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**GOVERNMENT NOTICES  
GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

**No. 52**

**26 January 2007**

**LABOUR RELATIONS ACT, 1995**

**BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY  
(NATAL): RENEWAL OF PERIOD OF OPERATION OF THE MAIN AND  
PROVIDENT FUND COLLECTIVE AGREEMENT**

I, THEMBINKOSI MKALIPI, Executive Manager: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices No R. 1083 of 17 September 2004 and R 718 of 22 July 2005 to be effective from 1 March 2007 and for the period ending 28 February 2011.

**T MKALIPI**

**EXECUTIVE MANAGER: COLLECTIVE BARGAINING**

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**No. R. 52**

**26 Januarie 2007**

**WET OP ARBEIDSVERHOUDINGE, 1995**

**BEDINGINGSRAAD VIR DIE KONTRAKSKOONMAAKBEDRYF (NATAL)  
HERNUWING VAN HOOF- EN VOORSORGFONDS KOLLEKTIEWE  
OOREENKOMS**

Ek, THEMBINKOSI MKALIPI, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32(6)(a)(ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewings No. R. 1083 van 17 September 2004 en R. 718 van 22 Julie 2005 van krag is vanaf 1 Maart 2007 en vir die tydperk wat op 28 Februarie 2011 eindig.

**T MKALIPI**

**UITVOERENDE BESTUURDER: KOLLEKTIEWE BEDINGING**

No. R. 53

26 January 2007

**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY  
(NATAL)  
EXTENSION OF AMENDMENT OF MAIN AND PROVIDENT FUND 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 Contract Cleaning Industry (Natal), and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that industry, with effect from 1 February 2007 and for the period ending 28 February 2011.

**MMS MDLADLANA  
MINISTER OF LABOUR**

No. R. 53

26 Januarie 2007

**BEDINGINGSRAAD VIR DIE KONTRAKSKOONMAAKBEDRYF  
(NATAL)  
UITBREIDING VAN WYSIGING VAN HOOF- EN VOORSORGFONDS KOLLEKTIEWE  
OOREENKOMS NA NIE-PARTYE**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Kontrakskoonmaakbedryf (Natal) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie bedryf, met ingang van 1 Februarie 2007, en vir die tydperk wat op 28 Februarie 2011 eindig.

**MMS MDLADLANA  
MINISTER VAN ARBEID**

**SCHEDULE****BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY (NATAL)****AMENDMENT OF MAIN AND PROVIDENT FUND COLLECTIVE AGREEMENT**

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

National Contract Cleaners' Association (Kwa-Zulu Natal Branch)

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

South African Transport and Allied Workers' Union (SATAWU)

National General Workers' Union (NAGEWU)

BAWU Allied Workers Union (South Africa)

Health & Other Service Personnel Trade Union of SA (HOSPERSA)

Steel, Mining & Commercial Workers Union (STEMCWU)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Bargaining Council for the Contract Cleaning Industry (Natal)

to amend the agreement published under Government Notice No. R. 251 of 26

February 1999, as amended, re-enacted and extended, by Government Notices Nos. R.

48 of 28 January 2000, R. 180 of 25 February 2000 and R. 392 of 18 May 2001, R. 241

of 1 March 2002, R. 1053 of 1 August 2003, R. 250 of 27 February 2004, R. 1083 of 17

September 2004, R. 189 of 11 March 2005, R. 595 of 24 June 2005, R. 718 of 22 July

2005 and R. 773 of 4 August 2006.

### 1. SCOPE OF APPLICATION OF AGREEMENT.

- (1) The terms of this Agreement shall be observed in the Contract Cleaning Industry in the Province of Natal as it existed immediately prior to the date of commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).-
  - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions; and
  - (b) by all employers and employees, other than those referred to in paragraph (a), who are engaged in the Contract Cleaning Industry in the area specified.

