

## DEPARTMENT OF LABOUR

NO. R. 709

10 JUNE 2016

## LABOUR RELATIONS ACT, 1995

**LABOUR RELATIONS ACT, 1995: NATIONAL BARGAINING COUNCIL FOR THE WOOD AND PAPER SECTOR: EXTENSION OF COLLECTIVE AGREEMENT ON CONDITIONS OF SERVICE FOR THE PULP AND PAPER SECTOR TO NON PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(2) read with section 32(5) and section 32(8) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Wood and Paper Sector** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Sector, with effect from the second Monday after the date of publication of this Notice and for the period ending **31 December 2018**.

**MN OLIPHANT  
MINISTER OF LABOUR**

**SCHEDULE**

**THE NATIONAL BARGAINING COUNCIL FOR THE WOOD AND PAPER SECTOR**

(Hereinafter referred to as "the Council")

**COLLECTIVE AGREEMENT ON CONDITIONS OF SERVICE FOR THE PULP 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 PULP AND PAPER INDUSTRY**

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

and

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

**UASA-THE UNION**

and

**SOLIDARITEIT/SOLIDARITY**

(hereafter referred to as the "employees' or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Wood and Paper Sector

**PART A: SCOPE OF APPLICATION AND DEFINITIONS****1. SCOPE OF APPLICATION**

- 1 The terms of this Agreement shall be observed in the Pulp and Paper Sector of the Wood and Paper as defined in the registered scope of the National Bargaining Council of the Wood and Paper Sector-
  - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions and who are engaged or employed in the Pulp and Paper Sector;
  - (b) In the Republic of South Africa.
- 2 Notwithstanding the provisions of sub-clause 1, the terms of this Agreement shall –
  - (a) only apply in respect of employers and employees who fall within the bargaining unit;
  - (b) not apply to full-time students and scholars who have obtained employment within the Industry during vacation periods.
- 3 The terms of this Agreement shall not apply to non parties in respect of clauses 1(1) (a), 2 and 25(2).

**2. PERIOD OF OPERATION OF AGREEMENT**

- 1 This Agreement shall come into effect on such date as the Minister of Labour extends the Agreement to non-parties, and shall remain in force for the period ending for the period ending **31 December 2018**.
- 2 This agreement shall come into operation in respect of non parties, on a date to be determined by the Minister of Labour and shall remain in force until force for the period ending **31 December 2018**.

**3. DEFINITIONS**

Any expressions used under this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females, and vice versa; further, unless inconsistent with the context-

**“Act”** means the Labour Relations Act, 1995 (Act 66 of 1995) as amended from time to time;

**“Accounts payable supervisor”** means an employee who ensures accurate and timeous payment to all suppliers, reconciliation of supplier statements and processing of general ledger. Supervises accounts payable staff;

**“Administrative”** means an employee who carries out all administration related work in an office environment. Tasks can be performed after minimal training and usually reports to the Departmental Manager.

**“Administrative clerk”** means an employee who carries out varied clerical duties of a routine nature. Activities are short cycled, repetitive and is not responsible for the supervision of others. Tasks can be performed after minimal training and usually reports to the senior or chief clerk;

**“Administrative clerk-general”** means an employee who carries out varied clerical duties of both a routine and non-routine nature. Jobs are short cycled, repetitive and is not responsible for the supervision of others and usually reports to a senior clerk or chief clerk;

**“Administrator Risk Controller”** means an employee that assist the risk control manager in providing an efficient risk control service to the mill in terms of the OHS Act;

**“Agreement”** means the Collective Agreement on Conditions of Service for the Pulp and Paper Sector.

**“Air conditioning Technician”** means an employee who assembles, installs, maintains and repairs industrial, commercial and domestic air-conditioning and refrigeration systems and equipment;

**“Annual leave cycle”** means the period of twelve (12) months employment with the same employer immediately following an employee's commencement of employment or following the completion of that employee's existing leave cycle, as the case may be.

**“apprentice”** means an employee serving under a written contract of apprenticeship recognised by the Council, or registered under the Skills Development Act, 1998.

**“Area Planner Assistant”** means an employee who provides a QA function for motor/Electrical equipment and helps the administration of SAP R/3 PM Module as well as to assist the engineering management with planning administration. Performance reports that aid productivity and labour utilization;

**“Artisan”** means an employee who has been certified as competent to perform a listed trade after undergoing a trade-test and is registered on the register for artisans for that trade;

**“Artisan Aid”** means an employee who assists an artisan in execution of their maintenance duties. He is responsible to ensure that all work material for any task assigned are in order and available as and when required. The detailed activities depend on the artisan's area of skill;

**“Artisan assistant”** means an employee who assists an artisan in the normal routine duties and area of activities depends on the industry and artisan's area of skill. The

employee receives detailed instructions on work to be done and usually reports to a chargehand or foreman;. This will include all trades.

**“artisan work”** means skilled work normally performed by a qualified artisan, recognised as such by the Council.

**“Assistant Winderman:** means an employee who converts jumbo reels into customer specific reels and oversees the effective operation of the Winder Section.”

**“Bargaining unit”** means the occupational categories of employees covered by the provisions of this agreement who are identified in clause 27 of this agreement;

**“Bagasse slab supervisor”** means an employee who ensures the efficient receipt and storage of bagasse at the respective slabs so that optimum production rate is maintained on a continuous basis;

**“Baleman”** means an employee who operates the bale press section of wet lap machine to bale wet laps of pulp into specified bale sizes and to safely secure the wires to the pulp bales, record the bale count and mark bales;

**“Baler Attendant”** means an employee who operates the bailer equipment with a responsibility of removing all paper production off cuts/broke. The job activities are short cycled, repetitive and task can be performed after minimal training;

**“Bale cutter”** means an employee who is responsible for cutting and removing wires from the pulp or paper bales. He is responsible for ensuring that wires are recycled for good housekeeping purposes and is an assistant to the Bale Repulper Operator;

**“Bale Repulper Operator”** means an employee who operates bale repulper machine, monitors, controls, records process parameters and corrects any deviation to optimise quality and quantity within the process parameters. He is also responsible to ensure that repulper levels are maintained at all times;

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

**“Bell logger driver”** means an employee who operates a bell logger within and inside the organization’s premises;

**“Bielomatik Operator”** means an employee who operates the Bielomatik machine with an intention to ensure that the paper cut size is up to the required standard. He is responsible for the quality of the wrapping, correct ream per pallet and correct pallet labels;

