

## DEPARTMENT OF EMPLOYMENT AND LABOUR

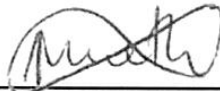
NO. R. 6926

12 December 2025

## 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 2027.



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MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 02/12/2025

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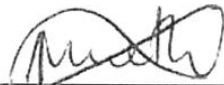
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**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BE NATIONAL  
BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI BEZOMKHAKHA WE  
WEZINGILAZI SELULELWA KULABO ABANGEYONA 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 2027.

**NKOSIKAZI N METH, MP****UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU:** 02/12/2025

**NATIONAL BARGAINING COUNCIL FOR THE  
CHEMICAL INDUSTRY  
GLASS SECTOR SUBSTANTIVE AGREEMENT**

**SUBSTANTIVE AGREEMENT FOR 2025-2027**

**between**

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

**and**

**CHEMICAL, ENERGY, PAPER, PRINTING, WOOD AND ALLIED  
WORKERS' UNION  
(CEPPWAWU)**

**GENERAL INDUSTRIES WORKERS UNION OF SOUTH AFRICA  
(GIWUSA)**

**NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA  
(NUMSA)**

**SOLIDARITY**

*(hereinafter referred to as the "Unions")*

The parties record that they have agreed to the following changes to  
Conditions of Employment for their employee/members who fall  
within the scope of the Agreement.

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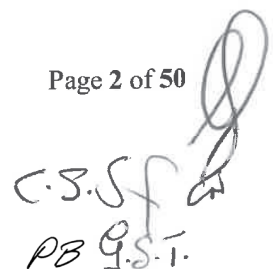
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## CHAPTER 1

### 1. SCOPE OF AGREEMENT

1.1. This agreement is applicable to all employees in the bargaining unit as defines 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,

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.

1.3 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:

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 2025 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 2027.

## 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 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

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## CHAPTER 2

### 4. WAGES:

#### 4.1 General Increase on Basic Wages

Except for employers who comply with the Council's Exemption Procedure, GIEA Member employers agree to grant in year one an across-the-board increase of 5.5% (which represents average CPI calculated from May 2024 to April 2025 i.e. 3.6% with an improvement factor of 1.9%) on current June 2025 actual basic wages, effective retrospectively from 1 July 2025.

For year two of the Agreement, the Parties agree to an across-the-board increase of 5.5% on the June 2026 to December 2026 actual basic wage and a further 0.5% calculated on the December 2026 basic wage, and effective 01 January 2027 to 30 June 2027.

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

- a) Minimum Wages for 2025/2026 will be R8 789.91.
- b) Monthly minimum wage to be increased by 5.5% to R9 273.36 effective 01 July 2026 to 31 December 2026.
- c) Monthly minimum wage to be increased by 0.5% to R9 319.73 effective 01 January 2027 to 30 June 2027.

### 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 ordinary hours per week shall comply with the provisions of this clause. Should a reduction in the hours of work be necessary in order to comply with the provisions of this clause such a reduction shall be without loss of

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pay or benefits to the employee, or a reduction in the employee's conditions of employment.

## **5.2 CONTINUOUS PROCESS/SHIFT WORKERS:**

The parties agreed that the existing arrangements for working hours in respect of 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 pro rata bonus in the event of them 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 afternoon shift and 12% on night shift.

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

## **CHAPTER 3**

## **8. ANNUAL LEAVE:**

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

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**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 application to the Department of Labour for 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 purposes 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 pregnancy, six (6) weeks leave will be granted with effect from the date of 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 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 paid maternity leave.

#### **9.7 PREADING OF PAYMENTS:**

Any Employer which currently grants maternity leave on pay in excess of 35% for a 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, this 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 a spouse;

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11.2 Submission of acceptable documentary proof to support the above, including the prior submission of copies of 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 a cycle, for use 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.

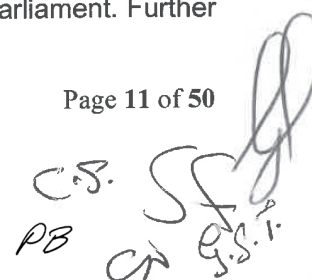
Shop stewards shall be granted reasonable leave for purposes of participating in the following Glass Sector employer/employee structures.

- 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

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discussion on the validation and acceptability of such sick notes is to take place at the company level.

