CONSTITUTION OF

THE NATIONAL BARGAINING COUNCIL

FOR THE

WOOD AND PAPER SECTOR

15 OCTOBER 2003

TABLE OF CONTENTS[1]

1. NAME AND LEGAL STATUS 4

2. REGISTERED SCOPE 4

3. POWERS AND FUNCTIONS 4

4. PARTIES 7

5. APPOINTMENT OF REPRESENTATIVES 9

6. COUNCIL MEETINGS 13

7. EXECUTIVE COMMITTEE 18

8. OTHER COMMITTEES 22

9. INDUSTRY CHAMBERS 24

10. CHAIRPERSON AND DEPUTY-CHAIRPERSON 25

11. OFFICIALS AND EMPLOYEES OF THE COUNCIL 27

12. APPOINTMENT OF CONCILIATORS AND ARBITRATORS 30

13. RESOLUTION OF DISPUTES BY CONCILIATION AND/OR A CONSEQUENTIAL DISPUTE RESOLUTION PROCESS 31

14. RESOLUTION OF DISPUTES BY ARBITRATION 34

15. PROCEDURE FOR THE NEGOTIATION OF COLLECTIVE AGREEMENTS 36

16. EXEMPTIONS FROM COLLECTIVE AGREEMENTS 39

17. FINANCES 42

[1] If reading an e-mail version of the Constitution, page numbers may not exactly correspond with this index.

18. WINDING-UP 46

19. SCHEDULES AND ANNEXURES 47

20. CHANGING THE CONSTITUTION, THE NAME OF THE COUNCIL AND ANNEXURES 47

21. DEFINITIONS 48

SCHEDULE 1 50

SCHEDULE 2 53

SCHEDULE 3 55

SCHEDULE 4 57

ANNEXURE A – PART I 58

ANNEXURE A – PART II 59

1. Name and legal status

(1) The name of this bargaining council is the National Bargaining Council for the Wood and Paper Sector ("the Council").

(2) The identity and legal status of the Council is distinct from the parties that constitute the Council.

(3) Unless otherwise stated in this constitution, the Council alone bears responsibility and liability for its actions and obligations.

2. Registered scope

The registered scope of the Council comprises the activities in the whole of the Republic of South Africa of the industries identified and described in Schedule 1.

3. Powers and functions

(1) The powers and functions of the Council are –

(a) to promote economic development, social justice, labour peace and democratisation of the workplace;

(b) to promote the viability of the wood and paper sector;

(c) to promote and strengthen the Council through encouraging the admission of parties;

(d) to conclude collective agreements subject to clause 15(1);

(e) to establish procedures to exempt parties or non-parties from these collective agreements;

(f) to enforce those collective agreements;

(g) to prevent and resolve labour disputes;

(h) to perform the dispute resolution functions referred to in *the Act*[2&3];

(i) to establish procedures regarding the issuing of joint press statements by parties to the Council;

(j) to establish and administer a fund to be used for resolving disputes;

(k) to establish, promote and co-ordinate training and education schemes;

(l) to impose levies on employees and employers who fall within the registered scope of the Council;

(m) to establish and cause the administration of pension, provident, medical aid, sick pay, holiday and unemployment schemes or funds or any similar schemes or funds for the benefit of one or more of the parties to the Council or their members;

(n) to develop proposals for submission to NEDLAC or any other appropriate forum on policy and legislation that may affect the sector, area or any *industry chamber;*

[2] The italicisation of words denotes that those words have been defined in clause 21.
[3] See Section 51 of *the Act.*

(o) to conclude contracts and perform other juristic acts including –

(i) the acquisition and disposal of movable and immovable property;

(ii) the letting and rental of property;

(iii) the borrowing, lending and investing of money; and

(iv) the instituting and defending of legal and dispute resolving proceedings;

(p) to consider and deal with any other matter that affects the interests of the parties; and

(q) to perform any act reasonably necessary for, or incidental to –

(i) the effective performance by the Council of its powers and functions; and

(ii) ensuring compliance by giving effect to the terms of *this constitution*.

(2) The Council can only exercise these powers and perform these functions within its registered scope.

(3) The Council may delegate any of its powers, functions or duty to the *executive committee* or an *industry chamber*. However, the Council may not delegate the powers, functions, and duties contemplated in this sub-clause[4] and clauses 6(3); 7(3) & (6); 17; and 18.

[4] This means that the person, committee or Chambers to which a power, function or duty is delegated, does not have the power to further delegate.

4. Parties

(1) The parties to the Council are -

(a) the founding employers' organisations specified in Part 1 of Annexure A;

(b) the founding trade union(s) specified in Part II of Annexure A; and

(c) any registered employers' organisation(s) or trade union(s) that has been admitted to the Council in accordance with the provisions of this clause.

(2) Any registered trade union or registered employers' organisation that has members that fall within the registered scope of the Council may apply in writing to the *secretary* of the Council for admission as a party.

(3) The application must be accompanied by -

(a) a certified copy of the applicant's registered constitution;

(b) a certified copy of the applicant's certificate of registration;

(c) details of the applicant's membership including –

(i) in the case of an employers' organisation(s), the number of employees that its members employ within the Council's registered scope; or

(ii) in the case of a trade union(s), proof that it has more than 1000 members that fall within the registered scope of the Council.

(d) a statement of the reasons why the applicant ought to be admitted as a party to the Council; and

(e) any other information on which the applicant relies in support of its application.

(4) Within 90 days of receiving an application for admission, the Council must decide whether to grant or refuse the application and must advise the applicant of its decision in writing.

(5) If the Council admits an applicant –

(a) the *secretary* must make the appropriate amendment to Annexure A within 14 days of the decision; and

(b) the applicant immediately enjoys the benefits and privileges of being a party to the Council and incurs the obligations arising out of being a party to the Council in terms of this constitution.

(6) If the Council refuses to admit an applicant, it must advise the applicant of its reasons for that decision

(7) (a) If in the month of August or on a date as near as possible after the end of this month, the number of members of a trade union which is a party to the Council who fall within the registered scope of the Council falls below 1000, the *secretary* must send a written notice to the trade union advising it of this fact and inform the *executive committee* accordingly.

(b) If within one year of receiving this notice, the number of members who fall within the registered scope of the Council is

still below 1000, the trade union concerned automatically ceases to be entitled to the representation to the Council[5].

