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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 936

6 August 1999

LABOUR RELATIONS ACT, 1995

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE): EXTENSION OF MAIN 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 (Cape) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 16 August 1999 and for the period ending 30 October 1999.

M. M. S. MDLADLANA
Minister of Labour

No. R. 936

6 Augustus 1999

WET OP ARBEIDSVERHOUDINGE, 1995

WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP): UITBREIDING VAN KOLLEKTIEWE HOOFOOREENKOMS 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 hiervan verskyn en wat in die Bedingingsraad vir die Was-, Skoonmaak- en Kleurbedryf (Kaap) 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 16 Augustus 1999, en vir die tydperk wat op 30 Oktober 1999 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die Ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

SCHEDULE

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)

MAIN COLLECTIVE AGREEMENT

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

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

Laundry, Cleaning and Dyeing Workers' Union (Cape)

(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 (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Cape)—
- (a) by all employers who are members of the employers' organisation and who are engaged in the Laundry, Cleaning and Dyeing Industry, and by all employees who are members of the trade union and who are employed in the said Industry;
 - (b) in the Magisterial Districts of the Cape, Bellville, Goodwood, Kuils River, Simonstown, Paarl, Somerset West, Strand, Wynberg, Stellenbosch, Wellington and that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of those employees for whom remuneration is stipulated in this Agreement.
- (3) Clauses 1 (1) (a), 2, 12 (3) and 16 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation or trade union, respectively.

2. PERIOD OF OPERATION

This Agreement shall come into operation in respect of the parties on 1 November 1998, and in respect of the non-parties on such date as the Minister of Labour may extend the Agreement to non-parties, and the Agreement shall remain in force until 30 October 1999.

3. DEFINITIONS

(1) Any expression used in this Agreement which is defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females, and vice versa; further, unless inconsistent with the context—

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

"artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Manpower Training Act, 1981, or who holds a certificate issued by the Registrar or Manpower Training in terms of sections 27 or 28 of the said Act;

"artisan's assistant" means an employee who assists an artisan or a handyman by holding articles or tools or otherwise working with him, and who may oil or grease power-driven machines or vehicles;

"artisan's assistants, qualified" means an artisan's assistant who has had not less than six months' experience;

"artisan's assistant, unqualified" means an artisan's assistant who has had less than six months' experience;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

"canvasser" means an employee who is engaged in inviting, soliciting or canvassing orders for goods to be laundered, dry-cleaned or dyed, and who may collect goods for laundering, dry-cleaning or dyeing, who may quote prices and issue invoices, and who may deliver goods to customers, accept payment therefor and issue receipts;

"chargehand" means an employee who, under the supervision of a foreman, cleaner or dyer, is in charge of a group or section of employees;

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

- "checker"** means an employee engaged in verifying articles before or after the cleaning process with customers' lists or the establishment's invoices, and who may—
- (a) under the supervision of an invoice clerk, complete invoices and enter prices;
 - (b) make copies of the customer's list or the factory's invoice;
 - (c) compile despatch sheets;
 - (d) determine and record the mass and quantity of processed articles;
- "checker, qualified"** means a checker who has had not less than six months' experience;
- "checker, unqualified"** means a checker who has had less than six months' experience;
- "clerk"** means an employee who is engaged in writing, typing, filing or any other form of clerical work, and includes a cashier, storeman, and a telephone operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's work;
- "clerk, qualified"** means a clerk who has had not less than six months' experience;
- "clerk, unqualified"** means a clerk who has had less than six months' experience;
- "coin-operated machine attendant"** means an employee who, in a coin-operated or automatic laundromat establishment, is engaged in one or more of the following operations:
- (a) Advising customers on the method of operating the machine in that establishment;
 - (b) supervising the cleaning operations performed by customers;
 - (c) accepting money from customers and issuing relevant vouchers;
 - (d) keeping the records of that establishment;
 - (e) banking money;
- "coin-operated machine attendant, qualified"** means a coin-operated machine attendant who has had not less than six months' experience;
- "coin-operated machine attendant, unqualified"** means a coin-operated machine attendant who has had less than six months' experience;
- "Council"** means the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Cape);
- "depot"** means the premises or part of premises used by an employer for the purpose of receiving and or selling of articles and, after processing, for the purpose of reissuing such articles to customers;
- "depot assistant"** means an employee who, in a depot, is engaged in one or more of the following operations:
- (a) Receiving, articles from customers for processing and reissuing such articles to customers after processing;
 - (b) accepting money from customers;
 - (c) banking money;
 - (d) keeping the records of the depot;
 - (e) selling articles;
- "depot assistant, qualified"** means a depot assistant who has had not less than six months' experience;
- "depot assistant, unqualified"** means a depot assistant who has had less than six months' experience;
- "despatcher/ironer"** means an employee who does ironing and/or despatches goods in the dry-cleaning section;
- "driver of motor vehicle"** means an employee, other than a canvasser, engaged in driving a motor vehicle for the purpose of transporting staff or goods and who on delivery of goods may accept payment therefor, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the employee in connection with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;
- "dyer"** means an employee who is engaged in or who supervises the dyeing and bleaching process and who decides on the nature, type, blending and application of the dyes or other chemicals used;
- "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, act of violence or theft, must be done without delay, and includes work to be done for ships;
- "establishment"** means any premises in or in connection with which one or more employees are engaged in any activity specified in the Industry;
- "experience"** means—
- (a) in relation to a clerk, a factory clerk or an invoice clerk, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk, a factory clerk or an invoice clerk, respectively;
 - (b) in relation to any other class of employee, the total period or periods of employment which an employee has had in his class in the Industry;