## CHAPTER 4

### 17. MEDICAL AID

The parties agreed to refer the medical aid item to the National Negotiating Committee of the NBCCI.

### 18. SETTING UPO OF AN UNEMPLOYMENT FUND

The parties agreed to refer the medical aid item to the National Negotiating Committee of the NBCCI.

### 19. INSURED BENEFITS:

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

### 20. RETRENCHMENT BENEFITS:

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

### 21. 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:-

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

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

### 22. 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.

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## CHAPTER 5

### 23. 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.

## CHAPTER 6

### 24. SKILLS TRAINING

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

## CHAPTER 7

### 25. LABOUR BROKERS AND JOB SECURITY:

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

## CHAPTER 8

### 26. COVID-19

#### 26.1 Vaccination:

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

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## 26.2 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.

## CHAPTER 9

### 27. WORK FROM HOME EXPENSES

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

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## CHAPTER 10

### 28. PATH TO ZERO HARM

28.1 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.

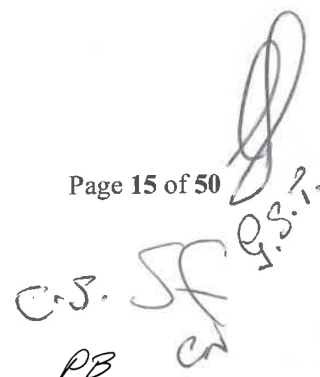
28.2 Plant level Labour Representatives to work with and support management, safety committees and safety representatives to identify circumstances and elements in the workplace that will deem it to be considered unsafe for work.

28.3 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.

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

28.5 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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**29. JUST TRANSITION RELATED TO 4IR AND LOW CARBON ECONOMY**

29.1 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.

29.2 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.

29.3 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.

29.4 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.

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29.5 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.

## CHAPTER 11

### 30. 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.

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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 voluntarily 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

### 31. 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.

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C.S. SF G.S.I. PB CW

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 not be protected by the LRA.

#### **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, lockouts and pickets.

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PB C.S. CW

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:

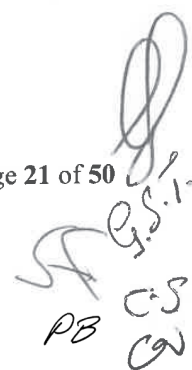
- a. Physically prevent members of the public including customers, other employees and service providers, from gaining access to or leaving the employers premises.
- b. Display banners which are threatening in nature.

### **Secondary Strikes and Pickets.**

To picket or strike at the Company in 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.

  
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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 Council and/or CCMA.

## **CHAPTER 12**

### **32. 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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## CHAPTER 13

### 33. ANNEXURES:

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

### 34. 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 14

### 35. ITEMS REFERRED TO PLANT LEVEL FOR FURTHER DISCUSSION

- 35.1 Shift allowance
- 35.2 Danger allowance
- 35.3 Disaster Leave
- 35.4 Housing allowance
- 35.5 Heat work allowance
- 35.6 Emergency allowance
- 35.7 Long service award

If no consensus is reached on any of these items, the item/s may be referred back to the sectoral level.

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## CHAPTER 15

### 36. AGENTS

36.1 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.

36.2 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.

## CHAPTER 16

### 37. INCOME AND EXPENSES OF THE COUNCIL

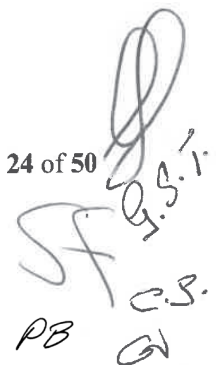
37.1 For the purposes of meeting the expenses of the Council, every employer shall deduct from the wages of each employee.

37.2 Employees who fall within the Bargaining unit shall contribute an amount prescribed by the Council and the employees falling outside the Bargaining unit shall contribute an amount prescribed by the Council, respectively.

37.3 Such levies shall be increased, subject to the approval of the Council's Annual General Meeting.

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Every employer shall contribute the funds of the Council-

An amount prescribed by the Council for each employee who falls within the Bargaining unit, and an amount prescribed by the Council for employees who fall outside the Bargaining unit.

