Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11770** *Regulasiekoerant*

Vol. 713 **29 November November 2024** **No. 51663**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works* (*GPW*).

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*'. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as **@gpw.gov.za**

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at **www.gpwonline.co.za**
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: **Annamarie.DuToit@gpw.gov.za**

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: **Bonakele.Mbhele@gpw.gov.za**

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: **Daniel.Legoabe@gpw.gov.za**

Closing times for **ORDINARY WEEKLY** *REGULATION GAZETTE* 2024

*The closing time is **15:00** sharp on the following days:*

- **28 December 2023,** Thursday for the issue of Friday **05 January 2024**
- **05 January,** Friday for the issue of Friday **12 January 2024**
- **12 January,** Friday for the issue of Friday **19 January 2024**
- **19 January,** Friday for the issue of Friday **26 January 2024**
- **26 January,** Friday for the issue of Friday **02 February 2024**
- **02 February,** Friday for the issue of Friday **09 February 2024**
- **09 February,** Friday for the issue of Friday **16 February 2024**
- **16 February,** Friday for the issue of Friday **23 February 2024**
- **23 February,** Friday for the issue of Friday **01 March 2024**
- **01 March,** Friday for the issue of Friday **08 March 2024**
- **08 March,** Friday for the issue of Friday **15 March 2024**
- **14 March,** Thursday for the issue of Friday **22 March 2024**
- **20 March,** Wednesday for the issue of Thursday **28 March 2024**
- **27 March,** Wednesday for the issue of Friday **05 April 2024**
- **05 April,** Friday for the issue of Friday **12 April 2024**
- **12 April,** Friday for the issue of Friday **19 April 2024**
- **19 April,** Friday for the issue of Friday **26 April 2024**
- **25 April,** Thursday for the issue of Friday **03 May 2024**
- **03 May,** Friday for the issue of Friday **10 May 2024**
- **10 May,** Friday for the issue of Friday **17 May 2024**
- **17 May,** Friday for the issue of Friday **24 May 2024**
- **24 May,** Friday for the issue of Friday **31 May 2024**
- **31 May ,** Friday for the issue of Friday **07 June 2024**
- **07 June,** Friday for the issue of Friday **14 June 2024**
- **13 June,** Thursday for the issue of Friday **21 June 2024**
- **21 June,** Friday for the issue of Friday **28 June 2024**
- **28 June,** Friday for the issue of Friday **05 July 2024**
- **05 July,** Friday for the issue of Friday **12 July 2024**
- **12 July,** Friday for the issue of Friday **19 July 2024**
- **19 July,** Friday for the issue of Friday **26 July 2024**
- **26 July,** Friday for the issue of Friday **02 August 2024**
- **01 August,** Thursday for the issue of Thursday **08 August 2024**
- **08 August,** Thursday for the issue of Friday **16 August 2024**
- **16 August,** Friday for the issue of Friday **23 August 2024**
- **23 August,** Friday for the issue of Friday **30 August 2024**
- **30 August,** Friday for the issue of Friday **06 September 2024**
- **06 September,** Friday for the issue of Friday **13 September 2024**
- **13 September,** Friday for the issue of Friday **20 September 2024**
- **19 September,** Thursday for the issue of Friday **27 September 2024**
- **27 September,** Friday for the issue of Friday **04 October 2024**
- **04 October,** Friday for the issue of Friday **11 October 2024**
- **11 October,** Friday for the issue of Friday **18 October 2024**
- **18 October,** Friday for the issue of Friday **25 October 2024**
- **25 October,** Friday for the issue of Friday **01 November 2024**
- **01 November,** Friday for the issue of Friday **08 November 2024**
- **08 November,** Friday for the issue of Friday **15 November 2024**
- **15 November,** Friday for the issue of Friday **22 November 2024**
- **22 November,** Friday for the issue of Friday **29 November 2024**
- **29 November,** Friday for the issue of Friday **06 December 2024**
- **06 December,** Friday for the issue of Friday **13 December 2024**
- **12 December,** Thursday for the issue of Friday **20 December 2024**
- **18 December,** Wednesday for the issue of Friday **27 December 2024**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	**Page Space**	**New Price (R)**
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at R**3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works** (**GPW**) has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe* Forms. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

Closing Times for Acceptance of Notices

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

   All re-submissions will be subject to the standard cut-off times.
   All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
Extraordinary Gazettes	As required	Any day of the week	*Before 10h00 on publication date*	*Before 10h00 on publication date*
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days **after** submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.

5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat* / *Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.

6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.

7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.

8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.

   8.1. Each of the following documents must be attached to the email as a separate attachment:

      8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.

         8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form

         8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.

      8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. *(Please see Quotation section below for further details)*

      8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order**. Non-Government Printing Works** account customer needs to submit the proof of payment for the notice

      8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. *(Please see the Copy Section below, for the specifications)*.

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.

10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE.**

11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.

12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.

    13.1. ***Take note:*** **GPW**'s annual tariff increase takes place on ***1 April*** therefore any quotations issued, accepted and submitted for publication up to ***31 March*** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.

14. Each quotation has a unique number.

15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.

    15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.

    15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.

16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS**:

    16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.

    16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.