"factory invoice clerk" means an employee, other than a canvasser or depot assistant, engaged in one or more of the following duties:

- (a) Mass-measuring or counting and recording quantities;
- (b) recording performance times and other particulars relating to production;
- (c) recording the process of work in the factory;
- (d) recording the particulars in regard to requisitions for the issuing of supplies and equipment;
- (e) booking out parcels or completing forms for costing of record purposes;
- (f) entering and pricing articles on invoices;

"factory invoice clerk, qualified" means a factory invoice clerk who has had not less than six months' experience;

"factory invoice clerk, unqualified" means a factory invoice clerk who has had less than six months' experience;

"foreman" means an employee who supervises and is in charge of the employees (other than clerks and receiving depot attendants) in an establishment and who ensures that the work is properly and efficiently performed;

"Grade 1 employee" means an employee engaged in one or more of the following operations in the laundry and dyeing section:

- (a) Despatcher;
- (b) ironer;
- (c) marker;
- (d) packer;
- (e) presser;
- (f) sorter;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment and who may effect minor repairs or renovations to buildings;

"Laundry, Cleaning and Dyeing Industry" or "Industry" means the industry in which employers and their employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics, or articles made from such fabrics, including upholstery of upholstered articles, and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

"machine operator" means an employee who operates, attends, starts or stops, or feeds or takes off from one or more of the following machines, including any machine that combines the function of two or more of such machines:

- (a) In the laundry and dry-cleaning section:
Washers, extractors, tumblers, carpet shampooing machines, benzine or other dry cleaning machines;
- (b) In the dyeing section:
All machines other than pressing machines;
but does not include work of a particular machine operator: Provided that the machine operator may be required to—
 - (i) oil and grease his machine or machines, to repair belts and carry out minor adjustments;
 - (ii) to determine and record the length and mass of processed articles;
 - (iii) to mass-measure or measure out dyestuff or other chemicals or ingredients;
 - (iv) to classify articles for processing;

"machine operator, qualified" means a machine operator who has had not less than six months' experience;

"machine operator, unqualified" means a machine operator who has had less than six months' experience;

"motor vehicle" means a mechanically propelled vehicle equipped or intended for transport of loads or passengers, and includes a mechanical horse and tractor;

"part-time employee" means an employee who is employed by the same employer for not more than five ordinary hours of work per day or not more than 25 hours of work per week;

"perchlor machine operator" means an employee who operates, attends, starts or stops a power-driven perchlor solvent machine and who may feed or take off from such machine: Provided that such employee may be required to carry out minor adjustments to such machine;

"perchlor machine operator, qualified" means a perchlor machine operator who has had not less than six months' experience;

"perchlor machine operator, unqualified" means a perchlor machine operator who has had less than six months' experience;

"presser, dry-cleaning" means an employee engaged in Hoffman pressing or steaming articles to shape after processing, and who may carry out minor adjustments to the machine he operates;