The total amount deducted in terms of subclauses above from the wages of employees together with the amounts to be contributed by the employer in terms of subclause above shall be payable monthly by the employer to the Council's Finance Department at no later than the 7<sup>th</sup> day of the month succeeding the month during which the deductions and contributions were made or were required to be made, together with the proof of payment and schedules incorporating the total number of employees and total levies remitted.

### 38. DEFAULT PAYMENTS

38.1 In an event that an employer pays levies that are due to the Council in terms of this Substantive Agreement, in any manner other than cash, and such levy contributions are dishonoured for any reason whatsoever, then in such an event, a penalty fee shall be imposed on the employer, the penalty fee shall be equal to 3.5%.

Any penalty fee plus the full amount originally due, shall be payable to the Council.

38.2 If it becomes necessary for the Council to institute legal action in a court of law for the recovery of any levies due but not paid after having been requested in any way whatsoever, then the debtor shall be liable for all legal expenses incurred by the Council in the means of recovering the levies due.

This includes attorney fees, an arbitrator, or a collections agency having been instructed by the Council to collect the levies.

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

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Signed at Johannesburg this 28<sup>th</sup> day of July 2025.

For THE GLASS INDUSTRY  
EMPLOYERS ASSOCIATION:



WITNESS FOR GIEA

On behalf of:



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

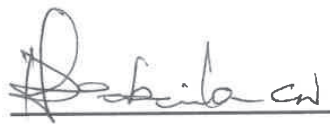
WITNESS FOR GIEA



Witness



General Industries Workers Union  
of South Africa



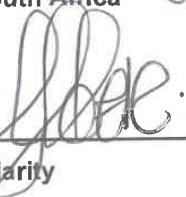
Witness



National Union of Metalworkers  
of South Africa



Witness



Solidarity



Witness

## ANNEXURE A

## SCHEDULE OF MINIMUM WAGES W.E.F. 1 JULY 2025 – 30 JUNE 2026

TABLE A – MINIMUM FOR ALL GIEA MEMBERS

Activities/Sub-Sectors	Current Hours of Work	Monthly Minima	Hourly Rate
<b>Manufacturing</b>	<b>42</b>	<b>8 789.91</b>	<b>52.32</b>
(Mass Production)	41	8 789.91	53.60
	40	8 789.91	54.94
<b>Distribution, Industrial, Minerals</b>	<b>42</b>	<b>8 789.91</b>	<b>52.32</b>
<b>Converters</b>	<b>41</b>	<b>8 789.91</b>	<b>53.60</b>
<b>Glassblowers, etc.</b>	<b>40</b>	<b>8 789.91</b>	<b>54.94</b>

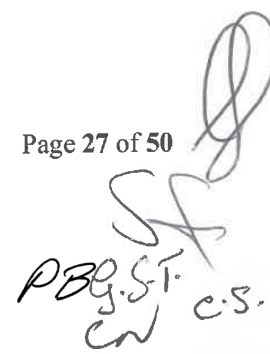
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Activities/Sub-Sectors	Current Hours of Work	Monthly Minima	Hourly Rate
<b>Manufacturing</b>	<b>42</b>	<b>9 273.35</b>	<b>55.20</b>
(Mass Production)	41	9 273.35	56.54
	40	9 273.35	57.96
<b>Distribution, Industrial, Minerals</b>	<b>42</b>	<b>9 273.35</b>	<b>55.20</b>
<b>Converters</b>	<b>41</b>	<b>9 273.35</b>	<b>56.54</b>
<b>Glassblowers, etc.</b>	<b>40</b>	<b>9 273.35</b>	<b>57.96</b>

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## ANNEXURE B

**NBCCI'S EXEMPTION POLICY AND PROCEDURE****EXEMPTIONS POLICY AND PROCEDURE****INTRODUCTION:**

1. The issue of exemptions is dealt with in Clause 16 of the Council's Constitution. It requires the establishment of a National Exemptions Committee and an Independent Appeals Committee.

The Constitution requires that the National Exemptions Committee and Independent Appeals Committee must determine its composition and powers and establish its own procedures and criteria to be considered in dealing with applications for exemption and for conducting its business.

Applications for exemption by both parties and non-parties must be made to the Council. Employers seeking exemption from the conditions of any collective agreement and/or any conditions agreed to previously through centralised bargaining between the parties should do so according to this procedure.