(8) Any party to the Council may withdraw from the Council by notifying the Council in writing of its decision and the reasons of the decision. This notice must also specify the date of the withdrawal which must be at least three months after the date of the notice.

5. Appointment of representatives

(1) The Council consists of representatives of employers' organisation(s) and trade union(s).

(2) The number of persons representing either the employers' organisation(s) or trade union(s) must –

(a) be equal to the number of persons representing the other; and

(b) be determined by the Council.

(3) The number of representatives constituting the Council and the number of representatives to be allocated to any party of the Council and the names of these persons must be specified in Annexure B[6] by the *secretary* in accordance with the agreement referred to in sub-clause 4(a)(ii).

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[5] Ceasing to be entitled to representation in to the Council does not mean –
(a) that the affected party ceases to be a party to the Council or that it no longer falls within the scope of the Council. Jurisdiction of the Council in relation to the affected party will depend on the scope of any applicable collective agreement; and
(b) that the affected party ceases to be entitled to representation in a *relevant industry chamber*. This is dependant on the application of clause 9(4); (5); (6) and (8).

[6] Annexure B will be divided into parts each reflecting the names of the employers' organisation(s) and trade union(s), their allocations and representatives respectively.

(4) Subject to sub-clause (5) –

(a) before every annual general meeting, the employers' organisation(s) and trade unions(s) respectively must by agreement -

(i) determine the mechanism for allocating representatives amongst themselves and all other related matters including –

(aa) the thresholds of representativeness and principles of proportionality to be used for purposes of allocating the number of representatives to each party;

(bb) the rules relating to vacancies, including vacancies arising from a party losing its "party" status;

(cc) the procedure to be followed to determine voting rights when representatives of employers' organisation(s) and trade union(s) are not equal in number as contemplated in clause 6(14); and

(dd) the procedure for regulating the determination of mandates; and

(ii) specify the names of their representatives for inclusion by the *secretary* in Annexure B; and

(b) the agreement contemplated in sub-clause (a)(i) must be recorded in writing and annexed to *this constitution,* as Annexures "C & D" respectively.

(5) The Council must ensure that at least two (2) representatives of the employer organisations in the Council shall represent *small and medium enterprises.*[7]

(6) If allocated a representative(s), each party to the Council may appoint, in accordance with the procedures of its own constitution –

(a) its representative(s) to the Council; and

(b) an alternate for each of its representative(s).

(7) (a) A representative or an alternate will hold office for twelve months and will be eligible for re-appointment at the end of that term.

(b) A representative or an alternate whose term of office has expired and who is not re-appointed, may with the written consent of the party concerned continue to act as a representative until that representative's successor assumes office.

(8) Despite sub-clause (7), -

(a) a party may withdraw any of its representatives or alternates after having given at least 21 days' notice in writing to the *secretary;*

(b) a representative who, without good cause, is absent from three consecutive meetings of the Council, is disqualified from continuing in that office for that term.

[7] Small and medium enterprises shall mean those employers who employ a maximum of 50 employees

(9) If the office of any representative or alternate becomes vacant, the party that appointed the representative or alternate may appoint another representative or alternate for the unexpired portion of the predecessor's term of office.

(10) In the event of a dispute between or regarding the determination or allocation of representatives as contemplated in sub-clauses 2(b) and 4(a), the dispute must be resolved in accordance with the procedures contemplated in clauses 13 & 14.

(11) In the event of a dispute concerning the determination as contemplated in sub-clause 2(b) being determined by arbitration, the arbitrator's decision must be made with due regard to any relevant factor including minimising –

(a) the proliferation of representation; and

(b) the administrative and financial burden on the Council.

(12) In the event of a dispute concerning the allocation of representatives as contemplated in sub-clause 4(a) being determined by arbitration, the arbitrator's decision must be made with due regard to any relevant factor including –

(a) the number of members that a trade union has who fall within the jurisdiction of the Council and the various *industry chambers*;

(b) the profile of a trade union in relation to the Council and its various *industry chambers*;

(c) minimising the proliferation of representation;

(d) upholding the principle of majoritarianism and proportionality; and

(e) giving expression to specialised interests, e.g. *small and medium enterprises*.

(13) If the Council decides to change the number of representatives constituting the Council or if the employers' organisation(s) or trade union(s) are required to or on their own initiative change or withdraw their representatives or fill a vacancy, the *secretary* must make the appropriate entry to Annexure B within 14 days of the decision or change.

(14) Unless it agrees otherwise, the Council must compensate all representatives and in their absence, their alternates, for reasonable expenses incurred in respect of travelling, accommodation, and meals on such terms as it considers appropriate and reasonable arising from their performance of authorised Council related functions and duties.

(15) Employee representatives, or in their absence, their alternates, must be compensated by their respective employers for wages lost, as a result of performing prior authorised Council related functions and duties.

6. Council meetings

(1) The Council may hold as many ordinary meetings as it considers appropriate and must hold an annual general meeting in the month of October or on a date as near as possible after the end of this month.

(2) A special meeting of the Council -

(a) may be called at any time by the *chairperson* with a view to disposing of urgent business; and

(b) must be called by the *secretary* with the concurrence of the *chairperson* and *deputy-chairperson* within seven days of –

(i) receiving a request for that purpose, stating the purpose of the special meeting and signed by not less than 25% of representatives; or

(ii) the adoption of a resolution by the Council calling for a special meeting.

(3) At the annual general meeting, the Council must –

(a) appoint the *chairperson* and the *deputy-chairperson* of the Council;

(b) ratify the appointment of the ordinary members of the *executive committee;*

(c) as and when necessary, appoint the members of the panel of conciliators and arbitrators referred to in clause 12(1)(a); or accredited agency referred to in clause 12(1)(b);

(d) determine the levies to be imposed on employees and employers who fall within the registered scope of the Council provided that the amount to be paid by employees must be equal to the amount paid by employers;

(e) appoint the members of the exemptions committee established in terms of clause 16(1) to consider and dispose of applications for exemption from the provisions of any collective agreement that may be concluded in the Council;

(f) consider –

(i) the annual financial statements of the Council and the auditor's report on those statements;

(ii) the *chairperson*'s annual report; and

(iii) the *executive committee*'s annual report;

(g) consider and approve, with or without any amendments, the budget of the Council for the next financial year as prepared in terms of clause 17(a); and

(h) fix the dates for its ordinary meetings for the next financial year.