### 2. GENERAL

- (1) The parties agree that the agreement shall only come into operation from the 1<sup>st</sup> day of the month following the date of promulgation.
- (2) The parties agree to abide by clause 10.4 of the Council's constitution which reads as follows:

"The parties agree that any agreement reached between them shall not be legally binding on any parties concerned unless such agreement has been reduced to writing, has been signed by all the parties, promulgated and extended to non-parties by way of the Government Gazette."

### 3. CLAUSE 3: DEFINITIONS.

Substitute the following definition:

**“Temporary Employee for the purpose of the Provident Fund and The Family****Medical Crisis Plan” shall mean:**

- a) An employee who has been contracted to fill the position of an employee on sick, maternity, general absenteeism or annual leave; or
- b) An employee who has been contracted to work on a specific site where the contract with the employer’s client is for a period of no more than 6 (six) months.

**4. CLAUSE 4: REMUNERATION.**

Substitute the following for clause 4 (1):

An employer shall pay his employees for ordinary hours worked in the regions concerned at the following rates per hour (or part thereof), calculated on a pro rata basis for all employees:

4.1 a) Magisterial districts of Durban, Pinetown, Inanda and Chatsworth:

- i) With effect from 1<sup>st</sup> March 2007 – R8.02 per hour;
- ii) With effect from 1<sup>st</sup> March 2008 – R8.38 per hour;
- iii) With effect from 1<sup>st</sup> March 2009 – R8.76 per hour;
- iv) With effect from 1<sup>st</sup> March 2010 – R9.16 per hour;

4.1 b) Rest of Kwa-Zulu Natal:

- i) R7.01 per hour
- ii) With effect from 1<sup>st</sup> March 2007 – R7.36 per hour;
- iii) With effect from 1<sup>st</sup> March 2008 – R7.91 per hour;
- iv) With effect from 1<sup>st</sup> March 2009 – R8.51 per hour;
- v) With effect from 1<sup>st</sup> March 2010 – R9.16 per hour;

**5. CLAUSE 18: COUNCIL FUNDING.**

Substitute the following clause for clause 18.1 a):

- a) shall deduct an amount equal to 0.5% from the monthly basic wage of each of his employees (other than casual employees);

**6. CLAUSE 30: PROVIDENT FUND.**

Substitute the following for clause 30.5(a):

- a) With effect from the 1<sup>st</sup> March 2007 every member shall contribute 8% of his monthly wage to the fund.

**7. CLAUSE 32: CERTIFICATE OF COMPLIANCE.**

Substitute the following for clause

32.1 A "Certificate of Compliance" will be:

- a) issued to companies whom are found to be fully compliant with the Bargaining Council Main Agreement, provident fund and all other statutory payments after an audit has been carried out by a Designated Agent appointed by the Council, as long as there are no outstanding Council penalties, fines, settlement agreements or arbitration awards for non-compliance against the company;
- b) valid for a period of six months from date of issue to ensure the company's continued compliance;
- c) issued without alteration on the printed format of the Council and must be signed by either the Secretary or Deputy Secretary and by either the



Chairman or Vice Chairman.

32.2 A "Certificate of Compliance" will only be issued if the company adheres to the following procedures:

- a) The company must apply in writing to the Secretary;
- b) The Secretary will appoint a designated agent to carry out a full inspection within fifteen (15) working days of receiving the application.

This period may be exceeded should the Council receive

- (i) an excessive number of applications;
  - (ii) and/or over year end when the Council closes between the 25<sup>th</sup> December and 2<sup>nd</sup> January;
  - (iii) and/or for reasons beyond its control.
- c) The Designated Agent will inspect the following company records for the preceding three (3) calendar months from the date of application:
- (i) Personnel files, time sheets, wage registers, pay slips, provident fund schedules and annual bonus payment schedules from the previous December, registration certificates for PAYE, VAT, UIF, Skills Development Levies, Workman's Compensation fund and any other statutory obligations;
  - (ii) Proof of payment and date of payment for wages, overtime, night shift allowance, provident fund contributions, annual incentive bonus payments from the previous December, PAYE, VAT, UIF, Skills Development levy, Bargaining Council levy, Workman's Compensation fund and any other statutory payments. Proof of payment shall be by way of bank statements with all payments that

do not have any bearing on the inspection being deleted and/or bank confirmed electronic payments but will not include bank deposit slips or cancelled cheques;

- (iii) All the above records must be extracted and ready for inspection at the time arranged for the inspection. Due cooperation must be given to such agent in his inspection by the company representatives and make copies of all records as requested by the agent for the Council's file.

