
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR


NO. R. 5593

29 November 2024

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY:
EXTENSION TO NON-PARTIES OF THE GLASS SECTOR COLLECTIVE AGREEMENT**

I, **NOMAKHOSAZANA METH**, 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 **National Bargaining Council for the Chemical Industry**, 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 second Monday after the date of publication of this notice and for a period ending 30 June 2025.



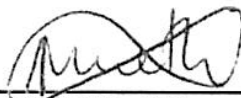
MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 18 November 2024

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BE NATIONAL
BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI BEZOMKHAKHA
WEZINGILAZI SELULELWA KULABO ABANGYONA INGXENYE YASO**

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **kwi National Bargaining Council for the Chemical Industry**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuNhlangulana 2025.



MS N METH, MP**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU:** 18 November 2024

**NATIONAL BARGAINING COUNCIL FOR THE
CHEMICAL INDUSTRY**

CONSOLIDATED 2023/2025

GLASS SECTOR AGREEMENT

between

**THE GLASS INDUSTRY EMPLOYERS' ASSOCIATION
(GIEA)**

and

**CHEMICAL, ENERGY, PAPER, PRINTING, WOOD,
AND ALLIED WORKER'S UNION**

(CEPPWAWU)

**GENERAL INDUSTRIES WORKER'S UNION OF
SOUTH AFRICA**

(GIWUSA)

**NATIONAL UNION OF METALWORKERS OF SOUTH
AFRICA**

(NUMSA)

SOUTH AFRICAN CHEMICAL WORKER'S UNION

(SACWU)

SOLIDARITY

The parties record that they have agreed to the following changes to the conditions of employment for their employee/members who fall within the scope of the agreement.

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CHAPTER 1 -SCOPE AND EFFECTIVE DATE AND DEFINITIONS

1. SCOPE OF AGREEMENT:

- 1.1. This agreement is applicable to all employees in the bargaining unit as defined in the existing company recognition agreements. The extension of the scope is a company/plant-level issue.
- 1.2. The manufacture, melting, decoration, distribution, conversion, and storage processes of glass products in the following markets:
- a) Packaging and container ware.
 - b) Blown glass, whether this is performed mechanically or manually, including glass bending.
 - c) Building glass for building, architectural, toughening, and silvering use, including application.
 - d) Automotive glass for original equipment and replacement, including application.
 - e) Fibreglass, mineral wools, slagwool and rockwool.
 - f) Insulator glass and fibreglass and continuous filament products.
 - g) Glass tableware.
 - h) Glass for pharmaceutical purposes.
 - i) Cutting and colouring activities.
 - j) Covering, including any articles consisting wholly or mainly of glass.
 - k) Safety glass and laminated glass.
 - l) Talc, kaolin, bentonite, and limestone,
2. And includes all operations incidental to those activities, but excludes the activities of the 'glazing,' 'shop, office, and bank fitting' and 'painting' trades of the building industry.
3. The extraction, processing and distribution of industrial minerals and other non-metallic mineral products that are specifically employed in the manufacture of glass and/or glass products, or are by-products of the extraction and processing of silicate, glass sand or any other non-metallic mineral product primarily for use in the manufacture of glass, and all operations incidental to these activities.

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2. EFFECTIVE COMMENCEMENT DATE AND DURATION:

2.1. The parties have concluded an agreement for a period of two years.

The period of duration of this agreement shall be effective from 1 July 2023 for the parties to the collective agreement and on a date as determined by the Minister of Employment and Labour for the non-parties to the collective agreement and shall remain in force until 30 June 2025.

3. DEFINITIONS

Any reference in this Agreement to the Republic of South Africa shall be deemed to be those areas and/or Provinces as they existed immediately after the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993). Any expressions used in this Agreement which are defined in the Labour Relations Act, as amended, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further unless inconsistent with the context - 'Act' means the Labour Relations Act (as Amended). The definitions as listed in Section 213 of the Act must be read as incorporated herein.

'Council' means the National Bargaining Council for the Chemical Industry;

'employee' means an employee whose minimum wage of pay or activity is scheduled in this Agreement or an employee under exemption from this Agreement or under conditions determined by the Council;

'employer' means any person [including a temporary employment service as defined in section 198(1) of the Act] who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business;

'Law' includes Common law;

'Glass industry' as defined in the certificate of registration of the NBCCI;

'Substantive agreement' means this agreement.

'Basic Conditions of Employment Act' means the Basic Conditions of Employment Act 75 of 1997

'Labour Relations Act' means the Labour Relations Act 66 of 1995;

'Minister' means the Minister of Employment and Labour

CHAPTER 2 –WAGES, HOURS OF WORK, ANNUAL AND SHIFT ALLOWANCE

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4. WAGES:

4.1. General Increase in Basic Wages

Except for the employers who comply with the Council's Exemption Procedure, GIEA member employers agree to grant in year one an across-the-board increase of 7.0% on current June 2023 basic wages, effective retrospectively from 1 July 2023 for the parties to the Council.

For year two of the agreement, the parties agree to an increase of an average CPI+ 0.5% with a floor of 6.0 and a ceiling of 7.0%.

These increase on wages will apply to non-parties to the collective agreement on a date as determined by the Minister of Employment and Labour.

4.2. Minimum Monthly Basic Wage

Minimum wages: the sector's monthly minimum wage to be increased by 7.0% to R7 860.07

The increase in the second year will be in line with the agreed wage increase.