(4) The number of persons representing either the employers' organisation(s) or trade union(s) at an annual general meeting must be determined by the *executive committee* subject to the following –

(a) the number of persons representing employers' organisation(s) must be equal to the number of persons representing the trade union(s); and

(b) every employers' organisation or trade union having more than 1000 employees within its registered scope is entitled to at least one representative.

(5) Before every annual general meeting, the employers' organisation(s) and trade union(s) respectively must by agreement in writing determine a mechanism for allocating representatives amongst themselves and the provisions of clause 5(6); (10); (12); (13) & (14) apply to these representatives with the changes that the context requires.

(6) The *secretary* with the concurrence of the *chairperson and deputy-chairperson* must prepare a written notice of every Council meeting stating the date, time and venue of the meeting and the business to be transacted, and must send the notice to each party of the Council at least 14 days before the date of the meeting. The *secretary* must retain proof of distribution of these notices.

(7) More than half of the total number of representatives of employers' organisation(s) of trade union(s) respectively form a quorum and must be present before a meeting may begin or continue.

(8) If, at the time fixed for a meeting to begin or continue, and for 30 minutes after that time, there is no quorum present, the meeting must be adjourned to the same place at the same time on the corresponding day in the following week unless that day is a public holiday, in which case the meeting must be adjourned to the day immediately after that public holiday.

(9) A meeting that was adjourned in terms of sub-clause (8) may proceed on the date to which it has been adjourned with the representatives present at the time called for the meeting, whether or not a quorum is present.

(10) The *secretary* must cause minutes to be kept of the proceedings at Council meetings and distribute these minutes within 14 days of the meeting. The *secretary* must retain proof of distribution of these minutes.

(11) At every meeting of the Council –

(a) the *secretary* must read the minutes of the previous meeting unless they were previously circulated; and

(b) after the minutes have been confirmed, with or without any amendments, the *chairperson* must sign the minutes.

(12) A motion proposed at a meeting may not be considered unless it has been seconded. The *chairperson* may require a motion to be submitted in writing, in which case the *chairperson* must read the motion to the meeting.

(13) Unless *this constitution* provides otherwise, all motions must be decided by a majority of votes of those present and entitled to vote. The manner of voting must be by show of hands or in any other manner as may be agreed by those present and entitled to vote.

(14) Each representative has one vote on any matter before the Council for its decision. However, if at the meeting the representatives of the employers' organisation(s) or trade union(s) are not equal in number, the side that is in the majority must withdraw so many of its representatives from voting at that meeting as may be necessary to ensure that the two sides are of equal numerical strength at the time of voting.

(15) If any question which the *executive committee* considers to be extremely urgent arises between meetings of the Council, and it is possible to answer that question by a simple "yes" or "no", the *executive committee* may direct the *secretary* to cause a vote of the representatives on the Council to be taken by telefax or electronic mail. A proposal subjected to a telefax or electronic mail vote may be adopted only if it is

supported by at least a majority of the employers' organisation(s) and trade union(s) respectively.

(16) The *executive committee* may adopt general rules for the conduct of Council meetings. However, in the event of any conflict between those rules and the provisions of *this constitution*, the provisions of *this constitution* will prevail.

7. Executive Committee

(1) The Council will have an *executive committee* that consists of the *chairperson*, the *deputy-chairperson* and the *secretary* of the Council, who are members by virtue of their respective offices, and 16 ordinary members. An alternate may be appointed in respect of each ordinary member. An ordinary member and alternate must be appointed in accordance with sub-clause (2).

(2) The ordinary members and their alternates must be representatives in the Council, and half of the ordinary members, as well as their alternates, must be elected by the representatives of employers' organisation(s) in the Council, whilst the other half as well as their alternates, must be elected by the representatives of trade union(s) in the Council.

(3) Subject to the directions and control of the Council, the *executive committee* may exercise and perform the powers, functions and duties of the Council relating to the supervision and control of the everyday management and administration of the Council. In addition, the *executive committee* may –

(a) investigate and report to the Council on any matter relating to the wood and paper sector or the activities of the Council;

(b) do anything necessary to give effect to decisions of the Council;

(c) subject to *the Act*, monitor and enforce collective agreements concluded in the Council and the *industry chambers*;

(d) exercise and perform any power, function and duty that is conferred or imposed on the *executive committee* by or in terms of *this constitution* or that is delegated by the Council to the *executive committee*;

(e) appoint employees to assist the Council in the exercise and performance of its powers, functions and duties and determine their conditions of service including the circumstances and procedures for the termination of their services;

(f) consider reports from the *secretary* concerning the membership figures of a trade union which is a party to the Council, more particularly in relation to those members who fall within the registered scope of the Council; and

(g) oversee the collection of income, including levies, to the Council and regulating the Council's expenditure.

(4) (a) An ordinary and an alternate member of the *executive committee* will hold office for twelve months and will be eligible for re-election at the end of that term.

(b) An ordinary and an alternate member of the *executive committee* whose term of office has expired and who is not re-elected, may

with the written consent of the party concerned continue to act as a member of the *executive committee* until that member's successor assumes office.

(5) An ordinary and an alternate member of the *executive committee* –

(a) may resign from the committee at any time after having given at least 21 days' notice in writing to the *secretary;*

(b) must vacate office immediately –

(i) in the case of resignation, when the resignation takes effect; or

(ii) upon ceasing to be a representative of the Council.

(6) (a) If the seat of an ordinary or an alternate member of the *executive committee* becomes vacant, the Council must fill the vacancy from the number of candidates nominated for that purpose by –

(i) the employers' organisation(s) representatives in the Council, if that seat was held by an ordinary or alternate member representing the employers' organisation(s); or

(ii) the trade union(s) representatives in the Council, if that seat was held by an ordinary or alternate member representing trade union(s).

(b) A member appointed to fill a vacant seat holds that seat for the unexpired portion of the predecessor's term of office.

(7) The *executive committee* must hold an ordinary meeting at least once every three months;

(8) A special meeting of the *executive committee* –

(a) may be called at any time by the *chairperson* after consultation with *the secretary* with a view to disposing of urgent business; and

(b) must be called by the *chairperson* after consultation with *the secretary* within 14 days of receiving a request for that purpose, stating the purpose of the special meeting and signed by not less than 25% of members of the *executive committee*.

(9) The *secretary* must prepare a written notice of every *executive committee* meeting showing the date, time and venue of the meeting and the business to be transacted, and must send the notice to each member of the committee at least seven days before the date of the meeting. However, the *chairperson* may authorise shorter notice for a special meeting.