**“Board edger operator”** means an employee who operates a small section of a process plant by monitoring and controlling gauges and instruments within prescribed limits. He may also be required to perform various duties in connection with the operating of the plant;

**“Board Grader”** means an employee who operates a small section of a process plant by monitoring and controlling gauges and instruments within pre-determined limits;

**“Boiler Attendant”** means an employee that is responsible for maintain and operating the Boiler to ensure the correct water level, steam temperature, pressure and load and efficiency;

**“Boiler house Senior Operator”** means an employee that operates the Boilers according to set parameters via the DCS and to ensure absolute efficiency and availability of the plant for steam generation;

**Boilermaker”** Means an employee with a Boilermaker or Welder/Plater trade test who performs specialized maintenance and breakdown repairs to plant equipment. Performs statutory inspections, manufactures/fabricates specific equipment;

**“Boiler Operator”** means an employee who reads and records instrumentation and correctly records it in the data management system (or log book). He is also responsible for continuous checking of boilers, compressors and auxiliary equipment, removal of ash in coal-bunker, and keeping area clean and tidy;

**“Boiler Operator Assistant”** means an employee who serves as an assistant to the boiler operator, The job activities are short cycled and repetitive and consist of a few (or series) of routine tasks;

**“Broke Attendant”** means an employee who operates the broke repulper machine by monitoring and controlling repulper levels. He is responsible for a good housekeeping;

**“Broke Supervisor”** means an employee who manages the storage and conveying of broke from Finishing House to the paper machines;

**“Buyer”** means an employee who procures goods & services (engineering related) according to Company policies & procedures. They evaluate supplier capabilities & performance, establish supplier library. Amongst other key roles, they negotiate with vendors, perform cost analysis, liaising with end users for best options, expediting orders, price queries, specifications & classifications;

**“CAD Operator”** means an employee whose responsibility is to draw and update Process and Instrumentation Diagrams. They are responsible for the upkeep of equipment database and flow diagrams;

**“call-out”** means any period of work in which an employee who is off duty is required to report for duty at a specified time outside his normal hours of work in respect of which he has not received prior notice, and in relation to a shift worker if he is required to report for duty with less than eight hours' notice;

**“Call-out”** means any period of work required of an employee outside his normal hours of work to report for duty at a specified time.

**“Cartoniser/Lidder Operator”** means an employee who operates the Bielomatik machine with an intention to ensure that the paper cut size is up to the required standard. He is

responsible for the quality of the wrapping, correct ream per pallet and corrects pallet labels.

The duties are of similar nature to the Bielomatik Operator;

**“Catch Attendant”** means an employee serves assistance to the Folio Operator. Job activities are short cycled and repetitive and consist of a few (series) of routine task;

**“Chargehand Logistics”** Employee who uses a computer to plan and build paper loads, pre- scan the loads in the designated areas, view the loads for correctness and any damage. He needs to report any discrepancies on the scanned loads and ensure that shippable stock corresponds with planned loads;

**“Checker”** means an employee who checks picked orders against documentation. He packs items into cartons and ensures label documentation is correct;

**“Chemical Technologist”** means an employee that provides analytical support for product application, development projects and Technical Services Personnel, as well as during plant trials;

**“Chipper operator”** means an employee who is responsible for the operation a chipper. He is also responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**“Clarification operator”** means an employee who operates and controls the Clarification plant optimizing throughput and minimizing downtime while adhering to company safety standards. This will ensure quality water is provided to the machine while the sludge dryness is optimized;

**“Clerical”** means an employee who carries out varied clerical duties of both routine and non-routine nature. Job are short cycled, repetitive and is not responsible for the supervision of others and usually reports to a senior clerk or chief clerk;

**“Coal Crane driver”** means an employee who operate both overhead and mobile crane indoors and outdoors feeding coals into the boilers. He may also operate a gantry crane at ground level or in cab;

**“Coal Handler”** means an employee who receives coal stock on delivery by suppliers. He is responsible for ensuring constant supply of coal into the boilers;

**“Coating Analyst”** means an employee who conducts routine and non routine sample analysis of coating and delivered chemicals in support of business while adhering to Sherq standards

**“Coating Plant Operator”** means an employee who starts up, shuts down, monitors, controls and maintains normal operation of the coating plant.

**“Colour kitchen Operator”** means an employee who prepares slurries, coating colours, starch solutions, and other chemical solutions used to manufacture board on BM3 & 6 machines.

**“Component Controller”** means an employee that supplies the machine with packing material and reel stock;

“**Contribution**” means the amount of money payable to the funds of the Council as determined from time to time.

“**Cook Controller**” means an employee who is responsible for loading and cooking of woodchips in the MgO<sub>2</sub> Digesters responsible for managing the cooking process ensuring that required standards are met;

“**Core Cutter**” means an employee who operates the core cutter machine for the purpose of correctly sizing the cores. He is responsible for ensuring quality of sizing;

“**Crane & Hydraulics Artisan**” means an employee with an Electro-mechanician trade test Performs specialized service Performs repairs and maintenance to a wide range of cranes and hydraulic units e.g. lifts/elevators, gantry crane;

“**Crane Operator**” means an employee who operates both an overhead and mobile crane indoors and outdoors. He may also operate a gantry crane at ground level or in cab. He is also responsible for handling of large equipment in workshops, production areas and stores;

“**Croc Operator**” means an employee who operates a croc and whose job activities are short cycled and repetitive and consist of a few (or series) routine tasks;

“**Cycle Counter**” means an employee who performs a variety of complex tasks related to the cycle counter using equipment that is relatively sophisticated;

“**Council**” means the National Bargaining Council for the Wood & Paper Sector registered in terms of the Act;

“**Cutter Feeder**” means an employee who manipulates reels on and off the Cutter back-stands.

“**Cutterman**” means an employee who converts reels into customer specific sheets.

“**Day**” means a calendar day and the first day of any period is excluded and the last day is included. “Day” also includes the period of 24 hours from midnight to midnight, unless otherwise agreed or determined by exemption. In the case of a shift worker it means a period of 24 hours reckoned from the time an employee commences work, unless otherwise agreed or determined by exemption.

“**Data Capturer**” means an employee who captures data via terminals, tape encoders and punches key to disc keyboards. He may also act as a verifier by checking the work of colleagues;

“**Designated Agent**” means a designated agent appointed by the Minister in terms of the provisions of section 33 of the Act.