Employees who currently earn below the new minimum of R7 860.07 will have their wages adjusted to R7 860.07 or by 7.0%, whichever is greater.

5. HOURS OF WORK:

5.1. Normal Work Week:

The Glass Sector shall operate a standard work week of 42 normal working hours. In the event of any reduction in working hours being required in order to comply with this clause, those employers currently working in excess of 42 hours per week shall comply with the provisions of this clause. Should the reduction of the working hours be necessary in order to comply with the provisions of this clause, such a reduction shall be without loss of pay benefits to the employee or a reduction in the employee's condition of employment.

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5.2. Continuous Process/Shift Workers:

The parties agreed that the existing arrangements for working hours in respect of the continuous process workers and shift workers will remain unchanged.

6. ANNUAL BONUS:

The parties agreed in principle to an annual bonus equal to 4.33 weeks' pay applying to all companies, with the exception of the companies which applied for exemption in terms of the Bargaining Council's Exemption Procedure. Employees shall be paid a pro-rata bonus in the event of their being retrenched.

7. MINIMUM SHIFT ALLOWANCE:

The minimum non-pensionable shift allowance for 2-shift and 3-shift employees (excluding continuous process shift workers) will be 10% on the afternoon shift and 12% on the night shift.

This allowance will be calculated on the employee's basic rate of pay, excluding any premiums or service allowances.

CHAPTER 3 – DIFFERENT TYPES OF LEAVES AND TRADITIONAL HEALERS**8. ANNUAL LEAVE:**

An employee shall be entitled to 15 working days of paid annual leave. An additional three (3) working days of service leave per annum shall be granted upon completion of five (5) years of continuous service and a further 2 working days of service leave per annum on the completion of 10 years of continuous service.

9. MATERNITY/STILLBIRTH/MISCARRIAGE LEAVE:**9.1. Right to Maternity Leave:**

Female employees who fall pregnant shall be entitled to maternity leave subject to the terms and conditions set out in Section 25(2) – (6) inclusive of the Basic Conditions of Employment Act, 1997 (BCEA). Employers shall assist such employees with their applications to the Department of Employment and Labour for

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the payment of maternity benefits payable from the Unemployment Insurance Fund and in terms of S.25 of the BCEA.

9.2. Continuous Service:

The period of maternity leave taken shall qualify as continuous service but not for the purpose of accruing paid annual leave and annual bonus.

9.3. Notice of Maternity Leave/Resumption of Duty:

Where possible, the employee shall give the employer at least four weeks' notice of the commencement of her maternity leave and her intended date of resumption of duty.

9.4. Resumption of Duty:

The employer shall reinstate the employee in her previous position or, should this not be practicable in the circumstances, in a similar position on conditions of employment no less favourable to the employee than those which applied to her immediately prior to the commencement of the maternity leave.

9.5. Exceptions:

In the event of a stillbirth or miscarriage occurring during the last trimester of the pregnancy, six (6) weeks leave will be granted with effect from the date of the stillbirth/miscarriage.

9.6. Terms of Remuneration:

In the event of a female employee becoming pregnant after having completed a minimum of one year's continuous service with the employer, she shall be entitled, subject to the conditions set out in 8.2 – 8.4 above, to maternity leave of up to four (4) months, paid at the rate of 85% of the normal basic wage, or up to six (6) months paid at the rate of 55% of her normal basic wage. Each of the parties shall bear their normal contributions to fringe benefit funds for the full period of maternity leave.

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9.7. Spreading of Payment:

Any employer which currently grants maternity leave on pay in excess of 55% for the period of less than six (6) months will spread its current payments evenly over the full period of maternity leave taken.

10. PATERNITY AND CHILDCARE LEAVE:**10.1. Paternity Leave:**

Subject to furnishing the necessary proof, employees will be entitled to ten (10) days per annum, of which four (4) will be paid and the balance six (6) days unpaid, for which the employee must apply for UIF.

10.2. Childcare Leave:

10.2.1 Subject to furnishing proof, employees will be entitled to four (4) days paid per annum, of which one (1) will be unpaid.

10.2.2 Both paternity and childcare leaves shall be deemed to incorporate the Family Responsibility Leave contained in the Basic Conditions of Employment Act, 1997, as amended.

10.2.3 Time off for registering children on admission to school may be discussed at the company level.

11. COMPASSIONATE LEAVE:

Employees will be entitled to four (4) days paid leave per occasion of death of immediate family, namely spouse, parents, children, brother or sister and legally adopted children. A death certificate will be required. The employee will be entitled to a further one (1) day's unpaid leave.

In addition to the above, the type of leave will be extended to the employee's parents-in-law, subject to the following:-

11.1. The deceased being the biological or adoptive parent of the spouse:

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11.2. Submission of acceptable documentation proof to support the above, including the prior submission of copies of the identity documents of the parents-in-law, which would be kept in the employee's personal file.

11.3. This would be a once-off benefit.

12. SICK LEAVE:

The provision of the BCEA shall apply in respect of sick leave. In addition, employees shall be entitled to accumulate the untaken balance of sick leave in the cycle or use it during prolonged illness. Such accumulated sick leave shall not exceed twenty (20) days.

13. DISASTER LEAVE:

Disaster leave is agreed on the sole premise that the affected area must have been declared a disaster area by either the local, provincial, or national government.

An employee shall be entitled to take up to four (4) days paid leave in the event of his/her immediate family having been directly affected by an incident which falls within the definition of Disaster Leave set out below.

Disaster Leave applies to a calamitous event which results from natural events, fires, and storms, causing fatalities, major damage, destruction and devastation to individuals and property.

