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GOVERNMENT NOTICE GOEWERMENSKENNISGEWING

DEPARTMENT OF LABOUR

No. R. 1152**24 November 2006**

LABOUR RELATIONS ACT, 1995

CORRECTION NOTICE

THE NATIONAL BARGAINING COUNCIL FOR THE WOOD AND PAPER SECTOR: COLLECTIVE AGREEMENT ON DISPUTE RESOLUTION LEVY AND REGISTRATION OF EMPLOYERS IN THE WOOD AND PAPER SECTOR

The following corrections to *Government Notice* No. R. 687 appearing in *Government Gazette* No. 29034 of 21 July 2006, are hereby published for general information:

Substitute the Schedule to the English notice with the following Schedule:

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE WOOD AND PAPER SECTOR****COLLECTIVE AGREEMENT ON DISPUTE RESOLUTION LEVY AND REGISTRATION OF EMPLOYERS IN THE WOOD AND PAPER SECTOR**

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

Employers' Association for the Fibre and Particle Board Industry**Employers' Association for the Pulp and Paper Industry****Employers' Association for the Sawmilling Industry****National Tissue and Allied Product Employers' Association**

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

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)**United Association of South Africa (UASA)****Solidariteit**

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

being the parties to the National Bargaining Council for the Wood and Paper Sector.

1. SCOPE OF APPLICATION OF THIS AGREEMENT

1.1 The terms of this Agreement shall be observed in the Wood and Paper Sector throughout the Republic of South Africa and shall bind, with effect from the date referred to in clause 2 below—

- (a) the employers' organisations who are party to the National Bargaining Council for the Wood and Paper Sector and their members throughout the Republic of South Africa; and
- (b) the trade unions who are party to the National Bargaining Council for the Wood and Paper Sector and their members throughout the Republic of South Africa.

1.2 Clauses 1.1 (a), 1.1 (b) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date of signature hereof and, in respect of employers and employees to whom its provision may be extended, on a date to be fixed by the Minister of Labour in terms of section 32 of the Act and shall remain in force until 17 March 2011.

3. INTERPRETATION

3.1 Any reference to the singular shall include the plural, and vice versa.

3.2 Any reference to natural persons shall include legal persons (incorporated or unincorporated) and any reference to the masculine gender shall include the feminine, and vice versa.

3.3 Any expressions used in this Agreement which are defined in the Act shall have the same meaning as in the Act and any reference to the Act shall include any amendments to the Act.

3.4 In this Agreement any word or expression to which a meaning has been assigned in the Basic Conditions of Employment Act, 1997, shall have the meaning so assigned, unless the context indicates otherwise.

4. DEFINITIONS

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following terms shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings—

“**Act**” means the Labour Relations Act, 1995 (Act No. 66 of 1995);

“**Agreement**” includes Council Collective Agreement No. 6.1.1 of 2005;

“**application for exemption**” means an application for exemption from any provisions of this Agreement;

“**BCEA**” means the Basic Conditions of Employment Act, No. 75 of 1997;

“**business entity**” means a business premises or part thereof, on or in connection with which one or more employees are employed in the Wood and Paper Sector;

“**Chamber Exemption Committees**” means the committees established by the Council in terms of clause 8 of the constitution, which shall have delegated powers to deal with exemption applications in terms of clause 10 of this Agreement on behalf of the Council;

“**Commission**” means the Commission for Conciliation, Mediation and Arbitration established in terms of section 112 of the Act;

“**constitution**” means the constitution of the Council;

“**Council**” or “**Bargaining Council**” means the National Bargaining Council for the Wood and Paper Sector registered in terms of section 29 of the Act;

“**day**” means—

- (i) a calendar day; and
- (ii) the first day of any period shall be excluded and the last day is included; and
- (iii) the last day of any period shall be excluded if it falls on a Saturday, a Sunday, a public holiday or any other day on which the Council's offices are officially closed.