“**Design Draughtsman**” means an employee who prepared drawings by means of CAD in order to implement new projects and modifications/additions in the plant machinery;

“**Despatch Clerk**” means an employee who performs various clerical duties within the distribution function. Ensures that despatch details are recorded and submitted for invoicing or are filed;

“**Despatcher**” means an employee who receives product from production machines, manufacturing warehouse and safely stack in bays. The employee scans product into bays, ensure optimal bay maintenance, and bay optimisation. The employee loads and offloads vehicles, creating required documents on system.



“**Diesel Mechanic**” means an employee with a Diesel Mechanic Trade test who performs planned maintenance and breakdown work to transport fleet so as to ensure optimum availability;

“**Driver**” exclusively engaged in driving cars and light motor vehicles to and from various locations to collect and deliver goods/documents/ people. He is also responsible for cleaning and routine maintenance of vehicle(s). Usually reports to Transport/Distribution Manager/ Administration Manager;

“**Driver Loco**” means an employee that performs visual pre-start checks on locomotive to ensure safe and efficient startup & operation in accordance with the standard operating procedures;

“**Driver/storeman**” means an employee who drives light motor vehicles to and from various locations to collect and deliver goods/documents. In addition to driving duties he is also responsible for handling the physical receipt of goods into the storage facility and their appropriate storage and coding;

“**Dryerman**” means an employee who operates the Pope reeler, monitors the drying operation, dryer section equipment and paper quality.

“**Dryer Operator**” means an employee who is responsible for the operation of the drier. He is also responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation;

“**Driver Svet/Gantry Drivers**” means an employee that offload wood from road and rail vehicles and feed hardwood and softwood systems in a safe and efficient manner;

“**Effluent Officer**” means an employee that inspects the beaches and rocky outcrops and reports surf conditions in respect to effluent and assess nature and extent of foam formation. Ensures that effluent and storm water plant operate satisfactory;

“**Electrician**” Means an employee with an Electrician trade test Performs specialized service, repairs and maintenance to wide range of in area of responsibility to ensure optimum availability and efficiency of equipment;

“**Emergency services**” and “**emergency work**” means any work which is required to be done immediately owing to operational requirements for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work.

“**Employer**” means any person whomsoever who employs or provides work for any other person and who remunerates or expressly or tacitly undertakes to remunerate him or who, subject to Section 3 of the Act, permits any other person whomsoever in any manner to assist him in the carrying on or conducting of his business or undertaking and ‘employ’ has a corresponding meaning;

“**Engineering Administrator**” means an employee who performs varied clerical duties related to the planning function and is responsible for the full clerical function;

**“Education Training and Development (ETD) Practitioner”** means an employee that is responsible for company skills development, internal plant training / competencies, legal compliance licensing, training material design and administration of apprenticeships / learner ship;

**“Extra heavy duty driver”** means an employee who is engaged in driving extra heavy motor vehicles with a gross vehicle weight of 15000 kg or more. He drives to and from various locations collecting and delivering goods, records deliveries, may take orders, cleans and carries out routine maintenance on the vehicle;

**“Filing Clerk”** means an employee who is responsible for filing of hard copy documentation, scanning and filing of electronic documents according to allocated codes and classification;

**“Financial Assistant”** means an employee Oversee the financial section to ensure accurate and timeous recording of transactions in the financial statements that complies to IFRS, GAAP and Tax laws and to contribute to the growth and profitability of the mill;

**“Fire Assistant”** means employee who performs his duties under minimal supervision of a Mill Risk Officer. Maintain emergency equipment in a serviceable and reliable condition, by regular inspections as per inspection frequency (monthly). Added are fixed fire protection installations (Detection and Sprinkler systems) that require checking and washing or replacing of filters. Conducts patrols in the Mill to identify deviations from the SHEQ policy, and institutes corrective action when necessary and reports to the Mill Risk Officer/ Fire Specialist;

**“Fire Officer”** Means an employee who performs fire prevention/protection services and emergency medical services;

**“FIS Operator”** means an employee who operates the FIS equipment in order to strap, wrap and produce labelled pallets.

**“Fitter”** Means an employee with Fitting trade test and assembles metal parts and sub-assemblies to fabricate production machines and other equipment;

**“Fitter and Turner”** Means an employee with a Fitting and Turning trade test who fits, assembles, grinds and shapes metal parts and sub-assemblies to fabricate production machines and other equipment;

**“Folio Operator”** “means the employee who operates the folio machine who is responsible for sheeting paper by cutting the required size and also according to the specified standards. He is responsible for the quality of paper sheeted;

**“Forklift Driver”** means an employee who operates forklift (counterbalanced or pedestrian operated) within organization’s premises;

**“Fork truck driver”** “means the employee who drives light motor vehicles with in the Mill specific areas. His main responsibility to ensure production goods are transported and collected from time to time within the different sections in the plant;

**“Fork and clamp truck driver”** means the employee who drive light motor vehicle and also have an extensive ability to operate the clamp in the fork truck. He is also responsible of goods removal and collection to all necessary locations including goods drop off to the stores department;

**“Front End Loader Driver”** means an employee who operates a front end loader which includes moving sand, coal and mineral ore. He may also be responsible for routine checks and reporting of defects;

**“General Worker”** means an employee whose job activities are short cycled and repetitive and consist of a few (or series) of routine tasks. Activities may include various general activities including but not limited to carrying; lifting; loading and unloading; cleaning or washing premises, furniture, vehicles, containers or other articles; opening and closing doors; removing refuse; stamping and stenciling containers or parcels; laundry and gardening;

**“Greaser”** means an employee who lubricates plant and equipment to prevent failures and downtime.

**“Grinderman”** Means an employee who is responsible for maintaining and improving the integrity of the company assets (grinder) and systems through the machines, processes, equipment and people;

**“Handyman”** means an employee who works independently carrying out a variety of repair, installation and related odd jobs around the company's premises which do not require the attention of an artisan;

**“Heavy Duty Driver”** means an employee who holds a 'heavy' or 'public service vehicle' license and is engaged in driving heavy motor vehicles but excluding vehicles with a gross vehicle weight of not more than 15 000 kg. He also drives to and from various locations, collecting and delivering goods. Records deliveries and may take orders. Cleans and carries out routine maintenance on the vehicle;

**“Human Resources Administrator”** is an employee that enables professional HR management by providing an efficient and effective administration and support function to the business;

**“Hydraulic Table Operator”** means an employee who is responsible for the operation of a hydraulic table and operates a small section of a process plant by monitoring and controlling gauges and instruments within prescribed limits. He may also be required to perform various duties in connection with the operating of the plant;

**“Instrument Mechanician”** Means an employee with a Instrumentation trade test Installs, modifies, maintains and repairs electronic instruments and control systems;