For purposes of this clause, the employee's family shall mean the employee, the employee's spouse (which includes common-law wife) and his/her children, as defined in the Basic Conditions of Employment Act.

Where such disaster results in a fatality, the provisions of the compassionate Leave Clause above shall take precedence over Disaster Leave. The provisions of this leave shall not apply to an employee concurrently with the provisions of Compassionate Leave.

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At the request of the Employee, additional days' unpaid Disaster Leave shall not be unreasonably refused. Where practicable, the employer may visit the area of the disaster to verify the extent of the damage and its effect upon the Employee.

14. STUDY/EXAMINATION LEAVE:

An employee will be entitled to one (1) day's paid examination leave per subject and one (1) day's paid study leave per subject, up to a maximum of 10 days per annum (i.e. maximum of 5 subjects).

15. SPECIAL LEAVE FOR SHOP STEWARDS:

In addition to the leave for Shop Stewards specified in the company recognition agreement, the following arrangements shall apply:-

- All shop stewards' leave may be pulled, and
- Shop Stewards who are Union office bearers shall be entitled to a further five days' leave per annum for attending to Union business.

Shop stewards shall be granted reasonable leave for purposes of participating in the following Glass Sector employer/employee structures.

- Sector Wage Negotiations for participating employers at NBCCI.
- Sector Task Teams
- CHIETA Glass Chamber

Any other leave which Shop Stewards may require for Union business falls within the ambit of the company recognition agreement and may change; therefore, it is negotiable at the plant level.

16. TRADITIONAL HEALERS:

Sick notes issued by Traditional healers will be recognized if issued by a Traditional healer who is registered with a Professional council recognized by an Act of parliament. Further discussion on the validation and acceptability of such sick notes is to take place at the company level.

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CHAPTER 4 -BENEFITS

17. **INSURED BENEFITS:**

The parties agree that this is a company-level issue.

18. **RETRENCHMENT BENEFITS:**

The parties agree that this is a company-level issue.

19. **ACTING ALLOWANCE:**

Where an employee acts for more than half a shift in a higher-graded position, an acting allowance will be payable on the following basis:

19.1.1. When acting in a **position within the Bargaining Unit**, the employee shall be paid the minimum rate for the higher position.

19.1.2. In respect of the Bargaining Unit employee acting in a **position outside the Bargaining Unit**, the company custom and practice shall apply.

20. **LOANS TO ARTISANS:**

Artisans shall be entitled to loans up to R1000.00 per annum at the prevailing rate of interest payable by the employer for the purpose of purchasing replacement tools.

CHAPTER 5- PLANT LEVEL NEGOTIATIONS AND SKILLS TRAINING

21. **PLANT LEVEL NEGOTIATIONS:**

- The parties have agreed to the principle of monthly payment of wages by electronic means, subject to further negotiations being held at the plant level.
- In addition to the wages agreed in Clause 3 above, productivity negotiations will continue to be held at the plant level.
- Negotiations on a layoff procedure may be held at the company level.
- Parties shall meet to negotiate ways and means for uniform application of minimum conditions of employment as contained in the Glass Sector Agreement.

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CHAPTER 6 -SKILLS TRAINING

22. SKILLS TRAINING

Employers are committed to providing job related skills training and education for their employees.

CHAPTER 7 -EXEMPTIONS

23. EXEMPTIONS:

Exemption falls into two categories, i.e. general and limited, the latter, having variations depending on the employer's needs to be specified in the Application for Exemption. All applications shall comply with the requirements of the NBCCI for the exemptions. (see Annexure "B")

23.1. General Exemption:

This relates to an exemption which may be granted from the entire Glass Sector Agreement for the year.

23.2. Limited Exemption:

Limited exemptions are specific in nature, and consideration shall only be given to those Clauses of the Agreement specified by the Employer in the Application for Exemption.

CHAPTER 8 -LABOUR BROKERS AND JOB SECURITY

24. LABOUR BROKERS AND JOB SECURITY:

The parties agree to the principle of establishing a mechanism to prevent exploitation by using only Labour Brokers registered with the Department of Employment and Labour.

The parties commit themselves to fully comply with the amendments to the Labour Relations Act, 66 of 1995, with specific reference to (s) 198.

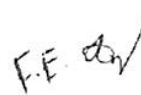
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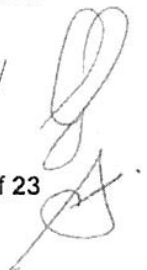
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CHAPTER -9 COVID 19 AND WORK FROM HOME

25. COVID-19

25.1. **Vaccination:**

Paid time off for scheduled vaccination where dedicated workplace vaccination facilities are not available.

25.2. **Covid-19 Leave:**

Glass Sector is cognisant of the realities employees face due to the pandemic, the requirement for time off to recuperate, isolate or quarantine as legitimate circumstances may dictate during the State of Disaster due to COVID-19

In principle, employers do not wish for employees to suffer loss of income as a result of absences due to COVID-19 realities. Employers are supportive of employees taking paid sick leave/time off to enable a safe and responsible response to COVID-19-related periods away from the workplace and the well-being of broader communities. Employers will support employees to access paid sick leave, paid sick leave that may be available from a previous sick leave cycle in line with Clause 11 of the agreement, to avoid loss of income. Should the current and previous cycle sick leave be exhausted, employers undertake to enable employees with additional support by means of a further discretionary allocation of paid days away from the workplace, which may not exceed 10 days per annum. Supporting documentation, as per business requirements of best practise and leave administration and records, will be required to access same in circumstances directly related to Covid-19 recuperation, isolation and quarantine requirements.