"presser, qualified" means a presser who has had not less than six months' experience;

- "**presser, unqualified**" means a presser who has had less than six months' experience;
- "**sewer**" means an employee engaged in darning or mending articles and effecting other minor repairs and adjustments;
- "**sewer, qualified**" means a sewer who has had not less than six months' experience;
- "**sewer, unqualified**" means a sewer who has had less than six months' experience;
- "**security guard**" means an employee engaged in guarding premises or other property by day or by night;
- "**shorttime**" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or an actual breakdown of buildings;
- "**unladen mass**" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 501 kg;
- "**vanguard**" means an employee who loads, unloads, collects and delivers goods;
- "**wage**" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as stipulated in clause 6: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that stipulated in clause 4 (1), it means such higher amount.
- (2) For the purpose of this Agreement an employee shall be deemed to be in that class of work and section of the Laundry, Cleaning and Dyeing Industry in which he is wholly or mainly engaged.

4. REMUNERATION

- (1) The minimum wage per week which an employer shall pay to and which shall be accepted by each member of the undermentioned classes of his employees shall be set out hereunder:

	Amount per week Rand
(a) Artisan.....	855,90
Artisan's assistant, unqualified	245,45
Artisan's assistant, qualified	318,24
Boiler attendant.....	309,56
Canvasser.....	404,63
Chargehand: R6 per week more than the highest wage stipulated in this Agreement for an employee under his supervision.	
Checker in the dry cleaning section, unqualified.....	257,67
Checker in the dry cleaning section, qualified.....	273,56
Checker in the laundry and dyeing section, unqualified.....	257,67
Checker in the laundry and dyeing section, qualified.....	273,56
Clerk, unqualified.....	367,26
Clerk, qualified.....	460,04
Coin-operated machine operator, unqualified (employed after 1 November 1998)	280,00
Coin-operated machine operator, unqualified (employed before 1 November 1998)	296,15
Coin-operated machine operator, qualified.....	318,30
Depot assistant, unqualified (employed after 1 November 1998)	280,00
Depot assistant, unqualified (employed before 1 November 1998)	295,69
Depot assistant, qualified	319,29
Despatcher/ironer, qualified.....	274,00
Driver of a motor vehicle, the unladen mass of which—	
(i) does not exceed 501 kg	356,00
(ii) exceed 501 kg but not 2 724 kg	404,60
(iii) exceeds 2 724 kg	435,00
Dyer—	
First year.....	323,00
Second year.....	450,00
Third year.....	500,00
Qualified.....	855,00
Factory invoice clerk, unqualified	268,98

Factory invoice clerk, qualified	314,28
Foreman	738,96
Grade 1 employee, unqualified (employed after 1 November 1998)	234,00
Grade 1 employee, unqualified (employed before 1 November 1998)	250,96
Grade 1 employee, qualified	265,48
Handyman	460,43
Machine operator, unqualified (employed after 1 November 1998)	280,00
Machine operator, unqualified (employed before 1 November 1998)	296,15
Machine operator, qualified	318,30
Perchlor machine operator, unqualified (employed after 1 November 1998)	282,00
Perchlor machine operator, unqualified (employed before 1 November 1998)	311,25
Perchlor machine operator, qualified	334,60
Presser: dry-cleaning, unqualified (employed after 1 November 1998)	280,00
Presser: dry-cleaning, unqualified (employed before 1 November 1998)	309,41
Presser: dry-cleaning, qualified	331,48
Security guard	321,18
Sewer, unqualified	280,00
Sewer, qualified	321,98
Tea person NB: Not defined in clause 3	250,00
Vanguard of a motor vehicle, the unladen mass of which—	
(i) does not exceed 501 kg	250,00
(ii) exceeds 501 kg	275,00
(b) Casual employee: A casual employee shall be paid in respect of every day or part of a day of employment not less than the hourly rate of the weekly wage stipulated for an employee in the same area who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are stipulated, the expression "weekly wage" shall mean the weekly wage stipulated for a qualified employee of that class: Provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.	
(c) Part-time employee: A part-time employee shall be paid for the number of hours worked per week pro rata to the stipulated wage.	
(2) Basis of contract: For the purpose of this clause the contract of employment shall be on a weekly basis, and an employee shall be paid in respect of a week not less than the full weekly wage stipulated in subclause (1) read with subclause (3) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 6 or less.	
(3) Differential wages: An employer who requires or permits a member of one class of his employees to perform for longer than one hour on the aggregate on that day, either in addition to his work or in substitution therefor, work of another class for which either—	
(a) a wage higher than that of his own class; or	
(b) a rising scale of wages terminating in a wage higher than that of his own class,	
is stipulated in subclause (1), shall pay to such employee in respect of that day—	
(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and	
(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work: Provided that unless expressly otherwise provided in a written contract between employer and employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class where the same or a lower wage is stipulated than that stipulated for such employee.	
(4) Calculation of wages:	
(a) The monthly wage of an employee shall be four and a third times his weekly wage.	
(b) The hourly wage of an employee shall be his weekly wage divided by the number of ordinary weekly hours of work stipulated in clause 6 for an employee of his class.	