“**establishment**” means any business premises or part thereof, on or in connection with which one or more employees are employed in the Wood and Paper Sector;

“**General Secretary**” means the Secretary of the Council appointed in terms of the constitution;

“**National Exemptions Committee**” means the National Exemption Appeals Committee appointed in terms of clause 16 of the constitution as amended by Council collective agreements 7.1.1 and 7.2, and/or an Independent Body as set out in section 32 of the Act;

“**notice**” including any reference to “notify”, “notified”, “property notified”, “serve” or “served” means written notice by means of effecting personal notice on the party concerned, posting a registered letter containing the notice to the office of the party concerned, or telefaxing the notice to the office of the party concerned: Provided that the telefax receipt shows that the notice has been transmitted to the address;

“**objector**” means any person or organisation that indicated to the General Secretary that he opposes an application for exemption in terms of this Agreement;

“**parties to the exemption dispute**” means the applicant for exemption and any objectors, whether organisations and/or individuals, and “**party**” has a corresponding meaning;

“**Wood and Paper Sector**” or “**Sector**” means, without in any way limiting the ordinary meaning of the expression, the sector in which employers and their employees are associated within the following categories:

1. Fibre and Particle Board which includes the manufacture of wood and bagasse-based fibreboard and particleboard panels in both raw and upgraded form, including the upgrading of such product by the application of the same and/or other material, and includes incidental activities;
2. Sawmilling Industry which includes (a) the processing of timber or logs to lumber, beams, planks, baulks, sleepers, wedges or other standard forms by removing the bark, splitting, cutting up, sawing, drying, planing or converting such timber or logs in any other manner and includes the treatment of any of the said articles by heat or chemicals where such treatment is carried on in conjunction with any of the aforesaid activities, and includes incidental activities;
 - (b) the manufacture of wood-wool, boxes, shooks, mine supports, trays, crates or other articles of which wood constitutes the main component, and includes incidental activities;
 - (c) but excludes the following activities where such activities do not take place together with any other activities mentioned in (a):
 - (d) (i) joinery;
 - (e) (ii) the manufacture of wagons, carts and boats;
 - (f) (iii) the manufacture of coffins;
 - (g) (iv) the manufacture of plywood, veneers, veneered boards, laminated boards, block boards, chip boards or any similar products of which wood forms the main component;
 - (h) (v) the manufacture of containers or components of containers are that are intended or used for the packing or marketing or agricultural products; and

- (i) (vi) sawmilling as defined in (a) above is not included in the scope of this Bargaining Council when it is carried out in an establishment, the principal activity of which is the manufacture of wooden furniture and in which the lumber, planks, etc. produced from their own sawmilling activity are processed further into furniture.
3. Pulp and Paper which includes the manufacture of pulp, paper, dissolving pulp and paper board, and includes incidental activities;
4. Tissue and Allied Products which includes the production or conversion and distribution of tissue, absorbent, infant and adult and feminine care products of any nature whatsoever, including the work encompassed in designated trades, together with the occupations and operations incidental thereto, whether or not the said trades, occupations and/or operations are carried out separately or collectively, and includes incidental activities.

5. OBJECTIVES

The objectives of this Agreement are:

- (a) to provide, by way of a dispute resolution levy, the funds required by the Council to carry out its dispute resolution functions under its constitution and the Act and other legislation;
- (b) to provide a procedure for employers to apply for an exemption from paying the levy referred to in clauses 5 (a), 6.1 and 6.2;
- (c) to provide for the compulsory registration of employers who fall within the registered scope of the Council;
- (d) to provide for the enforcement of this Agreement;
- (e) to provide a procedure for the resolution of any dispute arising from the application, enforcement or interpretation of this Agreement.

6. DISPUTE RESOLUTION LEVY

6.1 Every employer shall deduct R3,00 per month from the earnings of each of that employer's employees.

6.2 The employer shall add an equal amount (R3,00) to the amount referred to in 6.1 above and shall forward the total amount to the Council on or before the 7th day of the month following the month in which the deductions were made. This payment shall be accompanied by a schedule stating the date of the deduction, the name of the employees in respect of whom deductions were made, the total amounts deducted, the amount contributed by the employer and the total amount paid over to the Council.

6.3 Where an employee is on leave, whether on full pay or not, both the employee's own and the employer's contributions shall be continued for the period of such leave.

6.4 Whenever an employer pays any sum of money due to the Council in terms of 6.1 and 6.2 above in any manner other than in cash and such payment is not honoured for any reason whatsoever then, for the purposes of section 33A (9) of the Act, it shall be deemed that the employer has not paid the amount and interest shall be payable as provided in section 33A (9) of the Act, read with this clause.