**“Internal security officer”** means an employee who is responsible for the policing of the company’s property, building, premises, for internal and external security, and for the control of the watchmen and guards;

**“Issuer”** means employee who ensure the accurate data has been received and maintain all administration matters regarding the issue of stock or goods in Stores. He is responsible of tracking and ensuring the availability of stock at all times by communicating with the Store Manager. He may also carry out certain clerical functions such as completion of goods issued dockets and entry of bin cards;

**IT Technician”**: means an employee who provides a development service to install, setup, and configure new and old IT equipment for users such as personal computers, printers and scanners for staff across organisations;

**“Junior Store man”** means an employee who responsible for accurate data capturing of stock received. His responsibility is to ensure that correct items are captured on the system and are transferred to correct locations at all times;

**“Knife Grinder”** means an employee who operates a knife grinder and who is responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**“Knife Helper”** means an employee who is an assistant to a knife grinder, whose job activities are short cycled but semi-repetitive and require definite technical skills;

**“Laboratory Technician”** means an employee who prepares test samples of materials used in production, components and conducts routine physical and/or chemical tests to ensure conformity to established specifications. He is responsible for the analysis of qualitative and quantitative tests by recording and computing pertinent data, maintaining the laboratory equipment and for ordering replacement parts when necessary;

**“Laboratory Supervisor”** means an employee who is responsible for the supervision of the laboratory assistants and technicians who are employed in the laboratory. He is also responsible for general labour control and continuous productivity of the laboratory area under his control;

**“Layboy Operator”** means an employee who prepares pallets for processing and operates the Layboy. The employee also links off-put pallets to the on-put reels.

**Learner “s 18(2)”** means a Learner as defined in s18.2 of the Skills Development Act. i.e. A Learner who was not in the employment of the employer party to the learnership agreement concerned when the agreement is concluded;

**“Light Motor Vehicle Driver”** means an employee who is exclusively engaged in driving cars and light motor vehicles to and from various locations to collect and deliver goods,

documents and people. He is also responsible for cleaning and routine maintenance of vehicle(s);

**“Lister”** means an employee that processes finished product and lists the tonnage produced and ensures that all relevant information is correctly displayed on the product. The employee also prepares and manipulates reels to allocated bays while maintaining house-keeping and assisting with feeding and general shut work;

**“Log quality inspector”** Means an employee who inspects all incoming timber to ensure compliance with production requirements;

**“lubricator”** means an employee who performs essentially repetitive tasks which require an elementary appreciation of the lubrication process involved;

**“Machine man”** Means an employee who is responsible for the operation and monitoring of board/paper/pulp machine to ensure that the final product is according to the required quality specifications;

**“Manipulator Operator”** means an employee who ensures pallets are packaged correctly and loaded onto the FIS line.

**“Material handler”** means an employee who performs essentially repetitive tasks which require an elementary appreciation of the material handling process involved;

**“Materials Inspector”** means a person who inspects material, products, and work in progress for conformance to specifications and adjusts process to meet the standard require;

**“Milling Operator Assistant”** means an employee who operates a small section of a process plant by monitoring and controlling gauges and instruments within prescribed limits in the board/ pulp or paper machines; e.g Dryer, Winder, Baling line, Wet End assistants;

**“Mill Senior Operator”** means an employee that supervises DCS Operators. Coordinate production activities within their area of responsibility or section. Achieve absolute availability and efficiency of the plant and budgeted paper / pulp production of the required quality as per ISO Standards;

**“Millwright”** means an employee with a dual trade Millwright or Electro-mechanician who test Installs, maintains, troubleshoots and repairs stationary industrial machinery and electromechanical equipment;

**Occupational Health Practitioner”** means an employee who partakes in the full spectrum of Occupational Health including but not limited to medicals, medical surveillance and relevant Health management programs;

**“Operator PLC/DCS/Section/Panel”** Means an employee who monitors and interprets DCS or PLC on the panels in the control room, controls the process and liaises with Field/Outside/Area Operator;

**“Operator Line”** means an employee who controls other employees in a production line and is responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**“Order Fulfillment Representative”** means an employee who is responsible for the speedy and accurate feedback and follow through on customer queries and requests;

**“Order Intake Representative”** means an employee who is responsible for the speedy and accurate processing of customer orders;

**“Order Picker – logistics”** means an employee who receives the order or picking list and checks its correctness. He also picks goods off shelves from the picking list against customer orders or product specifications and is also responsible for packing goods onto shelves and maintains stock bin cards;

**“Order Picker – country branch”** means an employee who is employed in a distribution branch and receives orders or picking list(s) and checks correctness. He also picks goods for distribution to customers off shelves from the picking list against customer orders or product specifications. He is also responsible for packing goods onto shelves;

**“Packer”** means an employee who packs finished goods into appropriate containers, either against product specification or against customer orders. He is also responsible for ensuring that the correct packaging is used, the appropriate documentation is included, and that the cartons and boxes are properly secured;

**“Packing Plant Operator”** means an employee who is responsible for the operation of the packing plant by monitoring and controlling gauges and instruments, labelling and stacking product and generally housekeeping;

**“Pallet line Operator”** means an employee who efficiently organize and control the routine running of the Pallet line as and when required, includes manually operating the pallet conveyor systems, the press and strapping machine, the Lachenmeier machines. He is responsible for ensuring that his machine does not run out of the consumables (packaging materials) that are used for processing pallets through the line;

**“Planned Maintenance Clerk”** means an employee who provides assistance to the planners with regard to executing the clerical duties and tasks.

**“Plant Operator Machine”** means an employee who operates the board machine efficiently and effectively to produce quality board.