(10) More than half of the members of the *executive committee* representing employers' organisation(s) and half of the members of that committee representing trade union(s) constitute a quorum and must be present before a meeting may begin or continue.

(11) Subject to sub-clauses (12)-(15) the *executive committee* may determine its own procedures for conducting its affairs.

(12) The *secretary* must cause minutes to be kept of the proceedings at the *executive committee* meetings and distribute these minutes within 14 days of the meeting. The secretary must retain proof of distribution of these minutes.

(13) Each member of the *executive committee* has one vote on any matter before the committee for its decision. However, if at the meeting the members representing employers' organisation(s) and those representing trade union(s) are not equal in number, the side that is in the majority must withdraw so many of its members from voting as may be necessary to ensure that the two sides are of equal numerical strength at the time of voting.

(14) In relation to any matter before the *executive committee* for its decision, the *executive committee* must endeavour to reach consensus on the matter. However, if consensus is not attainable, the decision of a majority of those members of the *executive committee* who are present at the meeting and entitled to vote, will be the decision of the committee.

(15) The *chairperson, deputy-chairperson* and *secretary* of the Council are not entitled to vote on any matter for decision before the *executive committee*.

8. Other Committees

(1) The Council may establish other committees to perform any of its functions, including investigating and reporting to the Council on any matter but excluding the non-delegable functions referred to in clause 3(3).

(2) Half of the members of any committee so appointed must be nominated by the employers' organisation(s) representatives, and the other half by the trade union(s) representatives.

(3) Committee members must be –

(a) representatives of employers' organisation(s) or trade union(s) within the registered scope of the Council; or

(b) office-bearers or officials of the parties to the Council.

(4) More than half the total number of the nominees of the employers' organisation(s) and trade union(s) representatives respectively form a quorum and must be present before the meeting may begin or continue.

(5) The provisions of clauses 6(4)-(14) read with the changes required by context apply to the calling and conduct of meetings of any committee contemplated in this clause.

9. Industry Chambers

(1) The Council will have one *industry chamber* in respect of each of the industries described in Schedule 1.

(2) The Council may create additional *industry chambers* or may reduce or amalgamate the number of *industry chambers* if the *industry chambers* concerned makes a recommendation to the Council to this effect. The Council is not bound by a resolution of *industry chambers* to dissolve or amalgamate themselves.

(3) An *industry chamber* may exercise and perform any power, function and duty that is conferred on it in terms of *this constitution* or that is delegated to it by the Council but excluding the non-delegable functions referred to in clause 3(3).

(4) The number of persons representing either the employers' organisation(s) or trade union(s) in an *industry chamber* must –

(a) be equal to the number of persons representing the other; and

(b) be determined by the *industry chamber* concerned and ratified by the Council.

(5) The provisions of clause 5(4), read with the changes required by the context, apply to the appointment of representatives of *industry chambers*, except that any reference to Annexures B, C and D must be read as a reference to Annexures E, F & G, respectively.

(6) The number of representatives to be allocated to any party of the *industry chambers* and the names of these persons must be reflected in Annexure E[8] by *the secretary*.

(7) The provisions of clause 5(5)-(14) read with the changes required by the context, apply to quorums and the calling and conduct of *industry chamber* meetings.

(8) Subject to sub-clause (7), each *industry chamber* must determine its own procedures for convening and chairing its meetings and attending to its administrative, liaison and secretarial functions.

10. Chairperson and deputy-chairperson

(1) At every annual general meeting, the Council must appoint a *chairperson* and a *deputy-chairperson* from amongst representatives of the Council.

(2) If the appointed *chairperson* is a representative of an employers' organisation(s), only a representative of the trade union(s) may be appointed as *deputy-chairperson* and vice-versa.

(3) If at any time the current *chairperson* is a representative of any employers' organisation(s), the next *chairperson* to be appointed must be a representative of the trade union(s).

(4) If the *chairperson or deputy-chairperson* to be appointed has to be a representative of the employers' organisation(s), only the

[8] Annexure E will be divided into parts each reflecting the names of the employer's organisation(s) and trade union(s) representatives respectively.

representatives of the employers' organisation(s) may participate in the election of their appointee and conversely if the *chairperson or deputy-chairperson* has to be a trade union(s) representative.

(5) The term of office of the chairperson or deputy-chairperson –

(a) commences at the end of the annual general meeting during which they were appointed; and

(b) expires at the end of the next annual general meeting.

(6) The *chairperson* must preside over all meetings of the Council and must –

(a) sign the minutes of Council meetings after those minutes have been confirmed and;

(b) perform any other functions and duties entrusted to the *chairperson* by *this constitution* as well as those that are generally associated with the office of *chairperson*.

(7) The *deputy-chairperson* must preside over meetings of the Council and perform the duties and functions of the *chairperson* whenever the *chairperson* is absent or for any reason unable to act or to perform those functions and duties.

(a) If the *chairperson* and the *deputy-chairperson* are absent or unable to act or to perform the functions and duties of the *chairperson*, the Council by show of hands must elect from their representatives a person to act as *chairperson* and to perform those functions and duties.

(8) A *chairperson or deputy-chairperson* may be removed from office by the *executive committee* for serious neglect of duty, serious misconduct, incapacity or any other fair reasons.

(9) If the office of the *chairperson or deputy-chairperson* becomes vacant before the next annual general meeting, the representatives of the employers' organisation(s) and trade union(s) on the *executive committee*, as the case may be, must by election fill the vacancy for the remaining period of office.

11. Officials and employees of the Council

(1) Subject to sub-clause (6), the Council must appoint a *secretary* on the terms and conditions it deems appropriate.

(2) The *secretary* will be responsible for the administrative and secretarial work arising from the functioning of the Council and for performing the functions and duties imposed on the *secretary* by or in terms of *the Act* and *this constitution*. That work and those duties and functions include –

(a) keeping and maintaining a record of the membership of the parties to the Council and providing access to this record;

(b) keeping and maintaining the books and records of account that the Council may direct in order to fully reflect the financial transactions and state of affairs of the Council;

(c) attending all meetings of the Council, and the *executive committee* and recording the minutes of the proceedings at those meetings;

(d) conducting the correspondence of the Council, keeping originals of letters received and copies of letters sent;

(e) at each meeting of the Council, reading significant correspondence that has taken place since the previous meeting;

(f) banking all moneys received on behalf of the Council on the first banking day following receipt;

(g) submitting to the Council statements of its financial affairs and position, whenever required by the Council, but at least once a month;

(h) preparing, for submission at the annual general meeting of the Council, the budget for the next financial year and an annual report summarising the key activities of the Council; and

(i) countersigning cheques drawn on the Council's bank account.