2. The procedures and criteria set out hereinafter shall apply to any party to a collective agreement as well as non-parties to whom any collective agreement concluded in the Council has been extended in terms of Section 32 of the LRA.

It is the stated view of the Council that all applications for exemption must be completed within 30 days from the date of the application for exemption and all appeals to the Independent Appeals Committee within 30 days from the date of the appeal.

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The Exemptions Committee or the Independent Appeals Committee may, in its sole discretion, extend the completion date of an application for an exemption or an appeal for an additional 30 days where circumstances require such extension.

## **PRE & POST COUNCIL PROCEDURE**

### **CONSULTATION**

- 1 Any application for exemption from any provision/s of a collective agreement concluded under the auspices of the Council must be preceded by consultations between the relevant employers and employees potentially affected by the exemption at which:
  - 1.1 The merits of the application and any impact that it will have on affected employees have been discussed and considered, and
  - 1.2 There has been full disclosure to each other of all information relevant to the consideration of the exemption application.
- 2 The following provisions will apply to consultations:
  - 2.1 Each employer must hold such consultations with the trade union representative(s) of the affected employees.
  - 2.2 If an employer reasonably believes that the affected employees are not trade union members, or where the relevant trade union representatives do not avail themselves for such consultations after a

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reasonable number of proven and recorded attempts by the employer, the employer must consult the affected employees themselves.

- 2.3 The affected employees, or groups of such employees, may act through a nominated representative that they have elected, amongst themselves, to represent them.

Once they have informed the employer of such a representative, the employer must, regarding such employees, consult such representative in preference to the trade union to which they belong.

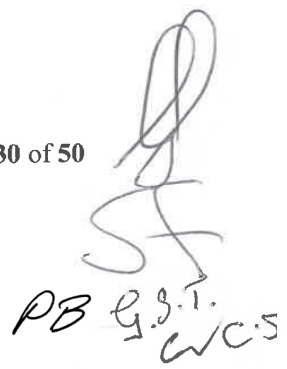
- 2.4 The above consultations may be facilitated by a member of the National Exemptions Committee with the proviso that all the parties involved in the consultation process consent to such facilitation. The member of the National Exemptions Committee who conducted the facilitation may not chair or be part of any panel appointed to arbitrate an application for exemption or an appeal that follows from his/her facilitation.

- 2.5 A request for facilitation must be made in writing on the Application for Exemption Form in the relevant section provided. ( See Annexure A )

- 3 The party seeking an exemption from the Council must, commencing at least immediately before the application is made to the Council, display a copy of the application in a conspicuous place in the workplace(s) where the affected employees normally report for service and ensure that it remains displayed until the exemption license has either been granted in terms of these procedures, the application has been withdrawn, or the application has been dismissed by the National Exemptions Committee.

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WC.S



- 4 Any application for exemption must be in writing and on the appropriate application form, which can be obtained from the Council.

#### **TIMELINES AND CONDONATION**

- 5 Any party who wishes to apply for an exemption in terms of this policy must do so within a reasonable time, not exceeding 60 days from the date that the original agreement was signed.
- 6 Where addendums to any collective agreements were signed, the application for an exemption must also be made within a reasonable time not exceeding 60 days from the date of signature of any addendum.
- 7 In the case of a non-party, the party who seeks to apply for an exemption must apply no later than 10 days from the date of the Government Gazette wherein the collective agreement was made applicable to non-parties.
10. Any party who does not comply with the above timelines must submit an application for condonation with its exemption application.

#### **INFORMATION TO BE DISCLOSED**

11. The evidence required will include:

11.1 All information as required in the attached questionnaire (Annexure A)

11.2 The relevant steps taken by the employer to comply with the agreement(s) that it now seeks to be exempted from before making a decision to apply for an exemption.

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C.S. G.S.I.

12. In considering an application for exemption, the National Exemptions Committee shall take into account all relevant factors, including those detailed herein.

13. Other criteria that the National Exemptions Committee will consider may include:

13.1 The past records (if applicable) of compliance by the applying party with the provisions of the Council's Collective Agreements and Exemptions Certificates;

13.2 Any special circumstances which might exist;

13.3 Any precedent that might be set by granting/not granting the application;

13.4 The interest of the industry as regards:

- (i) Unfair competition;
- (ii) Collective Bargaining;
- (iii) Potential labour unrest;
- (iii) Increased employment/unemployment;
- (v) Any other aspect that the National Exemptions Committee deems relevant and after having invited the parties' representations thereon.