6.5 Should any amount due in terms of this clause not be received by the Council on or by the 7th day of the following month, the employer shall forthwith be liable for and be required to pay interest on such amount as remains unpaid at an interest rate charged in terms of section 33A (9) of the Act, calculated from the 1st day of the month in which the payment is due until the day upon which payment is actually received by the Council.

6.6 An employer who is charged interest in terms of section 33A (9) of the Act regarding that portion of the amount that the employer is entitled to deduct from an employee's earnings in terms of 6.1 above, shall not deduct that interest from the employee's wages and earnings.

6.7 Any interest due to the Council in terms of section 33A (9) of the Act shall be payable on demand and unpaid interest shall itself accrue interest on a monthly basis.

6.8 In exceptional cases the Council may decide in its absolute discretion to waive payment of such interest or part thereof.

6.9 In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer, first in satisfaction of such costs, collection commission and interest, and thereafter in deduction of the overdue capital amount.

7. COMPULSORY REGISTRATION OF EMPLOYERS

7.1 Every employer, unless that employer has already done so, shall in respect of each place at which the employer carries on business involving an activity falling within the registered scope of the Council complete a statement in the form of "Annexure A" to this Agreement and lodge such statement with the General Secretary, not later than 30 days after the date on which this Agreement becomes binding in the case of any place of business which is operating at that date, or of the commencement of business at any such place.

7.2 If any change occurs in the contact details of an employer's business, that employer shall, within one month after such change, notify the General Secretary of such change.

8. AGENTS

8.1 The Council shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this Agreement. These agents shall be appointed by the Minister of Labour in terms of section 33 (1) of the Act.

8.2 It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and to examine such documents, books, salary/wage advice, pay envelopes and pay tickets and to question such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being complied with.

8.3 The General Secretary may at any time require a designated agent to monitor compliance with the provisions of this Agreement.

9. ENFORCEMENT AND DISPUTE RESOLUTION

9.1 Any person may lodge a complaint or refer to a dispute about the interpretation, application or enforcement of this Agreement with the General Secretary or other designated official of the Council for resolution in terms of this Agreement.

9.2 The General Secretary may require a designated agent to investigate the complaint or dispute.

9.3 Such designated agent shall perform the functions and have the powers set out in the Act, including those set out in section 33 and 33A and Schedule 10 of the Act. It is specifically recorded that such designated agent shall have the power to issue compliance orders.

9.4 The Council shall take all reasonable steps necessary to ensure compliance with this Agreement. This may be done through its own investigations or through any other source. If it appears that the provisions of this Agreement may have been breached, then the following procedures shall apply to enforce compliance:

- (a) The General Secretary or other designated official of the Council shall appoint a designated agent to investigate the alleged breach;
- (b) if, upon completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the agent may endeavour to secure compliance with the Agreement, in terms of guidelines, or decisions of the Council, where these exist, by—
 - (i) publicising the contents of this Agreement;
 - (ii) conducting inspections;
 - (iii) investigating complaints;
 - (iv) endeavouring to secure compliance with this Agreement through conciliation; or
 - (v) issuing a compliance order requiring any person bound by this Agreement to comply with this Agreement within a specified period.

9.5 The designated agent shall submit a written report to the General Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

9.6 On receipt of the report, the General Secretary may—

- (a) require the designated agent to make further investigations; or
- (b) if further conciliation is required, appoint a conciliator from the Council's panel of conciliators to conciliate; or
- (c) issue a compliance order; or
- (d) refer the dispute to arbitration in terms of this Agreement.

9.7 If a compliance order is issued, that order shall be served on the party allegedly in breach of this Agreement.

9.8 The party on whom the order is served may object thereto in writing. The objection shall be served on the Council and other interested parties within 14 days of service of the order.

9.9 If a party objects, the General Secretary may take of the steps referred to in 9.6 above, except to issue another compliance order.

9.10 If there is no objection, the General Secretary or any affected party may at any time apply to have the order made an arbitration award.

9.11 The designated agent shall report all disputes concerning compliance with any provisions of this Agreement to the General Secretary or other designated official of the Council.