(3) The *secretary* must –

(a) retain a copy of the confirmed and signed minutes of every meeting of the Council, the *executive committee*, any other committee of the Council and *relevant industry chambers*, in safe custody for a period of at least ten years from the date those minutes were confirmed;

(b) retain every financial statement referred to in sub-clause (2)(g), and all vouchers and records relating to statements of that nature, for at least ten years from the date of the statement; and

(c) sign the certificates of appointment to be issued to the persons appointed by the Minister as designated agents of the Council.

(4) The *Executive Committee* may appoint any additional officials and any number of employees that may be necessary to assist the *secretary* in performing the functions and duties of that office on the terms and conditions it deems appropriate.

(5) Subject to sub-clause (6), the Council may request the Minister to appoint any number of persons as designated agents to help it enforce any collective agreement concluded in the Council or *relevant industry chamber*.

(6) Where there are two or more suitable candidates for appointment to the position of *secretary* or a designated agent, the Council may elect the *secretary* or the designated agent by conducting a ballot of the representatives present at the meeting at which an appointment is to be made, with the candidate receiving the highest number of votes being appointed.

(7) The *secretary*, designated agents and other officials and employees of the Council must not be biased in favour of or prejudiced against any party in the performance of their respective functions.

(8) The Council must issue a Code of Conduct to guide its *secretary*, designated agents and other officials in the performance of their respective functions.

12. Appointment of conciliators and arbitrators

(1) For purposes of conciliating and determining disputes that are referred to it, the Council must[9] appoint –

(a) a panel of conciliators and arbitrators, consisting of as many persons as it may consider appropriate; or

(b) an agency accredited in terms of *the Act*;

(2) The Council may remove a member of the panel of conciliators or arbitrators from office -

(a) for serious misconduct;

(b) due to incapacity; or

(c) if at least one half of the employers' organisation(s) representatives in the Council and at least one half of the trade union(s) representatives in the Council have voted in favour of the removal of that member from office.

(3) A person may be appointed to both the panel of conciliators and the panel of arbitrators.

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[9] Note that -

(a) Until such time as the Council chooses its option or fails/refuses to exercise the option contemplated in this sub-clause, the Commission for Conciliation, Mediation and Arbitration will automatically have jurisdiction over disputes that fall within the scope of the Council.

(b) If the first option in this sub-clause is chosen, regard should be had to ensuring geographic coverage.

(4) The parties to the dispute must agree on the person from the panel of conciliators, the panel of arbitrators or the panel of the accredited agency. If the parties to a dispute cannot agree, the *secretary* must appoint a member of the relevant panel to conciliate or arbitrate the dispute within 14 days after referring the dispute to the Council.

(5) In the event of an arbitration, the arbitrator may appoint any number of experts to assist in determining the dispute either –

(a) on his or her own initiative after consultation with the parties to the disputes; or

(b) upon consideration of a written application received from any party to the dispute for the appointment of an expert(s).

(6) The terms and conditions of appointment of experts must be determined by the Council.

(7) An expert has no decision-making powers in relation to determining the dispute.

13. Resolution of disputes by conciliation and/or a consequential dispute resolution process

(1) In this clause, dispute means a dispute that may be referred to the Council in terms of *the Act* and *this constitution* and includes disputes about –

(a) the creation of additional or reduction or amalgamation of *industry chambers;* and

(b) the interpretation or application of this *constitution.*

(2) Unless there is a collective agreement binding on the parties to the dispute that provides for an alternative procedure for resolving that dispute, all parties to the Council must refer their disputes to the Council for conciliation.

(3) If a party to the Council has referred a dispute for resolution in accordance with the procedure contained in a collective agreement as contemplated in sub-clause (2), that party to the dispute must notify the *secretary* in writing of –

(a) its intention to refer the dispute for conciliation in terms of that agreement within 30 days of the dispute arising; and

(b) the outcome of the conciliation and/or the consequential dispute resolution process.

(4) Despite sub-section (2), the *executive committee* may upon the request of the parties to the dispute as contemplated in that sub-section, authorise the parties to follow a dispute resolution procedure conducted outside the auspices of the Council.

(5) If the parties to a dispute have been authorised to follow a dispute procedure outside the auspices of the Council as contemplated in sub-clause (4), the parties must notify the *secretary* in writing of the outcome of the conciliation and/or consequential dispute resolution process.

(6) A referral of a dispute to the Council for conciliation must be made in writing to the *secretary* within the time period contemplated in *the Act* or any other relevant statute or collective agreement except that the Council may condone the late referral of a dispute for conciliation –

(a) subject to *the Act*, relevant statute or collective agreement; and

(b) on good cause shown.

(7) The party who refers the dispute must satisfy the *secretary* that a copy of the referral has been served on all other parties to the dispute.

(8) If satisfied that the referral has been served in compliance with sub-clause (6) and that none of the parties to the dispute fall outside the registered scope of the Council, the *secretary* must –

(a) if conciliators have been appointed in terms of clause 12(1), ensure that a person is appointed in accordance with the procedure contemplated in clause 12(4), for purposes of resolving the dispute through conciliation; or

(b) if conciliators have not been appointed in terms of clause 12(1), refer the dispute to the Commission for Conciliation, Mediation and Arbitration for conciliation in terms of *the Act*.

(9) If the conciliator or the Commission of Conciliation, Mediation and Arbitration is unable to resolve the dispute as contemplated in sub-clause (8), any party to the dispute may take steps to resolve the dispute in accordance with the relevant provisions of the *Act*.

(10) The provisions of sub-clause (2) and (4) do not prevent an official or an employee of the Council investigating a dispute or attempting to conciliate a dispute.

14. Resolution of disputes by arbitration

(1) In this clause, dispute means a dispute that may be referred to the Council in terms of *the Act* and *this constitution* that has been referred to conciliation in terms of clause 13, but remains unresolved, and –

(a) *the Act* requires it to be arbitrated[10] and a party to the dispute has requested that the dispute be resolved through arbitration;

(b) *this constitution* requires it to be arbitrated and a party to the dispute has requested that the dispute be resolved through arbitration; or

(c) all the parties to the dispute consent to arbitration.