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CHAPTER 10-WORK FROM HOME EXPENSES

26. WORK FROM HOME EXPENSES

Reimbursement for substantiated additional work-related expenses in line with the relevant Company policies.

CHAPTER 11- PATH TO ZERO HARM, JUST TRANSITION AND STRIKES

27. PATH TO ZERO HARM

27.1 Parties commit themselves to an Occupational Health and Safety Program to achieve zero harm that inter alia includes an investigation in the possible link between the achievement of production targets and bonuses and its impact on safety, and employees' unsafe behaviour in the workplace; and the creation of a culture whereby workers can withdraw from an unsafe work area.

27.2 Plant level Labour Representatives to work with and support management, safety committees and safety representatives to identify circumstances and elements in the workplace that will deem it to be considered unsafe for work.

27.3 Trade union representatives may stand for elections to be part of safety committees and that safety be a standard item in the Labour and Management meetings.

27.4 Commitment to the culture of safety and the principle: *If it cannot be safely done, don't do it.*

27.5 GIEA member companies undertake to notify the Health and Safety Department of the relevant Union/s on serious injuries and fatalities in the workplace. The Unions may participate in the ensuing investigations. Statutory and business practices, including timelines, compliance and urgency will prevail. The unavailability of a Union representative to participate in the investigations should not result in undue delays in the investigations of the incidents and submission of the relevant reports. Timelines on the duty of the employers to investigate incidents and provide a report within stipulated time frames should be adhered to.

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28. JUST TRANSITION RELATED TO 4IR AND LOW CARBON ECONOMY

28.1 Having regard to the nature of the glass industry and taking into consideration the following realities in the glass manufacturing process:

- The modern glass making process, where sand is mixed with recycled glass, soda ash and limestone before being heated in a furnace to around 1700°C, has fundamentally remained the same for decades and it is highly unlikely that any new revolutionary technological changes will happen in the foreseeable future. The glass sector, like most industrial businesses, is unlikely to be affected by the 4IR and this phenomenon does not feature in any of the member companies' business risks and mitigation plans.
- The implication of the low carbon economy on the glass sector is mainly in respect of (a) efficient use of energy & reduction in the consumption of electricity; and (b) progressive measures to reduce harmful gasses and fully comply with the applicable Air Quality standards. All the industry initiatives aimed at addressing these issues are not expected to have any material impact on the new skills requirements and size of the workforce.

28.2 Any contemplated structural, technological and economic changes in the workplace that may lead to possible redundancies to continue to be dealt with in terms of S189 of the LRA at plant or company level.

28.3 The existing platforms for Labour / Management engagement be utilised for open sharing of information on the state of the business and any changes that are being contemplated so that any S189 process, should it be necessary, it does not come as a surprise to the affected employees.

28.4 Parties commit themselves to act jointly in lobbying against any industrial policy or regulations that have negative impact on the survival and sustainability of the glass sector.

GIEA is and will continue to actively participate in CHIETA structures (Glass Chamber) to advance skills development of the workforce and shape the new curriculum and qualifications that are relevant to the industry.

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29. STRIKE AND LOCKOUTS:

The Strike and Picketing Rules shall continue to apply to the Glass Sector, and the parties agreed on the proposed amendments to the Picketing Rules.

Code of conduct

In the interest of industrial peace, the parties have agreed to the following Code of Good Conduct which will apply to their respective members during industrial action.

Procedure

Before the Union/s embark on industrial action, it/they must exhaust all available procedure and process in terms of dispute resolutions.

The Management will meet with the shop stewards on strike, to discuss the problems related to the strike action, with the intention of reaching mutual -agreement.

The shop stewards of the Union/s will endeavour to ensure -that the above Code of Conduct is adhered to all times when there is industrial action.

When Union members embark -on strike action, the Union/s shall advise management of names of the shop stewards who will be marshalling the striking workers on site in the prescribed area, as well as the name of the Union officials to be contacted on a 24 hour basis.

During a period of industrial action, all services personnel (-canteen, first and human resources, etc) will be utilized to support the running of the plant and hence only limited service will be available.

Union members working at above stated services who have elected to participate -in strike action will be allowed to exercise their democratic right to do so.

Employers will exercise their individual democratic rights of deciding whether to participate in the strike or not.

Strike Rules

Only those employees in the Bargaining Unit and who have voluntary elected -to participate in the protected strike action may do so.

The 'no work, no pay' rule will apply to those employees participating in the strike.

Subject -to their compliance with these rules, employees participating in the strike will be entitled to access to a prescribed area during normal office hours for the duration of the strike. The prescribed area will be agreed at each factory/plant.

All employees who are on strike will remain in the prescribed area as designated from time to time.

Should employees who are participating in the industrial action -gather in an area other than the designated area, such employees shall, upon notification from the employer, immediately leave the area to which they have moved in a peaceful and orderly manner. The Union/s undertake, at the request of the employer, to ensure that defaulting persons immediately return to the designation area.

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Employees who decide to return to work during a strike will do so without interference from striking employees.

Such striking employees shall at all times observe and comply with the Company's normal security regulations.