9.12 The Council may refer any unresolved dispute concerning the interpretation and application of or compliance with this agreement to arbitration by an arbitrator appointed in terms of 9.13.

9.13 If the dispute is referred to arbitration, the General Secretary shall appoint an arbitrator from the Council's panel of arbitrators.

9.14 The General Secretary shall decide the date, time and venue of the arbitration hearing.

9.15 The General Secretary shall serve notices of the date, time and venue of the arbitration on the parties to the dispute.

9.16 The arbitrator shall resolve the dispute through arbitration.

9.17 The arbitrator shall conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.

9.18 Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party and address concluding arguments to the arbitrator.

9.19 The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the parties to the dispute consent to this.

9.20 In any arbitration proceedings, a party to the dispute may appear in person or be represented by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee. Parties may be represented by a legal practitioner in the proceedings: Provided that—

- (a) the panellist and all the other parties consent,
- (b) the panellist concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering—
 - (i) the nature of the questions of law raised by the dispute;
 - (ii) the complexity of the dispute;
 - (iii) the public interest; and
 - (iv) the comparative ability of the opposing parties or their representatives to deal with the dispute.

9.21 If the party who referred the dispute to the council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.

9.22 If a party, other than the party who referred the dispute to the council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may, providing that the parties have been properly served and it is appropriate in the circumstances to do so—

- (a) continue with the arbitration proceedings in the absence of that party; or
- (b) adjourn the arbitration proceedings to a later date.

9.23 Within 14 days of the conclusion of the arbitration proceedings—

- (a) the arbitrator shall issue an arbitration award with reasons, signed by the arbitrator; and
- (b) the Council shall serve a copy of that award on each party to the dispute or the person who represented a party to the dispute within 48 hours of receipt thereof.

9.24 On good cause shown, the General Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.

9.25 Any arbitrator who has issued an arbitration award or ruling, or any other arbitrator appointed by the General Secretary may, on his own initiative or as a result of an application by an affected party, vary or rescind an award or ruling—

- (a) erroneously sought or made in the absence of any party affected by the award or ruling;
- (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
- (c) granted as a result of a mistake common to the parties to the proceedings.

9.26 An arbitrator conducting an arbitration in terms of this clause may make any appropriate award including—

- (a) ordering any person to pay any amount owing in terms of this Agreement;
- (b) imposing a fine for a failure to comply with this Agreement in accordance with item 29 of Schedule 7 and section 33A (13) of the Act;
- (c) charging a party to the arbitration an arbitration fee;
- (d) ordering a party to the arbitration to pay the costs of the arbitration;
- (e) confirming, varying or setting aside a compliance order issued by a designated agent;
- (f) any award contemplated in section 138 (9) of the Act;
- (g) any award in relation to the interest payable on any amount that a person is obliged to pay in terms of this Agreement.

9.27 Subject to the provisions of the Act, an arbitration award made in terms of this clause shall be final and binding on the parties to the dispute.

9.28 The General Secretary or other designated official of the Council may apply to the Director to certify that the arbitration award is an award contemplated in terms of section 143 (1) of the Act.

10. EXEMPTIONS

10.1 Any employer, whether a party or a non-party to the Council, which is registered with and falls within the Council's registered scope for the purposes of this Agreement, may apply to the Council for exemption from the provisions of clause 6 of this Agreement.

10.2 All applications for exemption shall be made on a prescribed form, in the form of "Annexure B" to this Agreement.

10.3 All applications for exemption shall be motivated in accordance with the exemption criteria set out in 10.19 below; shall be supported by relevant documentation and, in addition, shall contain the following information:

- (a) The period for which the exemption is sought;

- (b) the number of employees affected and how many of such employees are members of a registered trade union;
- (c) satisfactory proof that the applicant has consulted, or will consult, its employees at plant level in respect of the exemption sought, which consultation shall include a registered trade union party, where such trade union has members employed at the workplace, and shall include the response resulting from such consultation; and
- (d) the demonstrable commercial need of the applicant for the exemption sought.

10.4 All applications for exemption shall be made to the General Secretary of the Council, who shall forthwith refer the full exemption application to the relevant Chamber Exemptions Committee, which shall have delegated powers to deal with such application on behalf of the Council.