        16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).

17. **APPLICABLE ONLY TO CASH CUSTOMERS:**

    17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.

18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).

19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.

    19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:

24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.

24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.

24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.

24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

APPROVAL OF NOTICES

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—

27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.
GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.
Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.

30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.

32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.

33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.

34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.

35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.

36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.

37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

Proof of publication

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.

39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:	**Postal Address:**	**GPW Banking Details:**
Government Printing Works	Private Bag X85	**Bank:** ABSA Bosman Street
149 Bosman Street	Pretoria	**Account No.:** 405 7114 016
Pretoria	0001	**Branch Code:** 632-005

For Gazette and Notice submissions: Gazette Submissions:	**E-mail:** submit.egazette@gpw.gov.za
For queries and quotations, contact: Gazette Contact Centre:	**E-mail:** info.egazette@gpw.gov.za
	Tel: 012-748 6200
Contact person for subscribers: Mrs M. Toka:	**E-mail:** subscriptions@gpw.gov.za
	Tel: 012-748-6066 / 6060 / 6058
	Fax: 012-323-9574

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 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 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.

NPM

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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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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 if 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 TRANSISION 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 bonusses 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.

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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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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 inquires 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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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.

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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

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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.

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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

1. 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)**
2. 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

1. 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)**

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	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

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 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)**

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 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	
AssistantMarine 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 26/07/ 2024

ZOLANI MBANTWA

DULY AUTHORISED THERETO FOR AND ON BEHALF OF FAWU

SIGNATURE:

WITNESS: .....

WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS ..... DAY OF 26/07/ 2024

Sizwe Nojekwa

DULY AUTHORISED THERETO FOR AND ON BEHALF OF SAFIEO

SIGNATURE:

WITNESS: .....

WITNESS: .....

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

SIGNED AND AGREED TO IN CAPE TOWN ON THIS ..... DAY OF 26/07/ 2024

VICTORIA HANMER

DULY AUTHORISED THERETO FOR AND ON BEHALF OF THE BARGAINING COUNCIL

GENERAL SECRETARY

WITNESS: .....

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5595 **29 November 2024**

LABOUR RELATIONS ACT, 1995

INVITATION TO MAKE REPRESENTATIONS

NOTICE IN TERMS OF SECTION 32(2) READ WITH SECTION 32(5)(c) OF THE LABOUR RELATIONS ACT, 1995: BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY ('BCCE): EXTENSION TO NON-PARTIES OF THE CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT

1. I, **Ms NOMAKHOSAZANA METH,** Minister of Employment and Labour, do hereby in terms of section 32(2) read with section 32(5)(c) of the Labour Relations Act, 1995, publish a notice inviting representations from the public in response to the application by the **Bargaining Council for the Civil Engineering Industry's** extension to non-parties of its Conditions of Employment Collective Agreement which was submitted to the Department of Employment and Labour on **23 September 2024.**
2. Representations must reach the Department of Employment and Labour not later than 21 days from the date of publication of this Notice.
3. A copy of this application may be inspected or obtained c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, **PRETORIA.**
4. Representations and/or enquiries regarding copies of the application should be submitted to the following addresses:

Post or Fax:

Department of Employment and Labour

Directorate: Collective Bargaining

Attention: Ms. SK Mahlangu / Mr. J Makgoba

Postal Address: Private Bag X117

PRETORIA, 0001

Hand Deliveries:

Department of Employment

and Labour

Laboria House

Room 123/130

215 Francis Baard Street

PRETORIA

E-mail: Jacob.makgoba@labour.gov.za/ Sellinah.Mahlangu@labour.gov.za

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 22 November 2024

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5596 **29 November 2024**

LABOUR RELATIONS ACT, 1995

INVITATION TO MAKE REPRESENTATIONS

NOTICE IN TERMS OF SECTION 32(2) READ WITH SECTION 32(5)(c) OF THE LABOUR RELATIONS ACT, 1995: BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION TO NON-PARTIES OF THE WAGE AND TASK GRADE COLLECTIVE AGREEMENT

1. I, Ms NOMAKHOSAZANA METH, Minister of Employment and Labour, do hereby in terms of section 32(2) read with section 32(5)(c) of the Labour Relations Act, 1995, publish a notice inviting representations from the public in response to the application by the **Bargaining Council for the Civil Engineering Industry's** extension to non-parties of its Wage and Task Grade Collective Agreement which was submitted to the Department of Employment and Labour on **23 September 2024.**
2. Representations must reach the Department of Employment and Labour not later than 21 days from the date of publication of this Notice.
3. A copy of this application may be inspected or obtained c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, **PRETORIA.**
4. Representations and/or enquiries regarding copies of the application should be submitted to the following addresses:

Post or Fax:

Department of Employment and Labour

Directorate: Collective Bargaining

Attention: Ms. SK Mahlangu / Mr. J Makgoba

Postal Address: Private Bag X117

PRETORIA, 0001

Hand Deliveries:

Department of Employment

and Labour

Laboria House

Room 123/130

215 Francis Baard Street

PRETORIA

E-mail: Jacob.makgoba@labour.gov.za/ Sellinah.Mahlangu@labour.gov.za

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 22 November 2024

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