32.3 Should it be found that the company is not complying a compliance order will be issued within five (5) working days.

32.4 If found to be complying a Certificate of Compliance will be issued within fifteen (15) working days of the completion of the designated agent's inspection.

#### **8. CLAUSE 34: FAMILY MEDICAL CRISIS PLAN.**

The following clause is to be added:

#### **34. FAMILY MEDICAL CRISIS PLAN.**

It is compulsory for all employers to enroll all their employees after having completed their probationary period with the company, with the exception of temporary employees.

The employer will:

- 34.1 Deduct an amount equivalent to 2.5% of the employee's basic wage from the 1<sup>st</sup> March 2007;
- 34.2 The deduction in clause 34.1 above will increase to 3.0% of the employee's basic wage from the 1<sup>st</sup> March 2009;
- 34.3 a) The company will then pay an amount of R50.00 per month per

employee to the administrators by the 7<sup>th</sup> of each and every month thereafter;

- b) Should the premium be adjusted by the administrators the company shall pay across the adjusted premium.

34.4 a) Should an employee be on unpaid leave for whatever reason the employer will not deduct from the employee nor pay across the premium to the administrator. During this period the employee's entitlement to the Family Medical Crisis Plan will lapse;

- b) Should an employee be able to produce a certificate issued by a medical practitioner, each month for the period of the unpaid leave stating that he/she is unfit to work; the administrator will extend the Family Medical Crisis Plan to that employee for a period not exceeding four months. The employer shall notify and forward the medical practitioner's certificate to the administrator with the schedule as per clause 34.5 below;

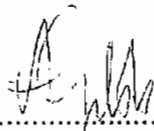
- c) Should an employee be proceeding on maternity leave the employer must notify the administrator of the member's name and I.D. number 30 days prior to the impending maternity leave; the administrator will extend the Family Medical Crisis Plan to that employee for a period not exceeding four months.

34.5 The employer will send a schedule of all employees for whom the deduction has been made together with their I.D. numbers to reach the administrator by the 7<sup>th</sup> of each month.

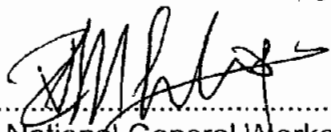
34.6 Should the services of an employee be terminated for whatever reason

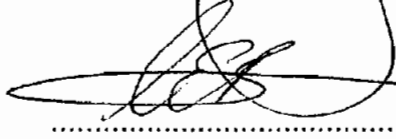
the employer shall notify the administrator of the name and ID number of that employee and the date of termination.

Signed at Durban on the 25<sup>th</sup> October 2006.

 (25/10/2006) ALAN GIRA  
NCCA CHAIRMAN KZN  
For the National Contract Cleaners Association (Kwa-Zulu Natal Branch)

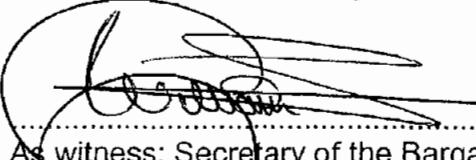
N. Xulu  
For South African Transport and Allied Workers' Union (SATAWU)

Ntombi Xulu. (Provincial Cleaning Sector Chairperson)  
 VINCENTI MHLONINGI  
For National General Workers' Union (NAGEWU)

 LINDOKHAYA BUTSHWAYO  
For Black Allied Workers Union (BAWU)

 BONGINKOSI KHUZWAYO  
For Health & Other Service Personnel Trade Union of SA (HOSPERSA)

 Y.R. NTSHONA  
For Steel, Mining & Commercial Workers Union (STEMCWU)

  
As witness: Secretary of the Bargaining Council  
E. I. WILLIAMS.