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### 13.5 The interest of employees as regards;

- (i) Exploitation;
- (ii) Job Preservation;
- (iii) Conditions of employment;
- (iv) Possible financial benefits;
- (v) Health and safety;
- (vi) Infringements of basic rights;
- (vii) Any other aspect that the National Exemptions Committee deems relevant after having invited the parties' representations.

### 13.6 The interest of the employer as regards;

- Financial stability;
- Impact on productivity;
- Future relationship with employees' trade unions;
- Operational Requirements;
- The SMME Status will be considered in line with Annexure C

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- Any other aspect that the National Exemptions Committee deems relevant after inviting the comments of all interested parties.

14. All applications considered by the National Exemptions Committee will only be based on the written submissions, accompanying supporting documents and arguments presented by the party seeking the exemption and the written submissions, supporting documents and arguments of the parties opposing the exemption application.


The application will be considered and determined in a manner that is fair and transparent. The following times will apply in respect of an application for an exemption:

- 14.1 Any party seeking to oppose the application for exemption must, within 10 days from the date of the exemption application, file their respective responses to the General Secretary of the Council;
- 14.2 The party that has applied for the exemption may reply to the opposing representations within 5 days from receipt of the opposing statements;
- 14.3 The parties may thereafter submit their written arguments to the General Secretary, who will determine a date for the arbitration.
15. Any exemption granted to a party by the National Exemptions Committee (with the exception of the application made by the Company for the SMME status) shall only be in force for a period of one year or for a shorter period as determined by the National Exemptions Committee.

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Upon the expiry of the exemption certificate, the employer must implement and uphold the collective agreement from which it received an exemption on the terms and conditions in force at the time of the expiry of the exemption certificate.

16. The National Exemptions Committee may, in its sole discretion and in exceptional circumstances, call for the hearing of oral and additional evidence where such evidence is deemed essential to assist it in determining the application.
17. The National Exemptions Committee shall submit its written findings, with brief reasons, to the General Secretary for transmission to the parties involved.
18. Once the General Secretary has received the decision of the National Exemptions Committee in terms of this procedure, s/he shall:
  - 18.1 Issue an exemption certificate or vary a certificate already issued or
  - 18.2 Transmit any other decision of the National Exemptions Committee to the parties to the exemptions dispute as directed by the National Exemptions Committee.
  - 18.3 The National Exemptions Committee must make its decision within 14 days of having concluded the matter unless permission is granted by the General Secretary for a longer period. In such a case, the affected parties must be notified.

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### **HOW TO FILE AN APPLICATION FOR EXEMPTION WITH THE COUNCIL**

19. All applications must be submitted in writing to the General Secretary.
20. Any employer seeking an exemption must apply to the Council. Copies of the application must be served on all trade unions in the industry whose members may potentially be affected by the application. All applications must be signed by an authorized company representative.
21. The application must specify the provisions of the collective agreement in respect of which the exemption is sought and the reasons why it is sought. Details of the employees in respect of whom the exemption is sought, either by name or by way of a clear description of the category of employees and an introduction of how many employees fall within that category.

### **INDEPENDENT APPEALS COMMITTEE**

22. In terms of Section 32(3)(e) of the LRA, the Council hereby establishes an independent body, to be known as the Independent Appeals Committee, to consider appeals from parties and non-parties against a decision by the National Exemptions Committee of a party's or non-party's application for exemption from the provisions of a published collective agreement.
23. The Independent Appeals Committee shall consist of such members as the Council determines, with the understanding that the Council may, at its discretion, appoint a single member to chair specific appeals. The Independent Appeals Committee may also co-opt an auditor, who shall only serve in an advisory capacity, where necessary, to assist with financial matters.

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C.S.  
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24. The following provisions shall apply to the Independent Appeals Committee:

24.1 Any party or non-party may lodge an appeal with the Independent Appeals Committee against the decision of the Exemptions Committee to refuse to grant an application for an exemption from the provisions of a published collective agreement in which event the following procedure shall apply:

24.2 An appeal shall be in writing and shall be addressed to the General Secretary of the Council for consideration by the Independent Appeals Committee. All appeals will be considered on the written application, the written submissions and arguments of those who seek the exemption as well as those who oppose it. The independent Appeals Committee may deal with an appeal in any manner that it deems prudent, provided that it acts in a manner that is fair and transparent.