**“Plant Operator Stock Prep”** means an employee that operates the stock preparation plant to ensure constant and uniform supply of pulp to the paper machine;

**“Plumber”** means an employee to carry out all repairs and projects on all water and sewerage systems in Mill site in respect of all pipe-work up to 50mm diameter, excluding welded pipelines;

**“Post form operator”** means an employee who operates a small section of a process plant by monitoring and controlling gauges and instruments within prescribed limits. He may be required to perform various duties in connection with the operation of the plant;

**“Press Operator”** means an employee responsible for the operation of the press and is accountable for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**Process Controller”** means an employee who controls the paper making process by ensuring inspection are done from time to time. He is responsible for the smooth running of the papermaking and ensuring good quality is produced in the process. This person can decide on taking corrective measure in solving a production process related matter on his own. (Process owner);

**“Process Operator”** means an employee, who operates dedicated sections of a process plant by monitoring and controlling gauges and instruments within prescribed limits, carries out line-ups and product transfers and monitors deviations;

**“Production Clerk”** means an employee who performs varied clerical duties and is responsible for the full clerical function in the production function;

**“Production Technician”** means an employee who accumulates and analyses machine data in order to optimize process efficiency. The employee also ensures all machines are run at maximum capacity at all times. The employee also ensures quality standards are maintained and improved;

**“Pulp and Raw Material relief”** means employee who employed mainly for relieving all employees who are on leave or on training and he is required to have ability/competency to work in every wage position with in the section as and when required;

**“Pulper Operator”** mean an employee who starts-up, shuts-down and maintains normal operation of the pulpers;

**“Quality Analyst”** means an employee who conducts routine and non-routine sample analysis in support of business.

**“Quality Assurance Monitor”** means an employee who supervises the laboratory operation on a shift basis, ensuring that ISO policies, procedures and other customer requirements with regard to raw material and finished goods are complied with.

**“Quality Control leave relief”** means employee who employed mainly for relieving all employees who are on leave or training and he is required to have ability/competency to work in every wage position in the section as and when required;

**Quality controller”** means an employee who is responsible to manage, control and monitor the treated paper, raw material and raw board warehouses;

**“Quality Inspector”** means an employee who prepares test samples of materials used in production, components and conducts physical and/or chemical tests to ensure conformity to established specifications;

**“Quality tester”** means an employee who prepares certain test samples of material used in board forming. He also conducts routine physical and chemical tests to established conformance to established specifications, computes and records pertinent data, maintain laboratory equipment and timely reports equipment malfunctions;

**“Raumaster Operator”** means an employee who straps, labels and maneuvers all BM6 reels;

**“Raw material controller”** means an employee who performs various clerical duties within the distribution function. He also ensures that dispatch details are recorded and submitted for invoicing or are filed;

**“Raw material handler”** means employee who is required to control material stocks and reports on quality, quantity, cost and plant returns. He is responsible for ensuring accurate data capturing by all relevant stakeholders;

**“Raw Materials Supervisor”** means an employee to assist the Offsite day foreman with duties related to raw materials handling, consumption tracking and logistics supervision according to mill standards and requirements;

**“Ream feeder”** mean employee who serves as an assistant to the Bielomatic Operator. He is responsible to feed reams into the Bielomatic so as to maximize production rates and reject all faulty or incorrect reams by dumping them into a dump bin next to the feeding platform;

**“Receiving clerk”** means an employee who performs various clerical duties within the distribution function. Ensures that receipt details are recorded and submitted for invoicing or are filed;

**“Relief operator”** The purpose of the Relief Operator programme is to assist production in reducing overtime by providing leave/training relief and to allow current employees to obtain the necessary knowledge;

**“Rewinderman”** means an employee who is responsible for ensuring the efficient operation of the Mason Scott / No.2 Jagenberg to produce reels according to customer specifications. Loads reels onto the back stand/unwind stand using a hydraulic back stand. Feeds paper through the machine and onto the winder shaft while the machine is on crawl speed;

**“Rigger”** Means an employee with a Rigger trade test who assembles and installs rigging gear such as cables, ropes, pulleys and winches to lift, lower, move and position equipment, structural steel and other heavy objects;

**“Risk control Officer”** Means an employee assist the Mill in ensuring all safety requirements (particularly those related to risk compliance) are adequately complied with through the promotion of safety and prevention of incidents / accidents and to support the implementation of management systems;



“**Sample & promotions co-ordinator**” means an employee who records the receipt and despatcher of goods. He also issues materials according to requisitions, prepares finished goods for despatcher and ensures that the goods reach their destination in good condition and may assist in stock taking;

“**Sample assistant**” means an employee who performs essentially repetitive tasks which require an elementary appreciation of the process involved in the sampling and promotions function;

“**Sander operator**” means an employee who is responsible for the operation of the sander and controls labour and productivity of a department working on a shift in a process or manufacturing operation;

“**saw operator**” means an employee who is mainly employed in a manufacturing and production environment and performs reasonably simple tasks using a saw blade to cut logs and related products for further production and processing;

“**saw operator- country branch**” means an employee who operates a saw in a small section of a process or distribution plant by monitoring and controlling gauges and instruments within prescribed limits;

“**saw sharpener**” means an employee who is employed in the workshop and uses a saw sharpener to sharpen saw blades used in the production process mainly for cutting logs into smaller components for further production and processing;

“**Saw supervisor**” means an employee who supervises a section of a process plant by monitoring and controlling gauges and instruments within prescribed limits. He is also responsible for the work of lower level operators;

“**Scale clerk**” means an employee who carries out few of clerical duties by recording all reels from a paper machine on a computer program and direct reels to the correct destination. His responsibility is to operate the scale computer and operating panels such as the lowerator and conveyor panels;

“**Senior Packing Plant Operator**” means an employee who is responsible for all packing plant operations. He is also responsible for job allocation and productivity within the department working on a shift in a process or manufacturing operation;

“**Senior Process Operator**” means an employee who is multi skilled, qualified to operator plant control systems, laboratory, outside plant and packing line;

“**Senior Store man**” means an employee that’s Receiving/Despatching and overseeing Stores Multi-skilled Clerks/Cycle Counter on a daily basis;

“**Shift Co-ordinator**” means an employee who effectively manages subordinates for the efficient running of a shift. The employee manages stock in Logistics Department following Standard Operation Procedures. The employee loads and offloads vehicles and then creates

related documents. The employee assists subordinates to receive production from various machines and scan/stack in warehouse;

“**shift**” means any consecutive period of work in the course of a working day, as defined, that has been set by an employer for an employee, but shall not be deemed to include any period of overtime;

“**shift worker**” means an employee who is engaged on shift work in a work place in which two, three or four shifts per day, for five, six or seven days per week are worked;

“**Shunter**” means an employee that assists the Loco Driver with shunting operations at the mill;

“**Slusher / Repulper Operator**” means an employee who produces a secondary fibre stock from broke/purchase pulp;

“**Sorter**” means an employee who performs essentially repetitive tasks which require an elementary appreciation of the sorting process involved;

“**Splicerman**” means an employee who prepares base jumbos for on the run splicing with minimum disruption to coater process by having jumbos ready with well-made splicing tape arrangement. Removes remaining paper from spent spool & transfers spools to paper machine;

“**stand-by**” means a period of time during which an employee who is given prior notice is required to make himself available to report for duty at any time outside his normal working hours irrespective of whether or not he is eventually called in to report for duty outside of his normal working hours;

“**Stock Prep Assistant**” means an employee who assists a Plant Operator in his duties and ensures the Stock Prep equipment is cleaned on a regular basis to ensure efficient operation.

