

Chairperson Council shall decide and his/her decision shall be final and binding.

## 9. DISPUTE RESOLUTION

- 9.1 Any disputes which may arise from the interpretation and/or application of this collective agreement shall be resolved through expedited arbitration, unless otherwise decided by the disputing parties.
- 9.2 The current panel of Conciliators and Arbitrators of the Council (unless otherwise decided by the disputing parties) shall be used to adjudicate disputes as envisaged in sub-clause 9.1 of this agreement, but subject to sub-clauses 9.3, 9.4, 9.5, 9.6, 9.7 and 9.8 of this collective agreement.
- 9.3 Any dispute as envisaged in sub-clause 9.1 of this collective agreement shall be referred to the Council, in writing, by the disputing party.
- 9.4 (a) The disputing parties shall, within 12 hours of a dispute having been referred to the bargaining council as envisaged in sub-clause 9.1 of this collective agreement, agree on an arbitrator to adjudicate the dispute, failing which the PPE Rapid Response Task Team shall appoint an arbitrator, by majority decision.
- (b) Failing a majority decision as envisaged in sub-clause 9.4 (a) of this collective agreement, the arbitrator shall be appointed by the National Chairperson of the Council, and his/her decision regarding this matter shall be final and binding.
- 9.5 The dispute declaration referred to in sub-clause 9.2 of this collective agreement shall set out in writing the grounds on which the dispute has arisen, the breach that is alleged, as well as the proposed resolution of the dispute.
- 9.6 Within 6 hours of an arbitrator having been appointed in terms of the provisions of sub-clause 9.3 of this collective agreement, the answering party shall submit a written reply to the arbitrator, in response to the declaration of dispute letter as envisaged in sub-clause 9.4 of this collective agreement, and cause a copy of such written reply to be transmitted to the declarer of the dispute.
- 9.7 Within 4 hours of the declarer of the dispute having received the answering party's written document as envisaged in sub-clause 9.5 of this collective agreement, the dispute declaring party shall