10.5 The Chamber Exemptions Committee shall consider and determine the application in accordance with the criteria set out in 10.19 below, within 45 days from the date of lodgment of the application with the General Secretary. Should the Committee fail to deal with the application within the prescribed period, the applicant may refer the application to the National Exemption Appeals Committee.

10.6 The Chamber Exemptions Committee may call for any further information or submission it deems appropriate from the applicant, prior to making a decision. The time period stipulated in 10.5 above may be extended by agreement between the parties to furnish the additional information or submissions.

10.7 The Chamber Exemptions Committee may, after considering the application in terms and the provisions of the criteria contained in this clause, grant, partially grant, or reject such application for exemption, and may impose any conditions on the granting or partial granting of any application it deems fit under the circumstances. If the applicant is not prepared to accept a partial granting of the application or any conditions imposed by the Chamber Exemptions Committee, the application shall be deemed to have been rejected.

10.8 Subject to the time period for considering the application, as provided in 10.5 above, should the Chamber Exemptions Committee be unable to agree, the application shall be deemed to have been rejected.

10.9 The Executive Committee shall ratify at its next meeting any decision of the Chamber Exemptions Committee to approve or partially approve or reject any application for exemption: Provided that such decision of the Chamber Exemptions Committee is consistent with the Council's officially approved exemptions policy.

10.10 The Chamber Exemptions Committee shall notify the applicant of its decision within seven days of such decision having been reached.

10.11 If the application has been granted or partially granted, the Chamber Exemptions Committee shall specify the following in its notification to the applicant:

- (i) The conditions, if any, of its approval of the application;
- (ii) the period for which the exemption will be valid;
- (iii) the full name of the exempted employer or employee; and
- (iv) upon receipt of a written request, the Chamber Exemptions Committee shall provide brief written reasons for its decision to grant the exemption to any party which has an interest in the matter.

10.12 If the application for exemption is rejected or partially approved, the Chamber Exemptions Committee shall provide concise written reasons for such rejection or partial approval to the applicant within seven days of its decision.

10.13 Any reasons given by the Chamber Exemptions Committee shall not bind the National Exemption Appeals Committee in considering any appeal in 10.15 below, since the latter may make a decision on appeal in accordance with such reasons as it deems appropriate,

10.14 The applicant shall bear the fee of the National Exemption Appeals Committee in considering and determining the appeal. Such fees shall be set by the Council from time to time, but may not exceed the fees levied by the National Exemption Appeals Committee in determining the application.

10.15 Any decision of the Chamber Exemptions Committee to reject, partially approve the application or withdraw an exemption already granted may be referred on appeal to the National Exemption Appeals Committee hereby established in terms of the Act and the constitution of the Council.

10.16 Such application shall be lodged within fourteen (14) days of the applicant's being notified of the decision of the Chamber Exemptions Committee. The National Exemption Appeals Committee may condone a late appeal on good cause shown.

10.17 If the applicant's appeal is successful, the fee paid in terms of 10.14 above shall be returned to the applicant. Should the appeal fail, the fee shall be retained.

10.18 The National Exemption Appeals Committee's decision shall be final and binding.

10.19 The following criteria shall be taken into account by the Chamber Exemptions Committee and the National Exemption Appeals Committee when determining applications for exemptions or appeals:

- (a) The merits of the written and verbal (if any) motivation provided by the applicant, the documentation supporting the application, and, in particular, whether the applicant has made a compelling case for the exemption;
- (b) whether or not the employees have supported or rejected the application, providing such support or rejection may be determined by ballot;