“**Stock Prep Operator**” means receiving chemicals, prepare and supply starch in accordance with the requirements of the operation “**Stock Quality Controller**” means an employee who records the receipt and dispatch of goods. He also issues materials according to requisitions, prepares finished goods for dispatch and ensures that the goods reach their destination in good condition and may assist in stock taking;

“**Storeman**” means an employee who handles the physical receipt of goods inwards and their appropriate storage. He also compiles and dispatches orders in response to requisitions. He may also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

“**Storeman Country Branch**” means an employee who handles the physical receipt of goods inwards and their appropriate storage in a country/distribution branch. He also compiles and dispatches orders in response to requisitions and may also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

“**Storeman Logistics**” handles the physical receipt of goods inwards and their appropriate storage within the logistics function. He also compiles and dispatches orders in response to

requisitions. May also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

**“Stores Issuer/Receiving”** means an employee who handles the physical receipt of goods inwards and their appropriate storage. Compiles and dispatches orders in response to requisitions. He may also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

**“Stores Multi Skilled Clerk”** means an employee who does administrative and clerical procedures and systems such as word processing, managing files and records, and other office procedures. Provide assistance or direction to Mill employees.

**“Structural Plater”** means an employee who sets up, operates, or tends plating or coating machines to coat metal or plastic products with chromium, zinc, copper, cadmium, nickel, or other metal to protect or decorate surfaces;

**“Sunds Assistant”** means an employee who assists the Sunds Operator in normal routine duties and area of activities. He is responsible to place roundels on reels and to operate crimper station, heater presses on a shift basis in such a manner as to produce correctly and neatly wrapped reels;

**“Team leader saw”** means an employee who is responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation. He may supervise on-the-job training for lower level saw operators;

**“Team member”** means an employee who performs reasonably simple tasks using equipment peculiar to industry in team environment under the supervision of a team leader. Basic training is required before job can be performed effectively and some appreciation of specific task's relationship to end product is required for effective performance;

**“temporary employee”** means an employee who is employed on a fixed term contract of employment and excludes an employee employed by a temporary employment service or labour broker;

**“temporary employment service or labour broker”** means a service provided by any person or organisation who, for reward, procures for or provides to a client other persons who –

- (a) render services to, or perform work for, the client; and
- (b) who are remunerated by the temporary employment service, or labour broker and in which such persons are employees of the temporary employment service or a labour broker and the temporary employment service or a labour broker is such persons' employer.

**“Tester”** means an employee who prepares certain test/analyze samples of material by conducting chemical and physical test using specified standard procedures. His responsibility to evaluate all results generated;

**“Tool Room Attendant”** means an employee who maintains mechanical tools (i.e. slitter knives, slitter bushes, etc.) in the rigging workshop;

**“Trade union representative or shop steward”** means a person who is a member of any of the trade unions which are parties to this Agreement and who has been nominated and elected in accordance with their respective constitutions;

**“Transport Co-ordinator”** means an employee that coordinates the shipping/trucking and receiving/distribution of goods, determining when goods will arrive and what time those goods will need to be delivered;

**“Transport drivers”** means the employee who exclusively engaged in driving cars and light motor vehicle to and from various locations to collect and deliver good or documents. He is also responsible for collection and deliveries of the personnel staff or employees as and when required;

**“Transport Supervisor”** means an employee controls the flow of transport into the log yard and inspects incoming loads of timber on road/rail transport to ensure that they comply with requirements;

**“Treated Paper Storeman”** means an employee who handles the physical receipt of goods inwards and their appropriate storage. He also compiles and dispatches orders in response to requisitions. He may also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

**“Truck crew”** means an employee who assists the driver in his duties;

**“Turner Machinist”** Means an employee with a Fitting and Turning trade test Performs specialized service, machining of components and wide range of in area of responsibility to ensure optimum availability and efficiency of equipment;

**“Utilities Sampler”** means an employee who is responsible of taking samples for testing to the Mill laboratory and he is activity is of a routine nature. He is responsible for taking the test on an hourly basis during shift. He is also of an assistant to the Process Controller in carrying out his daily tasks;

**“Turner Machinist”** Means an employee with a Fitting and Turning trade test Performs specialized service, machining of components and wide range of in area of responsibility to ensure optimum availability and efficiency of equipment;

**“VAP Helper”** means an employee who assists with the operation of the Rewinder, Barrier Coater, Laminator, Balers and Precision Slitter.

**“VAP Operator”** means an employee who operates the Rewinder, Barrier Coater, Laminator, and Precision Slitter.

**“wage”** means the amount of money paid or payable to an employee in respect of ordinary hours of work as prescribed in this Agreement or, if they are shorter, the hours an employee ordinarily works in a day or week;

**“Waste Plant Attendant”** means an employee who assist the Waste plant Operator in both normal routine and non-routine duties. He is responsible for cutting bale wires and feeding pulp/broke;

**“Waste Plant Offloading driver”** means an employee who drives light motor vehicle with an intention of offloading bales, broke and reels. His responsibility is to ensure that the repulpers are fed with broke or bales at all times;

**“Welder”** Means an employee with a Welder Trade test who fabricates and repairs metal products using various welding techniques;

**“Wet End Operator”** means an employee who ensures optimal utilisation of paper machine equipment and chemicals within the Wet End area on a shift basis.

**“Wet Laboratory Analyst”** means an employee who conducts routine and non-routine sample analysis and special delivered samples in support of business.

**“Will 1 Operator”** means an employee who operates the Will 1 machine and is responsible for cutting and wrapping of the paper;

**“Will line Assistant”** means an employee who is responsible to assist the Cutter Operator and the Cartonizer Operator in maintaining an efficient cutting operation at the Will Cutter Machine and associated packaging line;

**“Winderman”** means an employee who operates the winder machine. He is responsible for rewinding quality which includes correct reel identification and also responsible for labour control and productivity of a department. This person is at a junior team leader level;

**“Wood and paper sector”** means the activities in the whole of the Republic of South Africa of the following industries:

A. Fibre and Particle Board Sector

“The Fibre and Particle Board Sector” means the manufacture of wood and bagasse-based fibreboard and particleboard panels in both raw and upgraded form, and includes the upgrading of such product by the application of the same and/or other material, and includes activities incidental thereto;

B. Sawmilling Sector

a) The Sawmilling Sector: means the sector concerned with 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 conversion of such timber or logs in any 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 activities incidental thereto. .

b) manufacture, stock-piling and retailing of wood-wool, boxes, shooks, mine supports, trays, crates, poles, planks, baulks, sleepers, pallets, drum cables, shelves (

excluding cupboards and cabinets) or other articles of which wood constitutes the main component; and includes incidental activities.