Striking employees shall at all times conduct themselves in a peaceful and orderly manner and shall not:

1. Threaten, intimidate or assault any employee in any manner whatsoever.
2. Enter the Company's work area or any area where machinery and equipment is situated, including on the production floor or office areas.
3. Engage in any form of violence, intimidation or damage to Company property or property of personnel or suppliers to the Company.
4. Be in possession of any dangerous weapons such as firearms, pangas or any such offensive weapons, or (in) flammable materials.
5. Engage in unauthorized use of Company equipment, vehicles or materials.
6. Have liquor or drugs in his/her possession whilst on Company premises. The Company reserves the right to remove, in an orderly fashion and without the involvement of the SAPS, any employee participating in the strike who is under the influence of alcohol and/or drugs.
7. Physically prevent members of the public, including customers, other employees and service providers from gaining access to or leaving the employer's premises.

There will be no littering of Company premises and use will be made of refuse facilities which will be provided by employer

30. PICKETING

Principles of Picketing

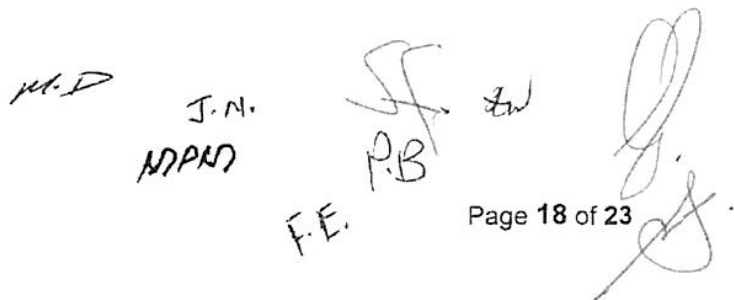
This Code of Practice is intended to provide the rules and guidance for picketing on or off the employer's premises during a protected strike or in opposition to any lock-out.

It must be used by those members who may be contemplating organizing or taking part in a picket as well as by the employer and the general public which may be affected by the picket.

GIEA recognizes the right of persons to assemble, demonstrate, picket and present petitions in terms of Section 69 of the Labour Relations Act, No.66 of 1995. These actions shall be exercised both peacefully and unarmed.

Any picket which is not in support of a protected strike or against lockouts will be not be protected by the LRA.

Substantive Agreement 2023/2025



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Authorisation

The picket must be authorised -by the registered trade union and authorisation must be in accordance with the Union/s constitution. The Union/s shall notify the GIEA/ the Company, whichever is applicable before commencement of the picket.

Purpose

The purpose of the picket may be to peacefully:

1. Encourage -non-striking employees to oppose a lock- out or to support strikers involved in the strike.
2. Dissuade employees from working during the strike.
3. Dissuade replacement labour from working.
4. Oppose any lock-out.

Rules and Conduct of the Picket

Notification to picket by the Union/s shall be in writing and provided to the employer at least 24 hours in advance of the picket. The notice shall include the name of the convenor -to oversee the picket who shall be a member or official of the Union/s who understands the rules of the LRA in terms of strikes, lock-outs and pickets.

Upon reaching agreement with the employer, whose permission shall not be unreasonably withheld on the following -matters, a picket will take place on the employer's premises.

- a. Distance from any gate or entrance to Company premises.
- b. Number of employees taking part.
- c. The areas designated for the picket and the durations of the picket.
- d. Method of communication between marshals and pickets.
- e. If agreement is not reached on points a-d -above, the matter will be referred to the CCMA for ruling.

Union officials and striking employees will conduct themselves in a peaceful and lawful manner and may:

- a. Carry placards.
- b. Chant slogans
- c. Sing and dance.

Picketing employees may not:

- a. Physically prevent members of the public including customers, other employees and service providers, from gaining access to or leaving the employers premises.
- b. Display banners which are threatening in nature.

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M.P.M

F.E.

SS
P.B. An
[Signature]

Substantive Agreement 2023/2025

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Secondary Strikes and Pickets.

To picket or strike at the Company is support of a strike as contemplated in terms of Section 66 of the Act, the Union and its –members must ensure that all requirements of this agreement, as well as Section 66 of the Act, are met.

The strike that is to be supported by the secondary strike –must be a protected strike. The Company must have received a written notice of the strike at least seven (7) –days prior to the secondary strike taking place.

The secondary strike must be reasonable –in relation to the direct or indirect effect that it may have on the business of the primary employer.

Members participating in the secondary strike must hold any picket off the premises unless permission is granted for the picket to be held in a specific area within –the premises. Permission– shall not unreasonably be denied, however the Company shall have the right to ensure the safety, security and continuation of its normal business.

General Rights, Obligations and Immunity

Employees who take part in a picket protected in terms of this Act do not commit a delict or a breach of contract. This means that the employer may not sue a person or Union/s for damages caused by a picket.

The employer –will not take disciplinary action against an employee for participating in a lawful picket.

Where the employee’s conduct during a strike –or picket is deemed to constitute misconduct, the employer may institute disciplinary inquiries in accordance with existing procedures at each plant.

Terms and Agreement

This agreement shall subsist until replaced by another agreement or by rules imposed by CCMA.

CHAPTER 13 -OTHER CONDITIONS AND ANNEXURES

31. OTHER CONDITIONS OF EMPLOYMENT:

All other conditions of employment not specified herein remain unchanged. Other benefits already more favourable than provided for in terms of this Agreement shall not be affected. The provisions of the Agreement constitute a full and final settlement of all proposals which the parties may have in respect of all Terms and Conditions of Employment for the duration of the Agreement.

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Substantive Agreement 2023/2025

32. ANNEXURES:

All Annexures hereto are deemed to form part of the Glass Sector Agreement.