5. PAYMENT OF REMUNERATION

(1) Save as provided in clause 7 (4), any amount due to an employee shall be paid in cash weekly, during the hours of work or within 10 minutes of cessation of work, on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, except that with the consent of the employee any amount due may

be paid either by bank transfer (provided that bank charges incurred in the transfer of wages are borne by the employer) or monthly by cheque. Such amount shall be contained in an envelope or container and accompanied by a statement on which shall be recorded—

- (a) the employer's name;
- (b) the employee's name or payroll number, and occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) details of any other remuneration arising out of the employee's employment;
- (g) details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made,

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(2) **Casual employees:** An employer shall pay the remuneration due to a casual employee weekly in cash on termination of his employment.

6. HOURS OF WORK, ORDINARY AND OVERTIME, PAYMENT OF OVERTIME, PUBLIC HOLIDAYS AND SUNDAYS

(1) **Ordinary hours of work:** An employer shall not require or permit an employee to work more ordinary hours of work than—

- (a) in the case of any employee—

- (i) who works a six-day week—

(aa) 45 hours in any week from Monday to Saturday, inclusive;

(ab) subject to item (aa) hereof, eight hours on any day;

- (ii) who works a five-day week—

(aa) 45 hours in any week from Monday to Saturday, inclusive; and

(ab) subject to item (aa) hereof, nine hours on any day;

subject to clause 1 (a) hereof, the ordinary hours of work shall be between 07:00 and 19:00.

(2) **Meal intervals:** An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required to perform any work, and such hour shall be deemed not to be part of the ordinary hours of work or overtime: Provided that—

- (i) except where proviso (iv) applies, periods of work uninterrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) if such interval is longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;
- (iii) a canvasser or a driver of a motor vehicle who, during such interval, does no work other than being or remaining in charge of the vehicle, shall, for the purpose of this subclause, not be deemed to have worked during such interval;
- (iv) an employer may agree with his employee in writing to reduce the period of such interval to no less than half an hour;
- (v) not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work; and
- (vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours, and such meal interval shall not form part of the ordinary hours of work or overtime.

(3) **Rest intervals:** An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) **Hours of work to be consecutive:** Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.

(5) All time worked by an employee, other than on a Sunday, in excess of the number of ordinary hours of work stipulated in subclause (1) shall be overtime.

(6) **Limitation of overtime:** An employer shall not require or permit an employee to work overtime, other than by mutual agreement, for more than—

- (a) in the case of any employee, 10 hours in any week;
- (b) in the case of a casual employee, two hours on any day:

Provided that an employee who works a five-day week may work up to four hours' overtime on a Saturday but such overtime shall not exceed 10 hours in any week.

(7) **Payment of overtime:** An employer shall pay an employee who works overtime at a rate not less than in the case of any employee, one and a half times his ordinary wage in respect of the total period so worked by such an employee in any week.

(8) **Payment for Public Holidays:**

- (a) The following Public Holidays shall be observed in the Industry:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Worker's Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill, as well as any other day declared to be a public holiday under section 2A of the Public Holidays Act, 1994 (Act No. 36 of 1994).

- (b) If an employer requires an employee to work on any of public holidays, the employer must pay the employee double his normal daily rate, or double the hourly rate for hours worked, whichever is the greater.