- (c) whether or not the applicant is in arrears with respect to payment of Council levies or employer or employee or trade union subscriptions and if so, whether an agreed payment plan exists in respect of any such outstanding moneys;
- (d) whether the application, if granted, would result in a conflict with the primary objectives of the Act;
- (e) what impact, if any, a successful application for exemption will have on the applicant's competitors;
- (f) the extent to which the proposed exemption may undermine collective bargaining and labour peace in the Industry or sector;
- (g) any existing or projected special financial, economic or other circumstances put forward by the applicant as reasons warranting the granting of an exemption, including what economic hardship the applicant will suffer if the applicant is refused: Provided that the Chamber Exemptions Committee or the National Exemption Appeals Committee may require the disclosure of such relevant verifiable information as it deems fit in this regard;
- (h) the history of the business entity and/or its shareholders, directors and owners within the Industry, including the period of its operation and in particular whether or not the entity is a new, emerging enterprise or a small or medium enterprise (SME);
- (i) any representations made by the employees and/or their representatives, including a registered trade union, or any party to the Council;
- (j) any possible alternatives which may be acceptable to the applicant and/or any other interested party in the circumstances;
- (k) the cost, efficiency and administration of any conditions which the Chamber Exemptions Committee or National Exemption Appeals Committee may feel it necessary to impose;
- (l) what cost-saving measures may have been implemented by the applicant other than those in respect of its cost of labour;
- (m) what hardship may eventuate to employees in the event of the exemption being granted;
- (n) any relevant time limits contained in this exemption procedure and the Act, and in particular that any exemption or partial granting of an exemption shall be for a fixed, stipulated period;
- (o) whether the applicant has provided sufficient verifiable and relevant information in support of the application;
- (p) any other relevant factor.

10.20 An applicant shall be entitled to apply on the prescribed form, "Annexure B", to the General Secretary of the Council for the extension of any exemption granted by either the Chamber Exemptions Committee or the National Exemption Appeals Committee. An application for extension shall contain such additional information as may be necessary and required to substantiate the request with reference to the criteria set out in 10.3 above.

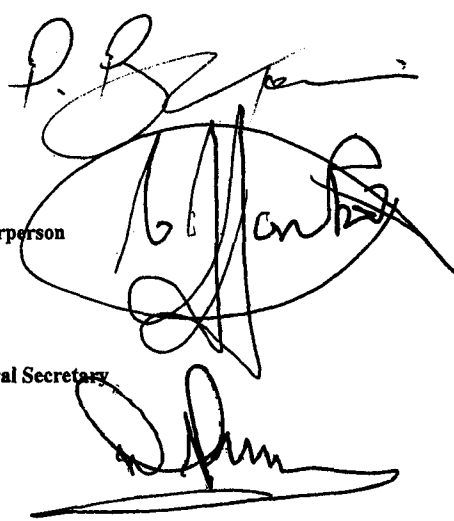
10.21 The procedure and requirements for considering and determining an application for extension shall be in accordance with the provisions of 10.2 above, read with the changes required by the context.

Thus done and signed at Johannesburg this 17th day of March 2006.

Chairperson

Deputy Chairperson

Acting General Secretary

The image shows three handwritten signatures in black ink. The top signature is for the Chairperson, the middle one is for the Deputy Chairperson, and the bottom one is for the Acting General Secretary. The signatures are written over the printed names of the respective officials.

ANNEXURE A

Date:

The Acting General Secretary
National Bargaining Council for the Wood and Paper Sector
P.O. Box 91070
AUCKLAND PARK
2006

Dear Sir/Madam

REGISTRATION AS EMPLOYER IN THE WOOD AND PAPER SECTOR

In accordance with the National Bargaining Council for the Wood and Paper Sector Agreement on a Dispute Resolution Levy and Registration of Employers in the Wood and Paper Sector, I hereby furnish the following particulars in connection with this business:

- 1. Name under which business is carried on:
- 2. In case of company or close corporation, name of company/CC:
- Registration Number:
- 3. Telephone No. (including dialling code):
- Fax No. (including dialling code):
- E-mail address:
- Address of head office (where applicable):
-
-
- 4. Nature of business:
-
-
- 5. Date on which trading, with respect to an activity falling within the scope of the Council, commenced:
-
- 6. Number of employees within the following sectors (see attached Council scope of registration) as defined in Schedule 1 of the Council's constitution:

Sector	Number
Fibre and particle board	
Pulp and paper	
Sawmilling	
Tissue and allied products	

- 7. Name of employers' organisation of which I am a member:

**ANNEXURE B
EXEMPTION APPLICATION**

Ref. No:

Tel. No:

- 1. Cell No:
- (NAME OF FIRM/CO/CC)

..... Fax No:

(ADDRESS)

2. EXEMPTION REQUIRED:

.....
.....
.....
.....
.....
.....

3. RELEVANT CLAUSES:

.....
.....
.....
.....