33. APPLICATION AND INTERPRETATION OF THIS AGREEMENT:

A dispute may be declared by either party after a deadlock has been reached arising out of the application and/or interpretation of any part of this Agreement.

Either party may declare a dispute by setting out in writing the nature and details of the dispute and the proposed terms of settlement and providing such to the other party.

The dispute shall, within ten (10) working days of declaration, be referred to the Council (NBCCI) for resolution in terms of the dispute resolution procedure of the Council.

Headings in the Agreement are for the convenience of the parties and are not to be considered in interpreting the document.

CHAPTER 40 -AGENTS**34. AGENTS**

33.1 The Council shall appoint one or more specified persons as Agents to assist in giving effect to the terms of this Agreement. For the purpose of enforcing or monitoring compliance with this agreement, as the case may be, an Agent of the Council shall have the right to enter and inspect the premises, examine records and question the employer and/or his employees in any manner that he deems appropriate: Provided that such rights be exercised only as is reasonably required for the purpose of enforcement of, or monitoring compliance with the Agreement.

33.2 After each inspection of an employer's records and operations the agent shall prepare a report for the attention of the employer, worker representatives and, in the case of an individual complainant, the complainant concerned, confirming the date and time of the inspection and, if any contraventions of the Agreement were identified, a summary of the contraventions and the action that management is required to take to rectify the contraventions. Any disclosure of information shall comply with the provisions of the Act.

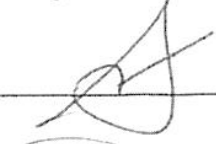
Substantive Agreement 2023/2025

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Signed at Johannesburg this 07 day of August 2024

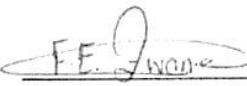
For THE GLASS INDUSTRY
EMPLOYERS ASSOCIATION:

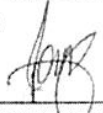

WITNESS FOR GIEA


WITNESS FOR GIEA

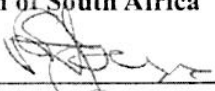
On behalf of:


Chemical, Energy, Printing,
Wood and Allied, Workers,
Union

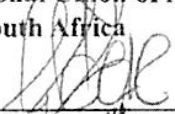

Witness


General Industries Workers
Union of South Africa

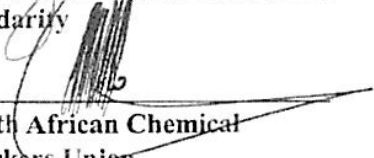
Witness


National Union of Metalworkers
of South Africa

Witness




Solidarity

Witness


South African Chemical
Workers Union

Witness

Substantive Agreement 2023/2025

 S.N. P.B. 
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Annexure A

SCHEDULE OF MINIMUM WAGES W.E.F. 1 JULY 2023 – 30 JUNE 2025 FOR PARTIES TO THE COLLECTIVE AGREEMENT AND ON A DATE AS DETERMINED BY THE MINISTER OF EMPLOYMENT AND LABOUR FOR NON-PARTIES

TABLE A – MINIMUM FOR ALL GIEA MEMBERS

Activities/Sub-Sectors	Current Hours of Work	Monthly Minima	Hourly Rate
Manufacturing	42	7 860	46.79
(Mass Production)	41	7 860	47.93
	40	7 860	49.13
Distribution, Industrial, Minerals	42	7 860	46.79
Converters	41	7 860	47.93
Glassblowers, etc.	40	7 860	49.13

Minimum Wages for the period 1 July 2024 to 30 June 2025 will only be known once the actual increase for year 2 is known.

Substantive Agreement 2023/2025

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DEPARTMENT OF EMPLOYMENT AND LABOUR

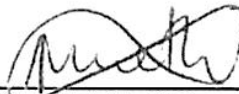
NO. R. 5594

29 November 2024

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FISHING INDUSTRY:
EXTENSION TO NON-PARTIES OF THE AMENDING COLLECTIVE AGREEMENT**

I, **NOMAKHOSAZANA METH**, 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 Fishing Industry**, 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 second Monday after the date of publication of this notice and for a period ending 31 December 2026.



MS N METH, MP

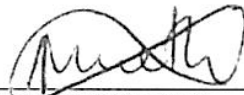
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 18 November 2024

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YOKUDOBA: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, **NOMAKHOSAZANA METH**, onguNgqongqoshe WezemiSebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yokudoba**, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuZibandlela 2026.



MS N METH, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 18 November 2024

1. SCHEDULE**BARGAINING COUNCIL FOR THE FISHING INDUSTRY (BCFI)****AMENDMENT OF THE MAIN COLLECTIVE
AGREEMENT SECTION 1: GENERAL****PART A: INTRODUCTION****1. CLAUSE 1: PARTIES TO THE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, this Agreement is made and entered into between the

South African Fishing Industry Employers Organisation (SAFIEO)

(Hereinafter referred to as "the employers" or "the employers' organisation") of the one part

And the

Food and Allied Workers Union (FAWU)

Hereinafter referred to as "the employees" or "the trade unions"), of the other part, being parties to the Bargaining Council for the Fishing Industry (hereinafter referred to as the "Council")

To amend the Collective Agreement published under Government Notice R.3970 of 20 October 2023.

2. CLAUSE 2: PURPOSE OF THE AGREEMENT

This agreement aims to advance economic development and social justice by fulfilling the primary objects by giving effect to and regulate the right to fair labour practices conferred by section 23 of the Constitution of South Africa 1996, by establishing and enforcing basic conditions of employment in the scope of the Council for employees employed on the vessels at sea, excluded from the Basis Conditions of Employment Act.