- c) This sector 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 as covered by the Iron, Steel, Engineering and Metallurgical Industries;
  - (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; and
  - (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 concern the lumber, planks, etc produced from their own saw milling activity are processed further into furniture.

C. Pulp and Paper Sector

"Pulp and paper sector" means the sector concerned with the manufacture of pulp, paper, dissolving pulp and paper board and includes activities, incidental thereto

D. Tissue and Allied Products Sector

Tissue and Allied Products Sector: mans the sector concerned with the production or conversion and distribution by the manufacturers, licensees and importers of any of tissue, absorbent, infant and adult and feminine care products of any nature whatsoever including the occupations incidental thereto, whether or not the said occupations and/or operations are carried out separately or collectively and includes, \activities, incidental thereto.

E. Paper Distributors Sector

"Paper Distribution Sector" means the sector concerned with the distribution of printers' supplies and other materials utilised by the graphic art industry in general and includes activities incidental thereto.

"working day" shall have the same meaning as the "day" which means the period of 24 hours from midnight to midnight: in the case of a shift worker it means a period of 24 hours reckoned from the time an employee commences work;

“**Workshop Clerk**” means an employee who assists with filing, administration and basic engineering functions in the workshop.

“**Wrapperman /RollWrapper /Wrapping Machine Operator**” means an employee responsible and accountable for the reel finishing operation at the wrapping station on the Wrap line. Selects the correct wrapper width for the reel to be wrapped and responsible for the labelling;

## **PART B: WORKING TIME AND WAGE**

### **4. WAGE AND DETERMINATION OF WAGES**

- 1 The minimum wage for the Pulp and Paper Sector which an employer shall pay an employee falling within the Bargaining Unit shall be. R6 047 .00 per month until the expiry of this Agreement.
- 2 Wages will be calculated in accordance with the Collective Agreement on Conditions of Service for the Pulp and Paper Industry.
- 3 Every employer must pay each employee falling within the bargaining unit a wage increase of 8% across the board on actual rates with effect from the coming into operation of this Agreement until 31 December 2018.
- 4 The wages for employees as calculated in paragraph 3 above will apply until 31 December 2018.
- 5 Any calculation of wages must be based on the hourly rate of the employee's ordinary working hours and any fraction of a cent after completing the calculation must be adjusted to the nearest cent;
- 6 As a result of the different shift configurations in different workplaces and the reduction of working hours to 42 hours per week without loss of pay for employees in the Bargaining Unit and at no additional cost to the Employers in the Industry, the number of hours per week may differ from workplace to workplace, which, in turn, leads to different rates of basic pay per hour for different workplaces.
- 7 The basic hourly wage in each workplace is as calculated and agreed during the reduction to a 42 hour week.
- 8 The basic daily, weekly and monthly wage in each workplace is therefore as calculated during the reduction of working hours to a 42 hour week.

## 5. ORDINARY HOURS OF WORK

1. The ordinary hours of work of an employee shall not exceed an average of forty two (42) hours shift cycle.
2. **Meal intervals:** An employer shall not require or permit an employee to work for more than five (5) hours continuously without an interval. The duration of the meal interval shall be as agreed, during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that-
  - 2.1. If such interval is longer than one (1) hour, any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;
  - 2.2. Period of work interrupted by an interval of less than half an hour shall be deemed to be continuous.
3. Despite clause 2 above, an employee must be remunerated:
  - 3.1. For a meal interval in which the employee is required to work or is required to be available for work; and
  - 3.2. For any portion of a meal interval that is in excess of seventy- five (75) minutes, unless the employee lives on the premises at which the workplace is situated.
4. By written agreement between the employer and the employee, the employer may:
  - 4.1. Reduce the meal interval to not less than thirty (30) minutes;
  - 4.2. Dispense with a meal interval for an employee who works fewer than six (6) hours on a day.

## 6. OVERTIME

1. All time worked in excess of the number of hours prescribed in respect of a day or a week shall be deemed to be overtime, unless otherwise agreed between an employer and an employee(s).
2. Unless it is otherwise agreed in accordance with a written agreement between the employer and the employee, an employer may not require or permit an employee to work:
  - 2.1. More than ten (10) hours overtime per week.
  - 2.2. More than twelve (12) hours per day.
3. An employer may:
  - 3.1. Pay an employee not less than the employee's ordinary wage for overtime worked and grant an employee at least thirty (30) minutes' time off on full pay for every hour of overtime so worked; or



- 3.2. Grant an employee at least 90 minutes paid time off for each hour of overtime worked
4. An employer must grant paid time off within one (1) month of the employee becoming entitled to it, unless the parties agreed to increase the period contemplated to twelve (12) months.
  5. *Limitation of overtime:* An employer shall not require or permit an employee to work overtime for more than ten (10) hours per week, unless it is in accordance with a written agreement between the employer and the employee.

## **7. PAYMENT FOR WORK ON SUNDAYS**

1. Whenever an employee is required to work on a Sunday, an employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday.
2. An employee who ordinarily works on a Sunday shall be paid one and one-half times the employee's wage for each hour worked
3. If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of the above is less than the employee's ordinary daily wage, the employer must pay the employee's ordinary daily wage.
4. Notwithstanding the provisions above, upon a written notice to an employee, an employer may grant such an employee who works on a Sunday paid time-off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that he or she is entitled to in terms of the said sub clauses.
5. Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work, but is taken in to account in calculating the overtime worked by the employee.
6. If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.

## **8. CALL-OUT ALLOWANCE**

1. An employer shall pay an employee who has been called out to work:
  - 1.1. On a week day, for the first call-out, four (4) hours at overtime rate.
  - 1.2. If the call-out falls on a Sunday, double time.

2. An employee is also entitled to one (1) hour travelling time at normal rate for a call out of four (4) hours. Should the employee be called for a second call-out within the four (4) hours, an employee will not receive additional remuneration for the four (4) hours; however, the employee will receive an additional one (1) hour travelling time.
3. Should the call-out be after the first four (4) hours, the employee will again be entitled to the rate as stipulated in sub-clause 2 above, whichever is applicable.