(2) Subject to sub-clause (3), the referral of a dispute to the Council for arbitration must be made in writing to the *secretary* within 30 days of –

(a) the request contemplated in sub-clauses (1)(a) and (b); or

(b) the parties to the dispute having consented that the dispute be determined by arbitration.

(3) On good cause shown the Council may condone the late referral of a dispute for arbitration.

[10] The Act requires councils to arbitrate the following types of disputes: (1) Unfair dismissal disputes if: (a) the reason is related to the employee's conduct or capacity. (This does not apply to an employee's participation in an unprotected strike); (b) the reason is that the employer made continued employment intolerable; and (c) the employee does not know the reason for the dismissal. (See section 191(5)(a)). (2) Disputes about severance pay. (See section 196). (3) Unfair labour practice disputes excluding a dispute concerning unfair discrimination. (See item 2(1)(a) in Schedule 7 of the Act.) (4) Disputes in essential services as contemplated in section 74(1) of the Act.

(4) The party that refers the dispute for arbitration must satisfy the *secretary* that a copy of the referral has been served on all the parties to the dispute.

(5) If satisfied that the referral has been served in compliance with this *constitution*, and that none of the parties to the dispute fall outside the registered scope of the Council, the *secretary* must –

(a) ensure that a person is appointed in accordance with the procedure contemplated in clause 12(4) to arbitrate the dispute; or

(b) if arbitrators are not appointed in terms of clause 12(1) refer the dispute to the Commission for Conciliation, Mediation and Arbitration for resolution in terms of *the Act*.

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

(7) The arbitration proceedings must be conducted in accordance with the provisions of section 138[11] and 142 and, if applicable, sections 139, 140 and 141, of *the Act*, read with the changes required by the context.

[11] Note that in terms of section 138(10) of *the Act*, an arbitrator can make a cost order against a party that abuses the arbitration procedure.

15. Procedure for the negotiation of collective agreements

(1) The subject matter of collective agreements that may be negotiated / concluded in the Council, *relevant industry chamber* or at company/plant level is stipulated in Schedules 2; 3; and 4 respectively.

(2) Any party to the Council may introduce proposals for the conclusion of a collective agreement. However, where the proposals deal with the subject matter listed in --

(a) Schedules 2 and 3, these proposals must be negotiated in accordance with the procedure outlined in this clause; or

(b) Schedule 4, these proposals must be negotiated in accordance with the procedures contained in *the Act* or in an applicable collective agreement.

(c) In the event of a dispute arising as to the level at which a matter of mutual interest is negotiated which is not expressly referred to in Schedules 2, 3 or 4, then the dispute over that issue must be referred to the *executive committee*. The *executive committee* must determine where that issue should be negotiated. In the absence of consensus in the *executive committee* on this matter, any party to the Council may take such further steps as may be available to it under this *constitution* or in terms of any other law.

(3) The proposals contemplated in sub-clause (2)(a) must be submitted to the *secretary* in writing. However, wage and wage-related proposals may only be submitted in the first week of ******** unless the Council agrees otherwise.

(4) Within 14 days of submission of these proposals, the *secretary* must serve copies of the proposals on the other parties to the Council or *relevant industry chamber* as the case may be.

(5) Within 21 days of submission of these proposals, the *secretary* must liase with the *executive committee* to consider the proposals and to decide on a process for negotiating on the proposals, including –

(a) whether the negotiations or consequent collective agreements are required to be conducted and entered into by the Council or a *relevant industry chamber*;

(b) whether the *executive committee* should establish sub-committee(s) to assist the Council in the negotiation of national collective agreements; and

(c) subject to sub-clauses (6); (7) & (8), the timetable for commencing and conducting of negotiations, except that in relation to negotiations in *relevant industry chambers*, this must be done after consultation with the parties to those chambers.

(6) The Council or *industry chamber* must meet at least twice within 30 days of the commencement date specified in sub-clause 5(c) to negotiate on the proposals and any counter proposals presented to it for consideration in terms of sub-clause 5(a), unless a collective agreement has been concluded at the first meeting.

(7) If a collective agreement has not been concluded at the second meeting contemplated in sub-clause (6), or any subsequent meeting –

(a) any party may declare that a deadlock has been reached on the matter by submitting a written notice to this effect to the *secretary* and the other parties to the Council; and

(b) subject to sub-clause (8) –

(i) the parties may agree to refer the dispute to arbitration; or

(ii) any party to the dispute may --

(aa) resort to a strike or a lock-out that conforms with the provisions of Chapter IV of *the Act*; or

(bb) refer the dispute to arbitration if *the Act* requires that the dispute be referred to arbitration.

(8) The dispute resolution procedures contemplated in sub-clause (7)(b) may only be commenced at least 30 days after the date of the notice of deadlock referred to in sub-clause 7(a).

(9) The provisions of sub-clause (8) do not preclude the *executive committee, industry chamber* or a party from taking any other steps it considers appropriate, including the appointment of a conciliator, to facilitate further negotiations, prior to the dispute resolution processes contemplated in sub-clause (7).

(10) In the event of a dispute being referred to arbitration, the provisions of clauses 14(2) - (7) apply, read with the changes required by the context requires.

(11) In the event that a collective agreement is concluded in an *industry chamber*, the chamber must refer the collective agreement to the Council for ratification at its next meeting, and –

(a) if the subject matter of the collective agreement falls within the powers, functions and scope of that *industry chamber,* the Council must ratify the agreement; or

(b) if the subject matter of the collective agreement does not fall within the powers, functions and scope of that *industry chamber,* the Council may –

(i) ratify the agreement;

(ii) refer the agreement back to that *industry chamber* with a direction to make the necessary amendments and thereafter submit the amended agreement for ratification as contemplated in this clause, or

(iii) refuse to ratify the agreement.

(12) The implementation date for any collective agreement on matters contemplated in Schedules 2 & 3 is usually ********* unless an agreement specifically provides otherwise.

16. Exemptions from collective agreements

(1) Within 90 days of *this constitution* being registered, the Council must establish a National Exemptions Committee to consider all applications for exemption from collective agreements concerning subject matters listed in Schedules 2 & 3.

(2) (a) The National Exemptions Committee must consist of as many persons as the Council considers appropriate and the Council must appoint these persons by consensus.

