own factory or an agency of another firm's factory
(b) Whether laundry and/or dry cleaning and/or dyeing establishment

Date on which business commenced

In the case of a private firm, the full name and address of the proprietor, (N.B.—in the case of a partnership, state full names and addresses of all partners)

Residential address(es)

In the case of a limited liability company, state:

Registered name of the company.....

The registered offices of the company: Address

P.O. Box No. Telephone No.

Full name(s) of the director(s)

Residential address(es) of the director(s)

Full name(s) of the manager(s)

Residential address(es) of the manager(s)

Secretary of the company:

Full name Address

Trade names and addresses (including telephone numbers) of all depots:

[illegible]

Full names, business and residential addresses and trade names of all agents or independent contractors who are customers of or agents to this firm:

Yours faithfully,

Signed at.....

on

- N.B.—1.** If space is insufficient, please attach a supplementary statement.
2. Employers must also register with the Unemployment Insurance Commissioner and the Compensation Commissioner.

BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)

P.O. Box 1609, JOHANNESBURG, 2000

Name of firm

This form must be completed in respect of all employees, showing the firm's complete staff on commencement of business or change of ownership as at

[illegible]

Date

BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (GAUTENG)

P.O. Box 1609, JOHANNESBURG, 2000

Name of firm

[illegible]

ANNEXURE K
BARGAINING COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING INDUSTRY
GRADE AND APPLICABLE MINIMUM WAGES

GRADE A

<i>POSITIONS</i>	<i>Weekly Minimum wages</i>
Bulk sorter.....	R344,20
Caller out	R344,20
Canvasser assistant	R344,20
Depot attendant.....	R344,20
Drivers assistant	R344,20
Dry-brusher.....	R344,20
Finishing hand	R344,20
General employee	R344,20
Marker.....	R344,20
Plain sewer	R344,20
Quality controller.....	R344,20
Sewer.....	R344,20
Sorter.....	R344,20
Spotter	R344,20
Watchman.....	R344,20

GRADE B

<i>POSITIONS</i>	<i>Weekly Minimum wages</i>
Boiler attendant	R358,40
Calender machine/Mengler operator	R358,40
Checker	R358,40
Coin/Token operator Grade II	R358,40
Machine operator.....	R358,40
Mender.....	R358,40
Motor cycle driver	R358,40
Part-time driver	R358,40
Plain sewer	R358,40
Recorder	R358,40

GRADE C

<i>POSITIONS</i>	<i>Weekly Minimum wages</i>
Coin/Token operator Grade I	R369,60
Driver code	R369,60
Invisible mender.....	R369,60
Timekeeper.....	R369,60

GRADE D

<i>POSITIONS</i>	<i>Weekly Minimum wages</i>
Canvasser Grade I	R374,00
Handyman	R374,00
Invoice clerk.....	R374,00

GRADE E

<i>POSITIONS</i>	<i>Weekly Minimum wages</i>
Storeman	R383,20

GRADE F

<i>POSITIONS</i>	<i>Weekly Minimum wages</i>
Dryer	R389,50
Extra Heavy Duty.....	R398,50

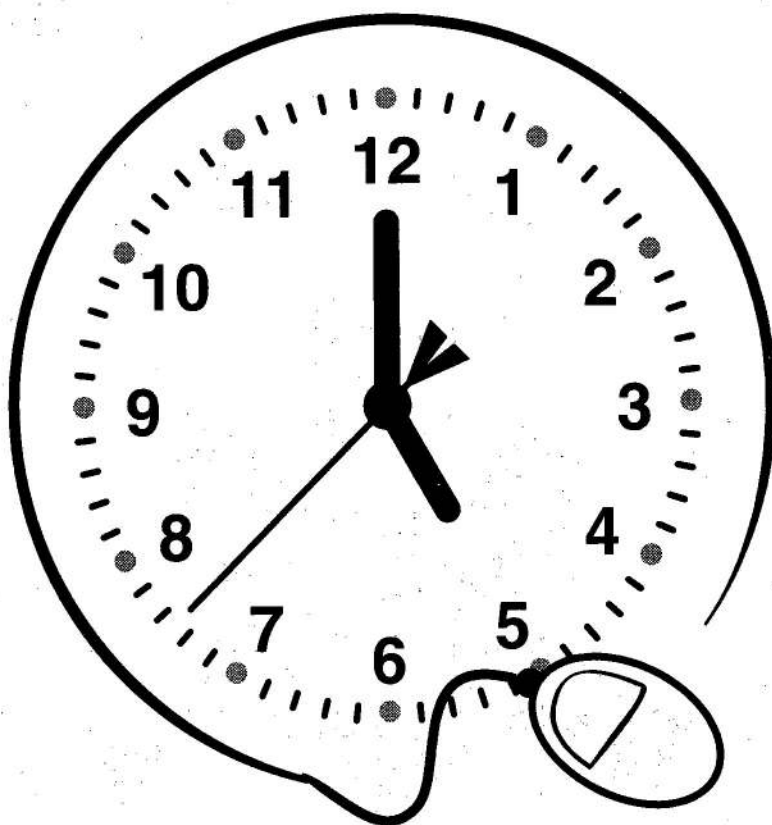
GRADE G**POSITIONS****Weekly Minimum
wages**