PART B: APPLICATION**3. CLAUSE 3: SCOPE OF APPLICATION**

3.1. This agreement applies to all Employers and/or Employees within the Republic of South Africa, who are members of any of the parties to this agreement and who are employed in the: -

3.1.1. Hake Deep-sea Bottom Trawl Sector

3.1.2. Hake Inshore Bottom Trawl Sector

3.2 On extension of this agreement to non-parties by the Minister, any employer may apply to the Bargaining Council's Executive Committee for exemption from the terms of this collective agreement in terms of clause 37 of the Council's Main Agreement.

4. CLAUSE 4: PERIOD OF OPERATION

The terms and conditions set out herein shall come into operation:

- 4.1. In respect of the parties as agreed and shall remain in force until cancelled by the parties to this Agreement; and
- 4.2. In respect of non-parties to the Agreement as from the date determined by the Minister until 31 December 2026.

SECTION II: CORE RIGHTS**PART D: REMUNERATION****9. MINIMUM REMUNERATION**

- 9.1. It is agreed by the parties that actual remuneration rates be increased by the percentage indicated in the respective chamber agreements as well as the minimum remuneration rates, as reflected in the new minimum rates scheduled attached:
 - 9.1.1. Annexure "A" - Hake Deep-sea Bottom Trawl Sector
 - 9.1.2. Annexure "B" - Hake Inshore Bottom Trawl Sector
- 9.2. No employee shall be paid less than the minimum remuneration prescribed in the respective chamber agreements attached for any employee's relevant rank after incorporation of the increase referred to in subclause 9.1 above.
- 9.3. Subject to subclause 9.2 above, some ranks are excluded from having a prescribed minimum remuneration and marked "Unprescribed", as the rate of remuneration for such rank normally exceeds an annual income level of two hundred twenty-four thousand and eighty rand and forty-eight cents (R 224,080.48).
- 9.4. The prescribed minimum remuneration schedule per chamber setting out the minimum rates of pay per Working Day for each rank that shall be effective from the date that this agreement comes into force.
- 9.5. Should the employer require an employee to work for five (5) days or more in a rank which has a higher remuneration as prescribed for the rank that the employee holds, the employer shall pay that employee at the higher remuneration for the full period the employee worked in the higher rank: Provided such change in rank is authorized by the Skipper and logged as such.
- 9.6. A temporary employee shall be paid at the rate for the rank the employee holds contained in the remuneration schedule for the specific sector in which the employee is employed.

ANNEXURE A: DEEP-SEA BOTTOM TRAWL SECTOR CHAMBER

A1. MINIMUM DEEP-SEA REMUNERATION

- Actual Remuneration rates shall be increased by 7% on the Basic Daily Rates and all other components (except for the commission component) as from 01 July 2024 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. Commission rates shall be increased by 6% as from 01 July 2024 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. (Year One)
- The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be increased to 7% from the date as determined by the Minister in terms of clause 4.2. for non-parties. (Year One)

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)
Able Seaman	R371.83	R 1-95	8.1. Able Seaman
Assistant Factory Manager	R402.37	R 1-95	8.13 Factory Manager - Assisting
Assistant Marine Engineer	R380.14	R 1-95	8.28 Marine Engineer-Assisting
Bosun	R405.56	R 1-95	8.2 Bosun
Charge Hand	R348.91	R 1-95	8.3 Charge Hand
Cook	R477.14	R 1-95	8.4 Cook
Cook-First	R553.01	R 1-95	8.5 Cook-First
Cook - Second	R405.56	R 1-95	8.6 Cook - Second
Deck Hand	R348.91	R 1-95	8.9 Deck Hand
Factory Manager	R519.36	R 1-95	8.12 Factory Manager
Fishmeal Operator	R438.68	R 1-95	8.18 Fishmeal Operator
Galley Hand	R321.36	R 1-95	8.23 Galley Hand
Greaser	R392.93	R 1-95	8.19 Greaser
Greaser- M3	R413.72	R 1-95	8.20 Greaser- M3
Greaser- M4	R402.84	R 1-95	8.21 Greaser- M4
Lifeboat man (PISC)	R348.91	R-1-95	8.25 Lifeboat man (PISC)
Spare Hand	R321.36	R 1-95	8.35 Spare Hand

A.2. MINIMUM DEEP-SEA REST PERIODS

The Employer shall provide an Employee with at least ten (10) hours of rest per Day of which at least six (6) hours of the ten (10) hours shall be continuous uninterrupted rest when the Employee is employed in the Deep-sea Bottom Trawl Sector.

ANNEXURE A: DEEP-SEA BOTTOM TRAWL SECTOR CHAMBER

A1. MINIMUM DEEP-SEA REMUNERATION

- Actual Remuneration rates shall be increased by 7% on the Basic Daily Rates and all other components (except for the commission component) as from 01 July 2025 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. Commission rates shall be increased by 6% as from 01 July 2025 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. (Year Two)
- The following minimum Remuneration schedule sets out the increased minimum rates per Working Day for each rank which shall be increased by 7% from the date as determined by the Minister in terms of clause 4.2. for non-parties. (Year Two)