4. PERIOD FOR WHICH EXEMPTION IS REQUIRED:

.....
.....
.....

5. (a) NUMBER & CATEGORY OF EMPLOYEES IN EMPLOYMENT:

NUMBER	CATEGORY	NUMBER	CATEGORY

(b) NUMBER & CATEGORY OF EMPLOYEES AFFECTED BY THIS APPLICATION:

NUMBER	CATEGORY	NUMBER	CATEGORY

6. (a) WERE CONSULTATIONS HELD WITH THE EMPLOYEES?

Yes No

(b) DATE OF CONSULTATION:

(c) RESPONSE OF EMPLOYEES:

.....
.....
.....
.....

7. (a) WERE CONSULTATIONS HELD WITH EMPLOYEE REPRESENTATIVES?

Yes No

.....
.....
.....
.....

- (b) RESPONSE FROM EMPLOYEE REPRESENTATIVES:
- (c) NAME OF UNION/REPRESENTATIVE:

8. (a) WAS A BALLOT HELD? Yes No
- (b) WHAT WAS THE RESULT?
-
-
-

9. ANY DOCUMENTATION SUPPORTING/OPPOSING THIS APPLICATION; PLEASE LIST AND ATTACH:

.....

.....

.....

10. ANY RELEVANT MOTIVATION:

.....

.....

.....

11. COUNCIL FUNDS PAID TO DATE? Yes No
- IF NOT, TO WHAT DATE WERE THEY PAID?
- DULY SIGNED AT..... THIS..... DAY OF.....

FOR THE EMPLOYER
DESIGNATION

FOR THE EMPLOYEE REPRESENTATIVE
DESIGNATION

- II. CONSTITUTIONAL AMENDMENT (dated 27 October 2005)
- "That this Council amends Clause 16 (6) (a) of the Council's Constitution by inserting the italicized words below:
16. (6) The procedures contemplated in subclause 5 must include a procedure for—
- (a) ensuring that all applications for exemption are preceded by consultation between *an equal number of employers and employees within the relevant council chamber* at which—
 - (i) the merits and terms of the exemptions have been considered; and
 - (ii) there has been full disclosure to each other on all information relevant to the consideration of the exemption; and
 - (b) informing the parties to the application and the Council of its decisions and the reasons therefor."

- III. CONSTITUTIONAL AMENDMENT NUMBER 6 (dated 27 October 2005)
- "That this Council adopts the names of the Council's four Chamber Exemption Committees as listed below to act in that capacity in terms of the procedures and criteria for operation laid out in the Council's Collective Agreement, number 3, dated 27 October 2005.

- 1. PULP AND PAPER CHAMBER
 - Employer representatives*
 - J.L. Dekker (Mondi)
 - P.J. Slabbert (Mondi)

Vuyo Bahlekazi (Sappi)

Edgar Kgosi (Sappi)

Union representatives

Nick van Rooyen (UASA)

Lucky Mavuso (CEPPWAWU)

Tim Hartze (CEPPWAWU)

Mike Mokoana (CEPPWAWU)

2. SAWMILLING CHAMBER

Employer representatives

Marietjie van der Walt (Hans Marensky)

Gert van Vuuren (Global Forest Products)

Chris Jonker (Sappi Forests)

Justice Nkosi (KLF) (Non-voting)

Stephan Niewoudt (Steinhoff)

Union representatives

Luckson Hlongwana (CEPPWAWU)

Sibusiso Madondo (CEPPWAWU)

De Villiers Mohlala (CEPPWAWU)

Henry van Rooyen (UASA)

3. TISSUE AND ALLIED PRODUCTS CHAMBER

Employer representatives

Vijay Gajjar (Kimberly-Clark)

Charmaine Lemaou (Nampak Tissue)

Union representatives

Nick van Rooyen (UASA)

Andrew Nortje (CEPPWAWU)

4. FIBRE AND PARTICLE BOARD CHAMBER

Employer representatives

Chris Hall (Sonae Novobord)

Penwell Lunga (PG Bison)

Martin Birtwhistle (Masonite)

Union representatives

Mzwakhe Malunga (CEPPWAWU)

Lucky Mnisi (CEPPWAWU)

Lucas Yali (CEPPWAWU)".