(b) Members of the National Exemptions Committee may not be –

(i) employers or employees within the registered scope of the Council; or

(ii) office bearers or officials of the parties to the Council.

(3) The Council must -

(a) designate persons from amongst the members of the National Exemptions Committee who will serve as the Committee's chairperson and deputy-chairperson;

(b) provide the National Exemptions Committee with the administrative support necessary to enable it to perform its functions; and

(c) determine the terms and conditions of appointment of members of the National Exemptions Committee.

(4) All applications for exemption must be made to the Council for consideration by the National Exemptions 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.

(5) The National Exemptions Committee must determine its own procedures for considering applications for exemption and conducting its business except that its functions may not be delegated.

(6) The procedures contemplated in sub-clause (5) must include a procedure for –

(a) ensuring that all applications for exemption are preceded by consultations between employers and employees 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.

(7) When considering an application for exemption, the National Exemptions 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 made by the employees likely to be affected by the application;

(d) the circumstances prevailing in the sector as a whole or the industries likely to be affected by the application; and

(e) whether the granting of the exemption will prejudice the objectives of the Council.

(8) The decision of the National Exemptions Committee will be final and binding.[12]

17. Finances

(1) The Council must open and maintain an account in its name at a bank of its choice that is registered in the Republic, and –

(a) deposit all moneys it receives in that account within three days of receipt; and

(b) pay the expenses of and make all payments on behalf of the Council by cheques drawn on that account.

(2) The Council may invest any surplus funds not immediately required for current expenses or contingencies, in –

(a) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);

(b) savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;

(c) a registered unit trust;

[12] This decision is nonetheless still subject to review by the Labour Court.

(d) any other investment approved by the registrar.

(3) All payments from the Council's funds must be –

(a) approved by the Council;

(b) paid only in respect of expenses reasonably incurred;

(c) paid only in respect of claims supported by appropriate voucher(s); and

(d) made by cheque drawn on the Council's bank account and signed by the *chairperson* or *deputy-chairperson* and counter-signed by the *secretary*. However, the Council, by special resolution, may authorise any representative in the Council, official or employee of the Council to sign or counter-sign cheques drawn on the Council's bank account in the event of both the *chairperson* and the *deputy-chairperson* or the *secretary* not being readily available for that purpose.

(4) (a) Despite sub-clause (3), the Council may maintain a petty cash account, out of which the *secretary* may make cash payments and each payment from this account may not exceed an amount as may be determined by the *executive committee*.

(b) Funds required for the petty cash account may be transferred to that account only by drawing a cheque issued and signed in the manner required by sub-clause (3)(d).

(c) Except with the approval of the Council, amounts drawn to transfer funds to petty cash per month in aggregate may not

exceed an amount as may be determined by the *executive committee*.

(d) The Council may determine the form of records to be kept for the petty cash account.

(5) The *secretary* must prepare a monthly statement showing the income and expenditure of the Council for that month, and another reflecting the assets, liabilities and financial position as at the end of that period. This statement must be submitted at the first meeting of the *executive committee* after the preparation of the statement.

(6) The financial year of the Council begins on 1 September in each year and ends on 31 August of the following year, except for the first financial year, which begins on the day that the Council is registered and ends on 31 August 1999.

(7) No later than one month after the end of the financial year, the *secretary* must prepare a statement of the Council's financial activity in respect of that financial year showing –

(a) all moneys received for the Council –

(i) in terms of any collective agreement published in terms of *the Act*; and

(ii) from any other sources;

(b) expenditures incurred on behalf of the Council under the following heads –

(i) remuneration and allowances of its officials and employees;

(ii) amounts paid to representatives or alternates as compensation for expenses incurred by them in respect of travelling, accommodation and meals arising from their attendance at Council, *industry chamber* or *executive committee* meetings or in the course of performing work on their behalf;

(iii) remuneration and allowances of members of the panel of conciliators and arbitrators and members of the National Exemptions Committee;

(iv) office accommodation and venues for meetings of the Council, *industry chamber, executive committee,* the National Exemptions Committee and other structures or committees of the Council; and

(v) printing and stationery requirements; and

(vi) miscellaneous operating expenditure; and

(c) the Council's assets, liabilities and financial position as at the end of that financial year.

(8) (a) The annual financial statements must be signed by the *secretary* and counter-signed by the *chairperson*, and submitted to an auditor for auditing and preparing a report to the Council.

(b) True copies of the audited statements and the auditor's reports must be made available for inspection at the office of the Council to members and representatives of the parties, who are entitled to make copies of those statements and the auditor's report.

(c) The *secretary* must send certified copies of the audited financial statements and the auditor's report to the registrar within 30 days of receipt thereof.

(9) Every year the *secretary* must prepare, for submission at the annual general meeting of the Council, a budget for the Council for the next financial year.

(10) At the annual general meeting the Council must appoint an auditor to perform the audit of the Council for the next year.

18. Winding-up

(1) At a special meeting called for that purpose, the Council, by resolution adopted by a majority of the total number of representatives in the Council, may decide to be wound up.

(2) Upon adoption of a resolution to wind up, the *secretary* must take the necessary steps to ensure that –

(a) application is immediately made to the Labour Court for an order giving effect to the resolution; and

(b) the Council's books and records of account and an inventory of its assets, including funds and investments, are delivered to the liquidator appointed by the Labour Court, and that whatever may be necessary is done to place the assets, funds and investments of the Council at the disposal and under the control of the liquidator.

(3) Each party to the Council remains liable for any unpaid liabilities to the Council as at the adoption of a resolution to wind up the Council.

(4) If all the liabilities of the Council have been discharged, the Council must transfer any remaining assets to –

(a) a bargaining council within the same or similar sector; that has been agreed upon at the special meeting referred to in sub-clause (1);

(b) the Commission for Conciliation, Mediation and Arbitration, if –

(i) there is no bargaining council within the same or similar sector; or

(ii) the parties to the Council fail to agree on a bargaining council that is to receive the remaining assets.

19. Schedules and annexures

For purposes of interpreting and applying this constitution, the schedules and annexures to *this constitution* must be read as one with *this constitution*.

20. Changing the constitution, the name of the Council and annexures

(1) The Council may change *this constitution* or its name at any time –

(a) by a resolution adopted by unanimous vote of all the representatives in the Council on a motion to change tabled without prior notice; or

(b) by a resolution adopted by at least two thirds of all the representatives in the Council after at least –

(i) one month's notice of that motion to change had been given to the *secretary*; and

(ii) two weeks' notice of that motion had been given to all the other representatives.

