

DEPARTMENT OF EMPLOYMENT AND LABOUR

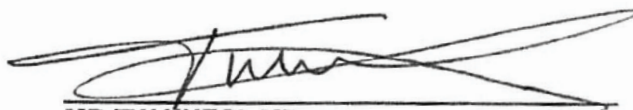
NO. R. 1181

06 NOVEMBER 2020

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY (KWA-ZULU-NATAL): EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT

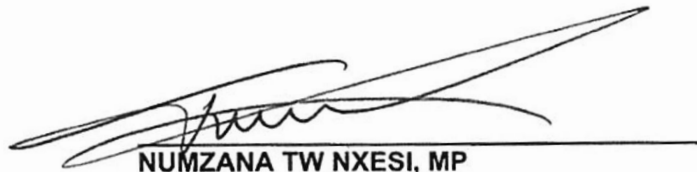
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Contract Cleaning Services Industry (Kwa-zulu Natal)**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the first day of the month after the date of publication of this Notice and shall remain in force until replaced by a subsequent agreement.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 23/10/2020

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY (KWA-ZULU NATAL): UKWELULWA KWESIVUMELWANO ESIYINGQIKITHI SOMKHANDLU SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi**Bargaining Council for the Contract Cleaning Services Industry (Kwa-Zulu Natal)**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngoSuku lokuqala lweNyanga emva kokushicilelwa kwalesisaziso esiyohlala sisebenza kuze kube mhla sibuyiselwa ngesinye isivumelwano esilandelayo.



NUMZANA TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENSI NABASEBENZI
USUKU: 23/10/2020

SCHEDULE

**BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY
(KWA-ZULU NATAL)****MAIN COLLECTIVE AMENDING AGREEMENT**

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

The National Contract Cleaners Association (KZN)

(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)

Transport, Retail, & General Workers Union (THORN)

(hereinafter referred to as the "Employees" or the "Trade Unions", of the other part, being parties to The Bargaining Council for The Contract Cleaning Services Industry (Kwa-Zulu Natal).

to amend the Main Collective Agreement published under Government Notice No. R.1076 of 16 August 2019 and R.131 of 14 February 2020, as extended and amended by Government Notice No. R. 910 of 21 August 2020.

1. SCOPE OF APPLICATION OF THE AGREEMENT.

- (1) The terms of this Collective Agreement shall be observed by employers and employees in the Contract Cleaning Services Industry as defined hereunder, in the Province of Kwa-Zulu Natal: -

"Contract Cleaning Services Industry" or "Industry" means the industry in which employers and employees are associated on fixed-term or fixed project contracts for carrying out one or more of the following activities for hire or reward:

- (a) The cleaning or washing, by hand or machine, of furniture, windows, carpets, doors, floors, ceilings, roofs, baths, showers, toilets, kitchens, tools, machinery, at the premises of a client, including but not limited to state, industrial, commercial, business premises, residential premises, hotels, markets, hospitals and flats, buildings, and includes the maintenance of gardens and grounds that are contained within the same project and/or contract and is undertaken by the same employer, but excludes contracts that are exclusively garden and ground maintenance;
- (b) The cleaning of roads or highways or the interior or exterior of any air-planes, trucks, cars, buses, trains, ships or any vehicle requiring to be cleaned or valeted excluding auto valet establishments as defined in the certificate of registration of the Motor Industry Bargaining Council;
- (c) The hiring out by temporary employment services of employees for activities or operations which ordinarily or naturally fall within the definition of contract cleaning, irrespective of the class of undertaking, industry, trade or occupation in which the client is engaged as an employer.

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JK [Signature] [Signature]

- (2) Notwithstanding the provisions of sub-clause (1) above, this Agreement shall apply to Employees for whom wages are prescribed in this Agreement and to the employers of such employees;

2. PERIOD OF OPERATION OF AGREEMENT.

- (1) This Agreement shall only come into operation from the 1st day of the month following the date of promulgation.
- (2) The parties agree to abide by clause 10.4 of the Council 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) Upon expiration of this agreement and in the absence of a new agreement, the terms and conditions prevailing at the time of expiration shall apply until such time as a new agreement has been promulgated.
- (4) The parties agree to request the Minister of Labour to extend the Main Collective Agreement in terms of Section 32 (1) of the Labour Relations Act to non-parties

4. REMUNERATION.

Substitute clause 4 with the following:

- "4.1 An employer shall pay his employees for ordinary hours worked at the following rates per hour (or part thereof), calculated on a pro rata basis for all employees:
- a) the province of Kwa-Zulu Natal
- i) With effect from the period of operation – R23.20 per hour;
- ii) With effect from 1st March 2021 – R24.36 per hour;
- iii) With effect from 1st March 2022 – R25.58 per hour
- 4.2 A casual employee who is required to perform the same class of work as that performed by an employee, shall be paid by the employer at the rate applicable to ordinary hours worked by employees, as laid down above.
- 4.3 In addition to the ordinary wage, an employer shall pay a night work allowance to any employee required or permitted to do night work, and such allowance shall be calculated in respect of each night hour (or part thereof) so worked, at a rate of 10% of said employee's hourly wage.
- 4.4 An employer shall give the first option of work on any contract to any employees in his/her employ in order to enable such employees to increase their hours of work up to the maximum prescribed. Provided the application of this clause will under no circumstances create an expectation of continued employment.
- Any dispute relating to this sub-clause shall be referred to conciliation and if unresolved to arbitration in accordance with the Council Constitution, or if applicable, the Labour Relations Act, 1995.
- 4.5 "An annual incentive bonus" will be paid, to all cleaners in employment on the 1st December, in the month of December each year. The bonus will be as follows:
- a) An amount equivalent to 4.33 (four point three three) times the employee's weekly wage;
- b) The annual incentive bonus will be pro rata calculated on the number of full calendar

S.m.