IV. COLLECTIVE AGREEMENT NUMBER 4 (dated 27 October 2005)

"That this Council appoints three (3) independent persons as the sole members of its National Exemption Appeals Committee and undertakes to pay their fees as agreed with the Executive and their travel costs (if applicable), as well as to provide all the administrative support necessary to enable the Committee to undertake its work as specified below.

Conditions of appointment—

- that the Committee is empowered to elect its own Chairperson and Deputy Chairperson;
- that the Committee is appointed for a two-year period from 1 November 2005, and that such appointment may be renewable at the end of the two-year period.

Procedures of operation—

- that all applications for exemption must be made to the Council for consideration first by the Council's Internal Exemptions Committee and, failing a satisfactory outcome being reached at that level, by the National Exemptions Appeals Committee by submitting an application in writing setting out all relevant information including—
 - (a) the provisions of the Agreement in respect of which exemption is sought;
 - (b) the persons in respect of whom the exemption is sought; and

- (c) the reasons why the exemption is sought;
- that the National Exemption Appeals Committee must determine its own procedures for considering applications for exemption and conducting business except that its functions may not be delegated;
- that the procedures must include a procedure for—
 - (a) ensuring that all applications for exemption are preceded by consultation between an equal number of employers and employees within the relevant council chamber at which—
 - (i) the merits and terms of the exemptions have been considered; and
 - (ii) there has been full disclosure to each other on all information relevant to the consideration of the exemption; and
 - (b) informing the parties to the application and the Council of its decisions and the reasons therefor.

Criteria for operation—

- that when considering an application for exemption, the National Exemption Appeals Committee must have regard to the following:
 - (a) Whether a refusal to grant an exemption will result in undue financial hardship to the company making the application;
 - (b) the nature and size of the business in respect of which the application is made;
 - (c) any representations prevailing in the sector as a whole or the industries likely to be affected by the application; and
 - (d) the circumstances prevailing in the sector as a whole or the industries likely to be affected by the applications; and
 - (e) whether the granting of the exemption will prejudice the objectives of the Council.

Final and binding

- That the decision of the National Exemption Appeals Committee will be final and binding. (This decision is nonetheless still subject to review by the Labour Court.)”.

V. COLLECTIVE AGREEMENT NUMBER 7 (dated 17 March 2006)

“That this Council appoints the following independent persons as the sole members of the Council's National Exemption Appeals Committee to act in that capacity for a two-year period from 17 March 2006 in terms of the procedures and criteria for operation laid out in Council Collective Agreement Number 4, dated 27 October 2005:

Casper Lotter
 Karen Theunissen
 Lungile Zondi.”.

VI. COLLECTIVE AGREEMENT NUMBER 8 (dated 17 March 2006)

“That this Council adopts the following procedure for the resolution of disputes relating to the interpretation and application of the Dispute Resolution Levy and Registration of Employers in the Wood and Paper Sector Collective Agreement (Resolution 5 above, dated 17 March 2006):

1. Any person or party may refer a dispute about the interpretation or application of the Dispute Resolution Levy Collective Agreement to the Main Council of the Bargaining Council.
2. The General Secretary shall investigate the dispute or cause the dispute to be investigated and attempt to resolve the dispute by issuing a directive, and in the event of a dispute not being resolved—
 - 2.1 appoint a conciliator who is acceptable to both parties or, if the dispute remains unresolved;
 - 2.2 refer the dispute to arbitration.
3. If a conciliator is appointed, the General Secretary shall decide the date, time and venue of the conciliation meeting and shall serve notices of these particulars on the parties to the dispute.
4. If the dispute is referred to arbitration, the General Secretary shall appoint an arbitrator who is acceptable to both parties.
5. The General Secretary, in consultation with the arbitrator, shall decide the date, time and venue of the arbitration hearing.
6. The arbitrator shall—
 - 6.1 endeavour to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated; and
 - 6.2 if the dispute remains unresolved, resolve the dispute through arbitration.
7. The arbitrator may make any appropriate arbitration award in terms of the Act that gives effect to this Collective Agreement.”.

IMPORTANT NOTICE

GPW wishes to apologise for any confusion created by our previous notice concerning the method of payment (*herewith the corrected version of the notice*):

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