(2) Any change to *this constitution* or the name of the Council becomes effective after the resolution effecting that change has been certified by the registrar in terms of *the Act*.

(3) Any change to or substitution of an annexure[13] becomes effective –

(a) in respect of Annexures A, B and E, on the date that the *secretary* makes the appropriate entry on the annexure or in accordance with any other decision of the Council or *industry chamber*; and

(b) in respect of Annexures C, D, F and G, on the date when the Annexure is lodged with the *secretary*.

21. Definitions

In *this constitution*, any expression that is defined in *the Act* has that meaning and unless the context otherwise indicates, the word –

"**chairperson**" means the *chairperson* of the Council who, by virtue of that office, is also the *chairperson* of the *executive committee*;

[13]See clauses 5(4)(b), 5(13) & 9(4) for changes to or substitution of annexures.

"**day**" means calendar day;

"**deputy-chairperson**" means the deputy-chairperson of the Council who, by virtue of that office, is also the deputy-chairperson of the *executive committee;*

"**executive committee**" means the executive committee established in terms of clause 7;

"**secretary**" means the secretary of the Council;

"small and medium enterprises" means an enterprise employing a maximum of 50 employees;

"**industry chamber**" means the industry chamber contemplated in clause 9 and the words "***relevant industry chamber***" bear the same meaning;

"**the Act**" means the Labour Relations Act, 1995 (Act No. 66 of 1995), as amended; and

"**this constitution**" includes the section numbers and the schedules but does not include the page headers, footnotes and annexures.

SCHEDULE 1

DESCRIPTION OF INDUSTRIES

A. FIBRE AND PARTICLE BOARD

The manufacture of wood and bagasse based fibreboard and particleboard panels in both raw and upgraded form and including the upgrading of such product by the application of the same and/or other material and includes incidental activities.

B. SAWMILLING INDUSTRY

(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, planning or conversion of 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) This industry excludes the following activities where such activities do not take place together with any other activities mentioned in (a) -

(i) Joinery;

(ii) The manufacture of wagons, carts and boats;

(iii) The manufacture of coffins;

(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;

(v) The manufacture of containers or components of containers that are intended or used for the packing or marketing of agricultural products.

(d) 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 concern the lumber, planks, etc. produced from their own sawmilling activity are processed further into furniture.

C. **PULP AND PAPER**

The manufacture of pulp, paper, dissolving pulp and paper board and includes incidental activities.

D. **TISSUE AND ALLIED PRODUCTS**

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.

E. PAPER DISTRIBUTORS

The supply of printers' supplies and other materials utilised by the graphic arts industry in general and includes incidental activities.

SCHEDULE 2

NATIONAL BARGAINING COUNCIL - POWERS, FUNCTIONS AND NEGOTIATING SCOPE

1 Enforcement of agreements

2 Exemptions and extensions

3 Unemployment funds

4 Sector retirement funds (establishment and/or amalgamation)[14]

5 Sector medical schemes (establishment and/or amalgamation)[15]

6 Sector policy and structures

7 Sector levies (National Bargaining Council)

8 Deal with legislation affecting the sector

9 Liaison with Government, Nedlac and other institutions

10 Framework (procedural) agreements on -

10.1 productivity

10.2 industrial restructuring

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[14] Note that the amalgamation can only occur with the consent of the incumbent trustees of the affected funds as provided for in the Pension Funds Act, 1956. This entails inter alia acquiring the consent of the incumbent trustees for the amalgamation.

[15] Note that the amalgamation can only occur with the consent of the incumbent trustees of the affected funds as provided for in the Medical Schemes Act, 1998. This entails inter alia acquiring the consent of the incumbent trustees for the amalgamation.

10.3 safety, health and environment

10.4 job grading

10.5 job creation; and

10.6 job security / retrenchment

11 Liaising with SETA on training and development.

12 Dispute resolution mechanisms

SCHEDULE 3

INDUSTRY CHAMBER - POWERS, FUNCTIONS AND NEGOTIATING SCOPE

1 Wages e.g. -

1.1 minimum wages; and

1.2 rand or actual percentage increases on actual wages

2 Shift allowances

3 Industry-specific industrial policy and structures

4 Deal with industry-specific legislation

5 Industry-specific liaison with Government, Nedlac and other institutions

6 Actual terms and conditions of employment in respect of e.g. -

6.1 leave

6.2 sick leave

6.3 maternity leave

6.4 paternity leave

6.5 child care leave

6.6 annual bonus

6.7 hours of work; and

6.8 compassionate leave

7 Industry-specific training and development include Adult Basic Education

8 Dispute resolution

9 Public holidays

10 Industry-specific framework (procedural) agreements on -

10.1 job-grading

10.2 job creation; and

10.3 job security / retrenchment

11 Additional benefits / contributions / deductions relating to –

11.1 retirement funds; and

11.2 medical schemes

SCHEDULE 4

COMPANY / PLANT LEVEL - POWERS, FUNCTIONS AND NEGOTIATING SCOPE INCLUDES

1 Employment Equity / Affirmative Action

2 Productivity

3 Performance / productivity bonus

4 Workplace restructuring (e.g. shift pattern changes)

5 Company / Plant specific training and development

6 Dispute resolution

7 Public holidays

8 Actual implementation of safety, health and environment agreements

9 Company / Plant – specific agreements on –

9.1 job grading

9.2 job creation; and

9.3 job security / retrenchment

10 Company specific -

10.1 retirement funds; and

10.2 medical scheme

11 Arrangements on actual hours of work

ANNEXURE A - PART I

1 The Association of Paper Distributors.

2 The Employers' Association for the Fibre and Particle Board Industry.

3 The Employers' Association for the Pulp and Paper Industry.

4 The Employers' Association for the Sawmilling Industry.

5 The National Tissue and Allied Product Employers' Association.

ANNEXURE A - PART II

1 Chemical, Energy, Paper, Printing; Wood and Allied Workers Union.

2 Solidariteit.

3 United Association of South Africa.

SIGNED AT JOHANNESBURG ON THIS 17th DAY OF MARCH 2004

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ACTING CHAIRPERSON

.....

ACTING DEPUTY CHAIRPERSON

.....

ACTING SECRETARY