Administrative employee.....	R636,78
Supervisor.....	R636,78
Maintenance man.....	R741,25

CONTENTS**INHOUD**

<i>No.</i>	<i>Page No.</i>	<i>Gazette No.</i>	<i>No.</i>	<i>Bladsy No.</i>	<i>Koerant No.</i>
GOVERNMENT NOTICE			GOEWERMENTSKENNISGEWING		
Labour, Department of			Arbeid, Departement van		
<i>Government Notice</i>			<i>Goewermentskennisgewing</i>		
R. 1020 Labour Relations Act (66/1995): Bargaining Council for the Laundry, Dry Cleaning and Dyeing Trade (Gauteng): Extension of Collective Agreement to Non-parties.....	2	20405	R. 1020 Wet op Arbeidsverhoudinge (66/1995): Bedingsraad vir die Wassery-, Droog- skoonmaak- en Kleurbedryf (Gauteng): Uitbreiding van Kollektiewe Ooreenkoms na Nie-partye.....	2	20405

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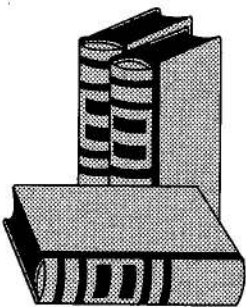
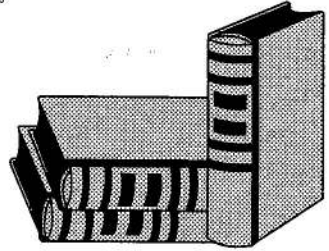
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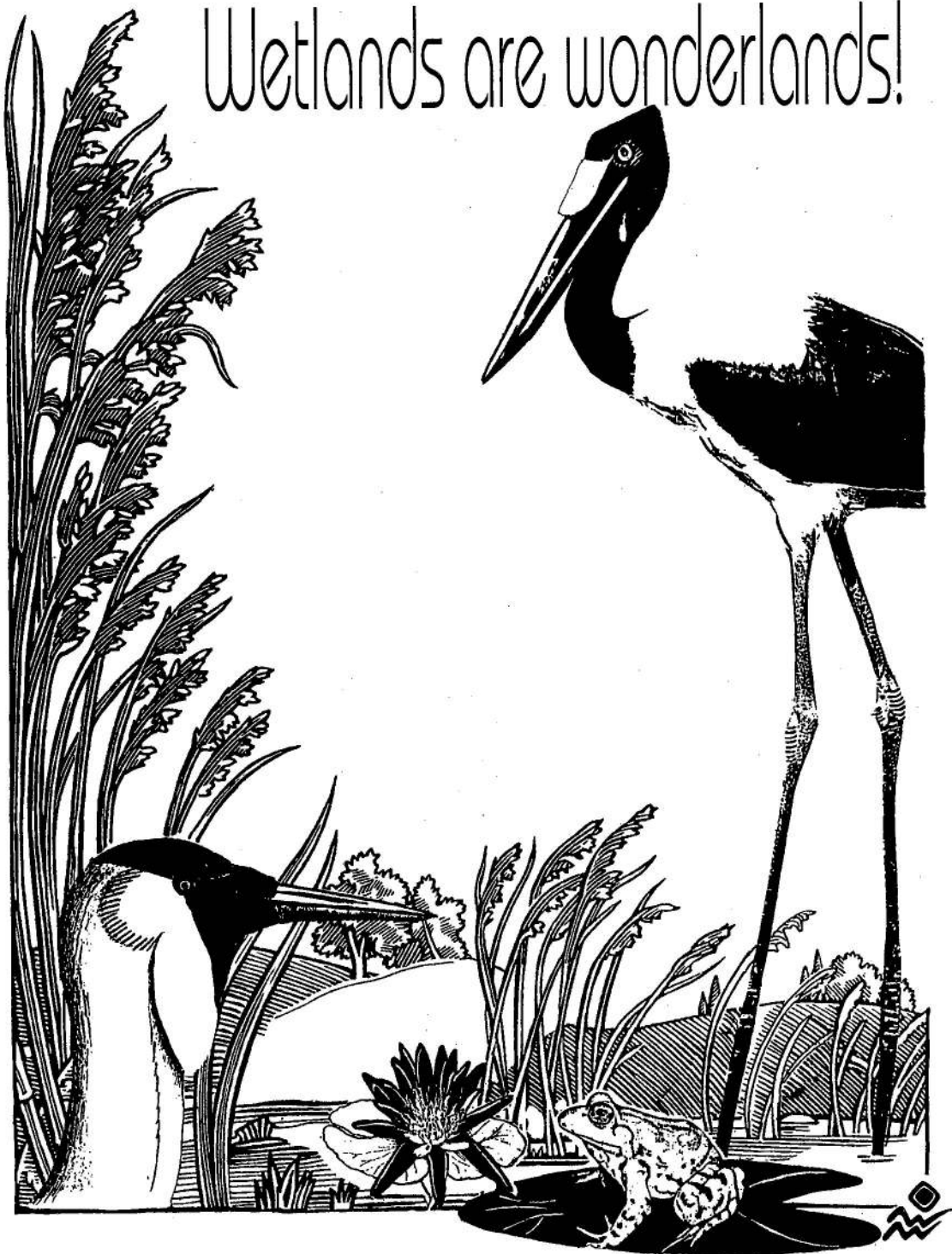
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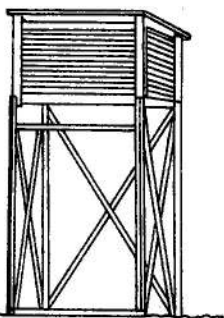