(9) **Payment for Sundays:**

- (a) If an employee works less than four hours on a Sunday, then the employer must pay the employee the amount which that employee would have earned on an ordinary day.
- (b) If an employee works for longer than four hours on a Sunday, then the employer must pay the employee the greater of double the basic hourly rate for the time worked or double the basic daily wage.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, in respect of each completed period of 12 months' employment with the same employer, 21 consecutive calendar days' leave and shall pay such employee in respect of such leave an amount of not less than three times the weekly wage to which he is entitled as from the first day of leave: Provided that, for the purpose of this clause, the weekly wage of an employee who is engaged on incentive work shall be calculated on the basis set out in section 35 (4) of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997): Provided further that, should an employee have completed 10 years' continuous employment with the same business, such employee shall be entitled to an extra week's leave. Such extra leave may be taken at any time as agreed upon between employer and employee.

(2) The leave stipulated in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

- (i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from the date not later than two months after the expiration of the said period of four months;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8;
- (iii) if a public holiday falls within such leave, another working day shall, for each such holiday, be added to the said period as a further period of leave, and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) an employer may set off against such period of leave days of occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

- (i) the request is made by such employee not later than four months after the expiration of the first 12 months of employment to which the leave relates;
- (ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiration of the first period of 12 months of employment to which the leave relates, whichever is the later.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave stipulated in subclause (1) read with subclause (3) shall be paid not later than the last working day before the date of commencement of the leave, or on the employee's usual pay day for monthly paid workers, except on termination of employment.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount not less than—

- (a) in the case of an employee with more than 10 years' service with the same business, one third of the weekly wage;
 - (b) in the case of any other employee, one fourth of the weekly wage.
- (6) An employee who has become entitled to a period of leave stipulated in subclause (1) read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of such leave, had the leave been granted as at the date of the termination.
- (7) (a) For the purpose of this clause, the expression "employment" shall be deemed to include—
- (i) any period in respect of which an employer in terms of clause 12 pays an employee in lieu of notice;
 - (ii) any period during which an employee is absent—
 - (aa) on leave in terms of this clause;
 - (ab) on sick leave in terms of clause 8;
 - (ac) on the instructions or at the request of his employer.
- (8) (a) Notwithstanding anything to the contrary in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close the establishment for 14 consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).
- (b) An employee who at the date of closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave stipulated in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.
- (9) Every employer shall provide and shall maintain an up-to-date a record of annual leave showing in respect of each person in his employ the following particulars:
- (a) Name of employee;
 - (b) Date of engagement;
 - (c) Date of annual leave, namely from to
 - (d) Number of days additional leave in lieu of public holidays falling during annual leave.
- (10) For the purpose of this clause, the expression "continuous service" shall be deemed to include all absences due to illness or due to pregnancy, or anything else, up to a maximum period of 12 months.

8. SICK LEAVE

- (1) Subject to the provisions of the Sick Benefit Fund Agreement the employer shall grant his employees 15 days' sick leave during each 12-month sick leave cycle.
- (2) (a) For the first 12 days of each sick leave cycle, the employee shall receive 100 per cent of his daily rate from the employer, who shall be refunded by the Fund at the Sick Fund rates.
- (b) The balance of the period shall be paid to the employer on behalf of the employee by the Fund at the Fund's rates: Provided that the employee submits a medical certificate covering the days absent to the employer.
- (3) Employees shall, within one day, forward to management a medical certificate, or advise management as to the period for which they have been put off work due to illness.

9. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (2) An employee may commence maternity leave—
- (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on the date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work during the period of six weeks after the birth of her child unless a medical practitioner or a midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of her pregnancy or bears a stillborn child, is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
- (a) commence maternity leave;
 - (b) return to work after maternity leave.
- (6) Notification in terms of subclause (5) must be given—
- (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not practicable to do so, as soon as it is reasonably practicable.

(7) The payment of maternity benefits will be as determined by the Minister of Labour subject to the provisions of the Unemployment Insurance Act, 1966 (Act No. 30 of 1996).

(8) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or her child.

(9) During an employee's pregnancy, and for a period six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—

- (a) the employee is required to perform night work; or
- (b) her work poses a danger to her health or safety, or that of her child; and
- (c) it is practicable to do so.

10. FAMILY RESPONSIBILITY LEAVE

(1) This clause applies to an employee—

- (a) who has been in employment with an employer for longer than four months; and
- (b) who works for at least four days a week for that employer.