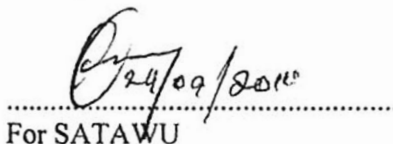
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- months service divided by 12 and multiplied by 4.33 (four point three three) times his weekly wage.
- c) Definition of Full Calendar Month of Service:
 - i) Current Employees who are currently in the service of employers and who do not ordinarily work on a Saturday, Sunday or Public Holiday will not attract a pro-rata penalty, for purposes of bonus calculations, where the first day of the month falls on a Saturday, Sunday or public holiday.
 - ii) New Employees who are engaged after the 1st day of the month will attract a pro-rata penalty when Annual Incentive Bonuses are calculated.
 - c) The weekly wage as set out in clauses (a) and (b) are to be read and calculated as per the formula set out in clause (d) of this section.
 - d) The Calculation of Annual Incentive Bonus on Old / New Rate during full Calendar Year of that Annual Incentive Bonus shall be calculated on the prevailing rate of pay for each employee for each month worked during that Calendar Year.
 - e) Incentive Bonus Penalty due to Absence from Work
 - i) Any statutory absence from work in terms of the Basic Conditions of Employment Act 75 of 1997 as amended, in particular section 20 Annual leave, section 22 Sick leave, section 25 Maternity leave and section 27 Family Responsibility leave, the Main Agreement and Lay-Offs due to an Injury on Duty, will not attract a pro-rata penalty when calculating the Annual Incentive Bonus.
 - ii) All other absence from work, whether authorized or unauthorized, will attract a penalty when Annual Incentive Bonuses are calculated.
 - f) Casual employees do not qualify for the Annual Incentive Bonus
 - g) Clause 4.5 c) ii; 4.5 d); and 4.5 f) above, are subject to the employer's right to exercise his/her discretion to regard these clauses as minimums.
- 4.6 a) An employer shall not employ any cleaner to work for less than 6 (six) hours per day, if an employee works for less than 6 (six) hours then that employee shall be paid for 6 (six) hours. "

Signed at Durban on the 24th Sept 2020


For the NCCA

PAUL JUDKINS
Name of signatory


For SATAWU

Sifiso Ntshakala
Name of signatory





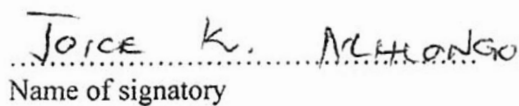
For NAGEWU



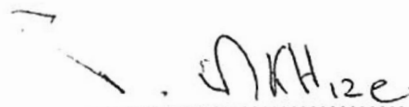
For THOR



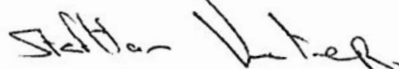
For the Bargaining Council



Name of signatory



Name of signatory



Name of signatory



Family Crisis Health Plan

Option form cancelling membership.

Benefits of membership: Employee's whole family includes husband + wife + financially dependent children (e.g. biological, legally adopted, legal guardian) Children covered from birth up to the age of 21. If full time student to the age of 25 and disabled children remain covered.

Daily hospital benefit

General ward	ICU ward
R 200.00 per day	R 300.00 per day
R 1400.00 per week	R 2100.00 per week
R 6200.00 per month	R 9300.00 per month

TB Cover R5 000 per member / R 25 000 per family per annum.

Medical Emergency Transportation covers emergency transportation by ER24: Ambulance, helicopter and aeroplane evacuation.

HIV Cover provides a helpline 24-hours a day 7 days a week, providing telephonic counselling and advice on HIV/AIDS. Access to an Eliza test within 48 hours followed by ARV, STD and morning after pill where required. HIV testing immediately following exposure. Contact centre must be notified within 24 hours of exposure.

Funeral

Principal Member	R 5,000
Spouse	R 5,000
Child 14 -21	R 5,000
Child 6 - 13	R 4,000
Child 0 - 5	R 3,000
Stillborn	R 1,000

Benefits

Accidental death benefits covers death due to any form of accident, this includes motor vehicle accidents, gunshot, and fire for example. R70 000 benefit payable in the event of the principal member and/or R35000 for adult dependent and R25000 for a child dependent.

The Cost: R54.00 per month.

I Company number
hereby confirm that **I do not wish** to join the Family Crisis Health Plan and /or wish to cancel my membership with the Family Crisis Health Plan and my employer must not deduct the cost from my wages. I further understand that I can join the Family Crisis Health Plan at any time by advising my employer.

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Signed

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Date

.....
Witness