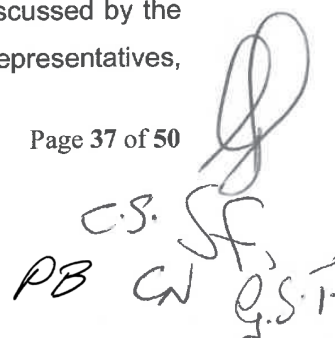
24.3 All appeals lodged by parties or non-parties shall be considered by the Independent Appeals Committee with due regard to the Appeal criteria set out in Clause 16 of the Council's constitution as well as the factors detailed below.

24.4 All appeals to the Independent Committee shall be fully substantiated or motivated in writing by the applicant and shall include the following details:

- (i) The period for which the exemption is required;
- (ii) The Agreement and clauses or sub-clauses of the Agreement from which exemption is required;
- (iii) Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives,

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and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.

25. The Independent Appeals Committee may, having regard to the individual merits of each appeal, grant or refuse the appeal if -

25.1 It does not undermine the Agreement;

25.2 It is fair to the employer or his employees and other employers and employees in the Industry.

26. The Independent Appeals Committee shall deal with all appeals within 30 days of the date on which the appeal was submitted. The Independent Appeals Committee may, however, defer a decision to a following meeting if additional motivation, substantiation or information is considered necessary to make a decision on the appeal.

27. Once the Independent Appeals Committee has granted an exemption, the Council must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.

28. When the Independent Appeals Committee dismisses an appeal or a part of an appeal for exemption, it shall advise the applicant(s) within 14 days of the date of such decision.

### **EXEMPTION CRITERIA**

29. The Independent Appeals Committee must consider, apart from the factors referred to in Clause 16 of the Council's Constitution, all appeals with reference, amongst others, to the following criteria:

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- 29.1 The written substantiation and motivation submitted by the applicant;
- 29.2 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;
- 29.3 The scope of exemption required;
- 29.4 The infringement of basic conditions of employment rights;
- 29.5 Consider whether a competitive advantage is not created by the exemption;
- 29.6 the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible bona fide benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
- 29.7 The extent to which the proposed exemption undermines collective bargaining and labour peace in the Industry;
- 29.8 Any existing special economic or other circumstances which warrant the granting of the exemption;
- 29.9 The recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy;
- 29.10 Any recommendation from the Council; and

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- 29.11 Any other matter that the Independent Appeals Committee deems prudent after having invited the comments of the parties involved in the dispute.

## **QUESTIONNAIRE: ANNEXURE A**

### **PART 1 – COMPANY DETAILS**

1. The following is required:


- (i) The name of the company applying for exemption;
- (ii) The Industry Sector;
- (iii) The address of the Company. Provide all details if more than one establishment/workplace is affected by the exemption application;
- (iv) Contact Person (Provide Contact Details);
- (v) Name of Employer Organisation (Provide Contact Details).

### **PART 2 – LABOUR DETAILS**

- (i) The company's total headcount;
- (ii) The total number of employees affected by the exemption application. Provide details of employment categories, union affiliation and numbers;

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- (iii) Names of Trade Unions with affected employees as members. Provide contact names and contact details specifying designation, i.e. trade union official or trade union representative;
- (iv) Nominated representatives in respect of non-unionised affected employees. Provide contact names and contact details and the job categories the nominated representatives are representing.

### **PART 3 – EXEMPTION DETAILS**

- (i) What is the exemption being applied for? Provide details of all clauses of the collective agreement in question from which exemption is sought.
- (ii) Has the Company, in the past 12 months, applied for exemption? If yes, provide details and the outcome.
- (iii) Has the Company, in the past 12 months, instituted short time, lay off and/or retrenchment? If yes, provide details, including dates and numbers of employees affected.
- (iv) What are the estimated savings to the Company if this application for exemption was granted? Quantify the savings anticipated by the Company.
- (v) What is the proposed duration of the exemption if granted? Specify whether the application is for a permanent exemption from a particular requirement of the collective agreement in question or is an application to defer implementation to a later date and, if so, specify the date.