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)
Able Seaman	R397.85	R 1-95	8.1. Able Seaman
Assistant Factory Manager	R430.53	R 1-95	8.13 Assistant Factory Manager
Assistant Marine Engineer	R406.74	R 1-95	8.28 Assistant Marine Engineer
Bosun	R433.94	R 1-95	8.2 Bosun
Charge Hand	R373.33	R 1-95	8.3 Charge Hand
Cook	R510.53	R 1-95	8.4 Cook
Cook- First	R591.72	R 1-95	8.5 Cook- First
Cook - Second	R433.94	R 1-95	8.6 Cook - Second
Deck Hand	R373.33	R 1-95	8.9 Deck Hand
Factory Manager	R555.71	R 1-95	8.12 Factory Manager
Fishmeal Operator	R469.38	R 1-95	8.18 Fishmeal Operator
Galley Hand	R343.85	R 1-95	8.23 Galley Hand
Greaser	R420.43	R 1-95	8.19 Greaser
Greaser- M3	R442.68	R 1-95	8.20 Greaser- M3
Greaser-M4	R431.03	R 1-95	8.21 Greaser-M4
Lifeboat man (PISC)	R373.33	R 1-95	8.25 Lifeboat man (PISC)
Spare Hand	R343.85	R 1-95	8.35 Spare Hand

A.2. MINIMUM DEEP-SEA REST PERIODS

The Employer shall provide an Employee with at least ten (10) hours of rest per Day of which at least six (6) hours of the ten (10) hours shall be continuous uninterrupted rest when the Employee is employed in the Deep-sea Bottom Trawl Sector.

ANNEXURE B: INSHORE HAKE TRAWL SECTOR CHAMBER

B.1. MINIMUM INSHORE REMUNERATION

- Actual Remuneration rates shall be increased by 7% on the Basic Daily Rates and other components (except for the commission component) as from 01 July 2024 for the parties to the Agreement from the date as determined by the Minister in terms of clause 4.2.for non-parties. Commission rates shall be increased by 6% except to those where an average rate is used, which should not be less than these percentages as from 01 July 2024 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2.for non-parties. (Year One)
- The following minimum Remuneration schedule sets out the increased minimum rates per Working Day for each rank which shall be increased by 7% from the date as determined by the Minister in terms of clause 4.2.for non-parties. (Year One)

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Able Seaman	R 299.05	R 1-95	8.1	
Assistant Marine Engineer	R 330.60	R 1-95	8.28	Marine Engineer-Assisting
Bosun	R 291.69	R 1-95	8.2	
Chief Engineer	R 505.64	R 1-95	8.27	
Cook	R 252.40	R 1-95	8.4	
Deck Hand	R 291.69	R 1-95	8.9	
Driver	R 291.69	R 1-95	8.10	
Spare Hand	R 233.60	R 1-95	8.35	

B.2. MINIMUM INSHORE REST PERIODS-

The employer shall provide an employee with at least ten (10) hours of rest per Day.

ANNEXURE B: INSHORE HAKE TRAWL SECTOR CHAMBER

B.1. MINIMUM INSHORE REMUNERATION

1. Actual Remuneration rates shall be increased by 7% on the Basic Daily Rates and other components (except for the commission component) as from 01 July 2025 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. Commission rates shall be increased by 6% except to those where an average rate is used, which should not be less than these percentages. as from 01 July 2025 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. (Year Two)
2. The following minimum Remuneration schedule sets out the increased minimum rates per Working Day for each rank which shall be increased by 7% from the date as determined by the Minister in terms of clause 4.2. for non-parties. (Year Two)

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Able Seaman	R 319.98	R 1-95	8.1	
Assistant Marine Engineer	R 353.74	R 1-95	8.28	Marine Engineer-Assisting
Bosun	R 312.10	R 1-95	8.2	
Chief Engineer	R 541.03	R 1-95	8.27	
Cook	R 270.06	R 1-95	8.4	
Deck Hand	R 312.10	R 1-95	8.9	
Driver	R 312.10	R 1-95	8.10	
Spare Hand	R 249.95	R 1-95	8.35	

B.2. MINIMUM INSHORE REST PERIODS-

The employer shall provide an employee with at least ten (10) hours of rest per Day.

SECTION IV: CONSENSUS

Through application of signature hereof the parties to the respective chambers of the Bargaining Council for the Fishing Industry (in alphabetical order), confirm their acceptance of the terms and conditions contained herein

46. DEEP-SEA HAKE TRAWL SECTOR AND INSHORE HAKE SHORE BOTTOM TRAWL CHAMBERS:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS DAY OF <u>26/07/</u> 2024	
<u>Zolani MBANTWAT</u>	<u>[Signature]</u>
DULY AUTHORISED THERETO FOR AND ON BEHALF OF FAWU	SIGNATURE:
WITNESS: <u>[Signature]</u>	WITNESS: <u>[Signature]</u>

SIGNED AND AGREED TO IN CAPE TOWN ON THIS DAY OF <u>26/07/</u> 2024	
<u>Sizwe Nqekwa</u>	<u>[Signature]</u>
DULY AUTHORISED THERETO FOR AND ON BEHALF OF SAFIO	SIGNATURE:
WITNESS: <u>[Signature]</u>	WITNESS: <u>[Signature]</u>

DEEP-SEA HAKE TRAWL SECTOR AND INSHORE HAKE SHORE BOTTOM TRAWL CHAMBERS:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS DAY OF <u>26/07/</u> 2024	
<u>[Signature]</u> - VICTORIA HANMER	<u>[Signature]</u>
DULY AUTHORISED THERETO FOR AND ON BEHALF OF THE BARGAINING COUNCIL	GENERAL SECRETARY
WITNESS: <u>[Signature]</u>	