(2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take—

- (a) when the employee's child is born;
- (b) when the employee's child is sick; or
- (c) in the event of death of—
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

(3) Subject to subclause (5), an employer must pay an employee for a day's family responsibility leave—

- (a) the wage the employee would have received for work on that day; and
- (b) on the employee's usual pay day.

(4) An employee may take family responsibility leave in respect of the whole or part of a day.

(5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in subclause (1) for which the leave was required.

(6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

11. PROVIDENT FUND

The Provident Fund (hereinafter referred to as the "Fund"), originally established on 5 September 1980, in terms of Government Notice No. R. 1831 of 5 September 1980, is hereby continued.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee who desires to terminate the contract of employment, shall give—

- (a) during the first four weeks of employment, not less than one work day's notice of termination of contract;
- (b) in the case of a weekly paid employee, after the first four weeks of employment, not less than one week's notice of termination of contract;
- (c) in the case of a monthly paid employee, after the first four weeks of employment, not less than two weeks' notice of termination of contract; and
- (d) an employer of employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice, not later than the normal pay day following the day on which notice is given, not less than—
 - (i) in the case of one day's notice, the daily wage which the employee is receiving at the time of such termination;
 - (ii) in the case of one weeks' notice, the weekly wage which the employee is receiving at the time of such termination;
 - (iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination: Provided that—
 - (aa) the right of an employer or an employee to terminate the contract without notice for any cause is legally recognised as sufficient;
 - (ab) any written agreement between employer and employee which provides for a period of notice of equal duration on both sides and for longer than that stipulated in this clause, the payment in lieu of notice shall correspond to the period of notice agreed upon;

- (ac) the operation of any forfeitures or penalties which legally may be applicable in respect of any employee who deserts, comes into effect;
- (ad) where the wage of an employee at the date of termination has been reduced by deductions in respect of short time, the expression "is receiving at the time of such termination" shall mean, when an employer pays an employee in lieu of notice "would have received at the time of such termination" as if no deductions had been made in respect of short time.

(2) The notice stipulated in subclause (1) shall be given—

- (a) in the case of a weekly paid employee, on any day to take effect from the following day;
- (b) in the case of a monthly paid employee, not later than the first or the 15th day of the calendar month and shall take effect from such first or 15th day: Provided that
 - (i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 7.
 - (ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(3) **Desertion:** If a person stays away for five consecutive days without notifying and receiving the consent of management, it will be assumed that that person has terminated his employment without giving notice. The company will then be entitled to deduct from any moneys due to that person an amount of not more than that which such person would have had to pay in lieu of notice.

(4) **Probation period:** This period shall be three months.

13. EXEMPTION

(1) In terms of section 32 of the Act, the Council hereby establishes an independent body to hear and decide as soon as possible any appeal brought against—

- (a) the Council's refusal of a non-party's application for exemption from any provisions of this Agreement;
- (b) the withdrawal of such exemption by the Council.

(2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Council.

(3) All applications for exemption shall be substantiated, and such substantiation shall include the following details:

- (a) The period for which the exemption is required;
- (b) the Agreement and clauses or subclauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultations, either in support of or against the application, are to be included with the application.

(4) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Council meeting, for comment.

(5) Once the Council has decided to grant exemption, it shall issue a certificate and advise the applicant(s) of its decision within 14 days.

(6) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) of such decision within 14 days and shall provide the reasons for not granting an exemption.

(7) **Exemption criteria:** The Council shall consider all applications for exemption with reference to the following criteria:

- (a) The written and verbal substantiation provided by the applicant;
- (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the terms of the exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable *bona fide* benefit or provision, including the cost to the employee, transferability, administration management and costs, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the industry;
- (h) any existing special economic or other circumstances which warrant the granting of the exemption;
- (i) reporting requirements by the applicant and monitoring and re-evaluation processes;
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

14. EXPENSES OF THE COUNCIL

- (1) For the purpose of meeting expenses of the Council, every employer shall—
 - (a) deduct an amount of 50c per week from the earnings of each of his employees from whom wages are stipulated in clause 4 of this Agreement. To this amount so deducted the employer shall contribute a like amount;
 - (b) make a return to the Council of the number of employees employed by him for each week of the calendar month. The contributions and returns referred to in subclause 1 (a) and (b) shall be forwarded month by month, and not later than the seventh day, to the Secretary of the Council, P.O. Box 175, Observatory, 7935, or to any other address from which the Council is operating from time to time.
- (2) If any amount that is payable to the Council in terms of this Agreement is not paid by the stipulated date—
 - (a) penalties of 10% per month will accrue on that amount from the stipulated date;
 - (b) the employer will become liable for any costs incurred by the Council for the recovery of the amounts due.