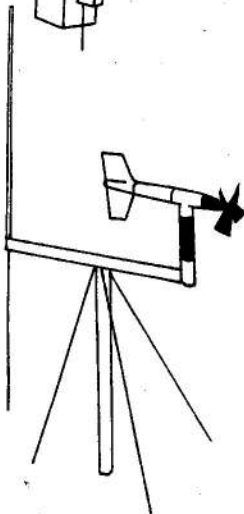
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Department of Environmental Affairs and Tourism
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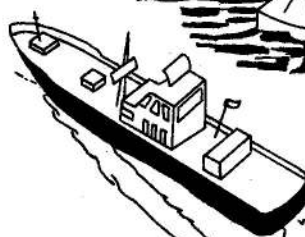
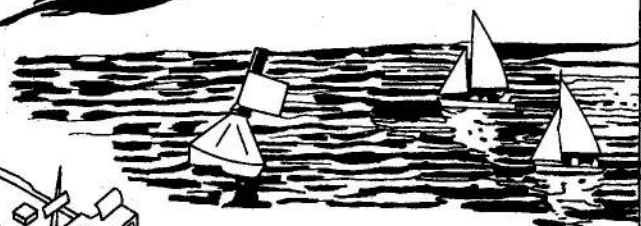
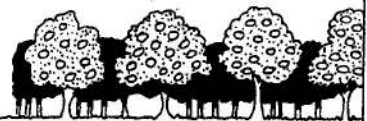
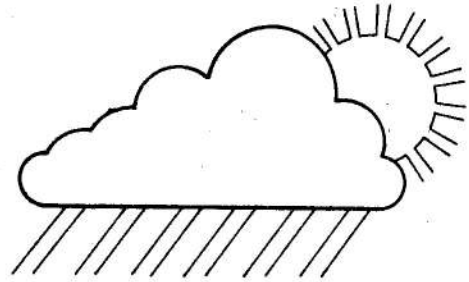
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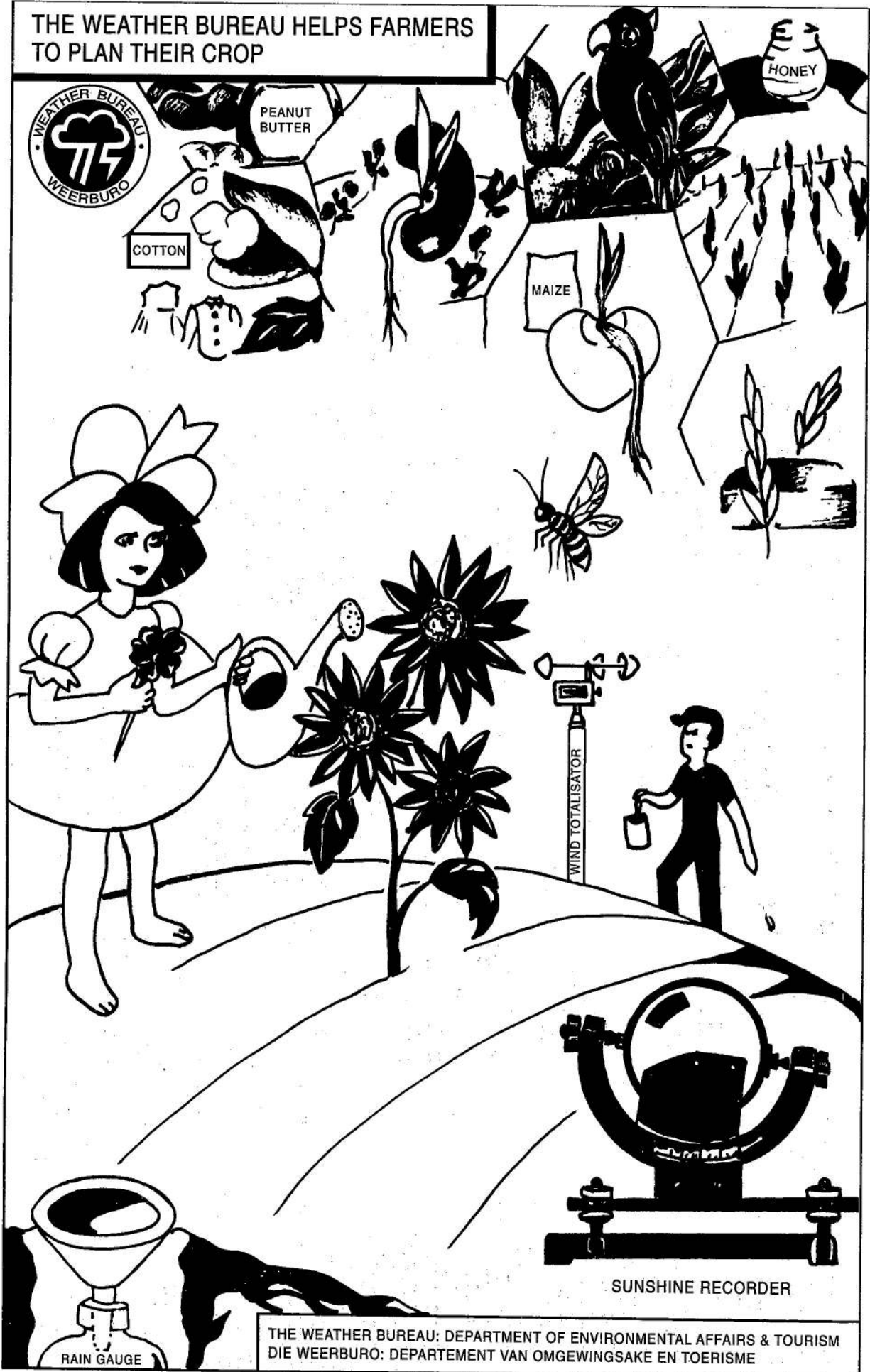
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