### **PART 4 – FINANCIAL INFORMATION**

- 2. A party seeking an exemption must attach the most recent audited financial statements for the financial year prior to the date of the application, together

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with management accounts (income statements) for at least six months immediately prior to the date of the application.

In respect of exemption applications in respect of parts of a Group where audited financial statements do not reflect the financial circumstances of the establishment/workplace in question and/or where inter-company trading takes place at a substantial level, additional relevant information should be included.

3. The Council may, at its discretion, call on the party seeking the exemption to provide such other information to the Council where the Council deems such information relevant for purposes of determining the merits of the application.

#### **PART 5 – MOTIVATION**

4. The party seeking an exemption must attach a detailed explanation of the difficulties being faced, including additional financial information where necessary to provide proof of the circumstances that motivated the exemption. Included therein must be an explanation of all alternatives the employer has pursued in making savings prior to this application and documentary evidence, where necessary, of the employer's policy in respect of dividends to shareholders and remuneration in respect of employees not subject to the collective agreement in question.

#### **PART 6 – CONSULTATION**

5. Attach documentary evidence that will prove that all interested parties have been served with a copy of the exemption application together with relevant

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attachments and that all interested parties have been invited to consult in accordance with the Council's Exemption Procedure.

A record of such consultation plus its outcomes must be annexed to the application for exemption and must be countersigned by the parties to the consultation for purposes of authenticity.

The refusal of any party to a consultation to countersign such record will not render any application flowing from such consultation improper, nor will it prevent the Council's structures to determine the matter.

6. Specify whether or not the company requests the Council to appoint a Facilitator to assist the parties with the required consultative process.

## **ANNEXURE B**

### **COMPOSITION AND ACTIVITIES: NATIONAL EXEMPTIONS COMMITTEE/INDEPENDENT APPEALS COMMITTEE**

#### **PURPOSE**

1. The purpose of this document is to detail the procedures governing the National Exemptions Committee/Independent Appeals Committee, as established and governed by Clause 16 of the Council's Constitution, and to ensure that they operate in an orderly and transparent manner.

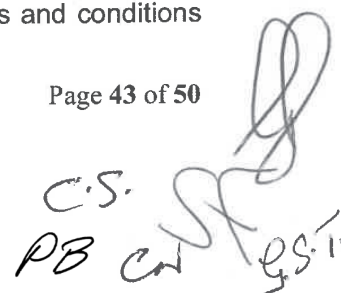
#### **COMPOSITION OF THE EXEMPTIONS COMMITTEE/APPEALS COMMITTEE**

2. The Council must appoint the members of the National Exemptions Committee/Independent Appeals Committee on such terms and conditions

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as it deems fit. It will be within the sole discretion of the Council to appoint any number of members to chair applications for each exemption application/appeal. The appointment of a single member is sufficient to constitute a National Exemptions Committee/Independent Appeals Committee.

3. The National Exemptions Committee/Independent Appeals Committee must co-opt any suitably qualified auditor/accountant to advise it on financial matters. The person so co-opted will not have any decision-making power.
4. The National Exemptions Committee/Independent Appeal Committee members hold office until either:
  - 4.1 They resign on three months' notice to the Council, or
  - 4.2 The Council resolves to terminate their membership of the entity that they serve on.
5. Members appointed to the Exemptions Committee/Appeals Committee must:
  - 5.1 Be independent, impartial and perform the functions of the office in good faith, and
  - 5.2 Recuse themselves from any matter if they have any conflict of interest in either the subject matter of the exemption application or in respect of the parties involved in the dispute.
6. Should any member of a National Exemptions Committee/Independent Appeals Committee become unable to continue with any process, for whatever reason, any proceedings held up to that stage shall be suspended until it is determined whether or not that member is able to continue with the

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proceedings or not. If that member is unable to continue, whatever the reason, the proceedings will be adjourned, and a new panel will be constituted. In such a case, the matter will commence afresh in front of the newly constituted panel. With the consent of the newly constituted panel, the parties may agree on how to present the evidence that was presented in the suspended proceedings.