15. TRADE UNION SUBSCRIPTIONS

(1) An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscriptions, specified in the said written request, to the funds of the trade union and shall forward the amount or amounts so deducted to the Secretary of the said trade union not later than the 7th day of the following month.

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

17. AGENTS

The Council shall apply to the Minister to appoint one or more specified persons as its agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such agent to institute such enquiries and examine books and/or documents and to interrogate such persons as may be necessary for this purpose.

18. INTERPRETATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement, and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

19. REGISTRATION OF EMPLOYERS

Every employer in the Laundry, Cleaning and Dyeing Industry (Cape) shall, within one month from the date on which this Agreement comes into operation, and every person who becomes an employer after that date shall within one month of commencement of operations by him, notify the Secretary of the Council in writing of the address of the premises in which such establishment is located, the names of the partners of the concern or, in a limited company, the names of the secretary and directors, on the form supplied by the Council in form of Annexure A to this Agreement. In the event of a change in the staff of the partnership or firm, such change shall be notified to the Secretary of the Council within two weeks from date of such change.

20. LEVEL OF BARGAINING

The Council shall be the forum for negotiating all matters pertaining to the Agreement.

21. SHIFT WORK

An employee who works any shift other than the shift during the ordinary hours of work shall receive his basic wage payable under clause 4 (1), plus 10%: Provided that the provisions of this clause shall not apply to a security guard.

22. PROCEDURE OF DISMISSALS

All dismissal procedure shall be in accordance with the Act.

23. DISPUTES ABOUT INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT

- (1) The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of this Agreement.
- (2) A dispute about the interpretation, application or enforcement of this Agreement may be lodged with or referred to the Secretary of the Council by any person, for resolution in terms of this Agreement.
- (3) The Secretary of the Council may require a designated agent to investigate the dispute.

(4) The designated agent must investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with that agreement.

(5) The designated agent must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

(6) If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement the agent—

(a) must investigate the alleged breach;

(b) may endeavour to secure compliance with the Agreement; and

(c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

(7) On receipt of the report, the Secretary must refer the matter to the next meeting of the Council with all relevant reports regarding the employer for the Council's decision.

(8) If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.

(9) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.

(10) 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.

24. INDUSTRIAL ACTION

No person bound by the provisions of this Collective Agreement entered into by the parties shall engage in or participate in a strike or lockout or conduct in furtherance of a strike or lockout in respect of any matter regulated by this Agreement for its duration.

25. AUDIT AND ACCOUNTING

The Council shall ensure that proper books of account and records are kept in respect of each of the funds administered by it, and that an annual audit of each of the funds is performed in accordance with the provisions of the Act and the Council's Constitution.

Signed at Observatory, on behalf of the parties, this 7th day of December 1998.

N. PHILLIPS

Chairman

N. J. DANIELS

Vice-Chairman

M. M. CROTZ

Secretary

ANNEXURE A

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

P.O. BOX 175, OBSERVATORY, 7935

APPLICATION FOR REGISTRATION OF BUSINESS

1. Full name of business
2. Address at which business is carried on.....
3. Postal address.....
4. Telephone number/s.....
5. Nature of business
6. Date of commencement of business.....

7. Number of employees
8. Full name of employer.....
9. Is the business a partnership?
10. Is the business a company?
11. Full name, addresses and description of management (e.g. partner, director, manager, secretary). If the space is insufficient, attach a supplementary statement.

<i>Full name</i>	<i>Address</i>	<i>Description</i>
.....
.....
.....
.....

12. I certify that the above information is true and correct.

.....(Secretary of employer or authorised agent)

13. Date.....

Any changes in the above information must be notified to the Secretary, P.O. Box 175, Observatory, 7935.

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