#### **DECISIONS OF THE EXEMPTIONS COMMITTEE/APPEALS COMMITTEE**

7. A decision agreed upon and confirmed in writing by the majority of the National Exemptions Committee/Independent Appeals Committee, where applicable, is a decision of the Committee.
8. Proceedings of the meetings of the National Exemptions Committee/Independent Appeals Committee shall be recorded and, where necessary, minuted by the Council secretariat. Parties may keep their own recordings.
9. The Independent Appeals Committee shall have the powers to:
  - 9.1 Grant a full or partial exemption or reject an application for exemption; and
  - 9.2 Approve interim orders in circumstances where this will not affect the final outcome.

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**MEETINGS OF THE NATIONAL EXEMPTIONS COMMITTEE/INDEPENDENT APPEALS COMMITTEE**

10. The Independent Exemptions Committee/Independent Appeals Committee must meet when requested to do so by the Council.
11. If a meeting of the National Exemptions Committee/Independent Appeals Committee does not finalise an application for exemption or an appeal, as the case may be, the meeting may be rescheduled for continuance at a date and time to be agreed upon by the National Exemptions Committee/Independent Appeals Committee.

**FINDING AND REASONS FOR DECISION**

12. Within two weeks of a meeting of the National Exemptions Committee/Independent Appeals Committee where an exemption application/appeal has been considered, the National Exemptions Committee/Independent Appeals Committee must provide the Council with a written decision and brief reasons for the decision.
13. The Council must circulate the National Exemptions Committee's/Independent Appeals Committee's decision and reasons to all interested parties

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**ANNEXURE C****CRITERIA FOR SMALL BUSINESS EXEMPTIONS POLICY**

14. Exemptions in this category will be granted for a period not exceeding 3 years.

Exemptions shall be in respect of the wage increase or in respect of specified clauses of the agreement.

15. The Council will consider applications on merit, guided by current South African legal guidelines on the definition of SMME'S and the application of these definitions amongst different sectors, taking into account one or more of the following factors:-

15.1 That the business is not the subsidiary of another company;

15.2 Its employment numbers keep it within the definition of an SMME'S, within the bargaining unit, in terms of the legal framework of the definition of an SMME'S;

15.3 It is able to show that such an exemption will enable it to retain existing jobs or create additional jobs in the firm. This particular factor must be covered in the motivation;

15.4 The financial situation of the company.

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**PROCEDURE TO BE FOLLOWED TO CONSIDER THE APPLICATION**

16. Application for Exemptions by SMME'S will be filed by the Company within 10 days of the Company having been declared an SMME.
17. The application will be considered by the SMME Advisory Panel within 10 days from the date on which the application was filed with the Council.
18. The SMME Advisory Panel shall issue the outcome within 7 days from the date of the sitting.

**FACTS TO BE CONSIDERED IN DETERMINING THE APPLICATION**

19. The Company making the Application must comply with Annexure A.

**COMPOSITION OF THE EXEMPTIONS COMMITTEE FOR SMALL BUSINESS APPLICATIONS**

20. Application for Exemptions by SMME shall be considered by the SMME Advisory Panel comprising an equal number of representatives (two per side) from the Employers and Trade Unions and an Accountant/External Auditor.
21. The General Secretary shall chair the Advisory Panel. In the event the chairperson is not available, then the Committee will elect someone amongst themselves to chair that specific sitting.

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**PHASE IN EXEMPTIONS**

22. The Council shall, in recognizing the financial constraints faced by SMMEs, grant the SMME a phased-in period of up to 3 years for compliance with the minimum Bargaining Council regulations.
23. SMME'Ss shall use this time to adjust their operations and finances gradually, minimizing disruptions and mitigating financial risks.
24. Application for phase-in exemptions must be accompanied by completion of the standard application for exemption questionnaire and shall be dealt with after giving consideration to the following:-
- clear evidence of financial difficulties, including
- 24.1.1 The latest Audited Financial statements and/or management accounts;
- 24.1.2 Explanation of the difficulties faced;
- 24.1.3 Company motivation, business plan and phase-in plan indicating how parity will be achieved.
25. No Company that has agreed to adopt the phase-in program on a voluntary basis may retrench any worker as a direct result of a phasing-in period of the new wage structure unless such retrenchment is on a voluntary basis or unless there are exceptional circumstances beyond the Employer's control.

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**AMENDMENT OF THIS POLICY**

The amendment of this policy shall be made as and when the need arises, taking into consideration the developments in the law. The amendments will not be binding until such time that they are approved by the Executive Committee and ratified by the Full Council, having gone through the relevant institutional structures.

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