## **PART C: LEAVE PROVISIONS**

### **9. ANNUAL LEAVE**

1. An employer shall grant an employee at least twenty- one (21) consecutive day's annual leave on full remuneration in respect of each annual leave cycle.
2. An employee shall be entitled to leave in respect of each completed year of employment at the following rate:
  - 2.1. Fifteen (15) working days, paid leave of absence in the case of an employee who works a five-day week.
  - 2.2. Eighteen (18) working days, paid leave of absence in the case of an employee who works a six-day week.
3. The leave to which an employee is entitled in terms of clauses 1 and 2 above, shall be granted at a time to be fixed by the employer: Provided that:
  - 3.1. If such leave has not been granted earlier; it shall be granted within six (6) months of the completion of the year of employment to which it relates;
  - 3.2. The periods of such leave shall not be concurrent with any period during which an employee is under notice of termination of employment, nor with any period of sick leave.
4. If a public holiday falls within the period of such leave, another day shall in substitution for each such day be added as a further period of leave on full pay
5. An employer may set off against the period of annual leave any days of occasional leave with full pay granted to an employee at the employee's request during the year of employment to which the period of annual leave relates.
6. *Leave pay*: The remuneration in respect of the annual leave referred to above shall be paid not later than on the last work-day before the date of the commencement of such leave or not later than the employee's usual pay day.

**10. PUBLIC HOLIDAYS**

1. All public holidays proclaimed in terms of the Public Holidays Act, 1994 (Act 36 of 1994), shall be recognised as paid public holidays, except where a public holiday falls on a day which is not a normal working day.
2. Every employer shall, in addition to leave prescribed in Clause 1 above, grant to each employee leave on public holidays proclaimed in terms of the Public Holidays Act, 1994 (Act 36 of 1994), provided that an employer may require an employee to work on any such day or days.
3. Whenever, any paid holiday falls on a Sunday, and Monday is gazetted as a public holiday both Sunday and Monday shall be regarded as paid holidays.
4. Whenever any paid holiday falls within the period of annual leave of an employee, his or her period of leave shall be extended by one day for each such paid holiday and he or she shall be paid for each such paid holiday in addition to the leave pay that is due to him or her.
5. Compensation for work on paid holidays: An employer shall pay an employee who works on any public holiday double hourly wage for the total period so worked, unless the employee ordinarily works on a Sunday

**11. ANNUAL BONUS**

1. All qualifying employees who are in service as at end December of each year shall be entitled to a 13<sup>th</sup> cheque as calculated by the respective employers.
2. A pro-rata 13<sup>th</sup> cheque will be paid to employees who have less than one (1) year service at the time of payment.

**12. SICK LEAVE**

1. In this clause "sick-leave cycle" means a period of thirty-six (36) months of employment with the same employer from:
  - 1.1. An employee's commencement of employment; or
  - 1.2. The completion of such employee's previous sick-leave cycle.
2. During every sick-leave cycle, an employee shall be entitled to an amount of paid sick leave equal to the number of days he would normally work during a period of six weeks.
3. During the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked

- 4 Sick leave does not accrue from one sick leave cycle to the next.
- 5 An employer shall pay an employee for a day's sick leave the wage the employee would ordinarily have received for work on that day; and on the employee's usual pay day.
- 6 Proof of illness/incapacity:
  - a. An employer shall not be required to pay an employee for sick leave if such employee has been absent from work for more than two (2) consecutive days or on more than two occasions during an eight-week period and, at the request of the employer, does not produce a medical certificate stating that he was unable to work for the duration of his absence on account of sickness or injury.
  - b. The medical certificate shall be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a Professional Council established by an Act of Parliament.

### 13. MATERNITY LEAVE

- 1 An employee is entitled to at least four consecutive months' maternity leave.
- 2 An employee may commence maternity leave
  - a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
  - b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 3 No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 4 An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- 5 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
  - a) commence maternity leave; and
  - b) return to work after maternity leave.
- 6 Notification in terms of sub clause 5 must be given—
  - a) at least four weeks before the employee intends to commence maternity leave; or

- b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 7 The payment of maternity benefits will be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966).
- 8 Protection of employees before and after birth of a child
- 9 No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child
- 10 During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—
- 10.1 the employee is required to perform night work, as defined in section 17(1) of the BCEA or
- 10.2 her work poses a danger to her health or safety or that of her child; and
- 10.3 it is practicable for the employer to do so.

#### 14. FAMILY RESPONSIBILITY LEAVE

1. Family responsibility leave applies to an employee who has been in employment with an employer for longer than four (4) months.
2. An employer shall grant an employee during each annual leave cycle at the request of an employee, a total of five (5) days paid leave, which an employee is entitled to take, either when:
- 2.1. The employee's child is born;
- 2.2. The employee's child is sick;
- 2.3. The employee's spouse or life partner is sick;
- 2.4. In the event of death of:
- 2.4.1. The employee's spouse or life partner; or
- 2.4.2. The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, sibling, mother and father in law.
3. An employee shall provide satisfactory proof of each occurrence in the form of a death, medical or birth certificate to his employer.

4. An employee's unused entitlement to Family Responsibility Leave lapses annually and may not be accrued.

#### **15. STUDY LEAVE**

- 1 An employer shall grant his/her employee paid study leave of not less than three (3) days per subject, up to a maximum of twelve (12) days per year, subject to the following conditions:
  - 1.1 The course of study shall be approved by the employer as being relevant and appropriate to the employee's field of employment, and/or the employees' personal development plan;
  - 1.2 The study leave granted shall include the day on which the examination is written.

#### **16 DISASTER LEAVE**

- 1 In the event of a natural disaster which has been declared as such by the relevant sphere of Government, affected employees will be entitled to 4 days paid disaster leave.

### **PART D: NOTICE PERIOD AND PAYMENTS ON TERMINATION OF EMPLOYMENT**

#### **19. NOTICE ON TERMINATION OF EMPLOYMENT**

1. An employer or an employee may terminate the contract of employment for any cause recognised by law as being sufficient, of not less than:
  - 1.1. One (1) week, if the employee has been employed for six (6) months or less.
  - 1.2. Two (2) weeks, if the employee has been employed for more than six (6) months, but not more than one (1) year.
  - 1.3. Four (4) weeks, if the employee has been employed for one (1) year or more.
2. Notice of termination of a contract of employment shall be given in writing, except where it is given by an illiterate employee.
3. If an employee who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.
4. Notice of termination of a contract of employment given by an employer must:

- 4.1. Not be given during any period of leave to which the employee is entitled to; and
- 4.2. Not run concurrently with any period of leave to which the employee is entitled to, except sick leave.
5. Nothing contained in the clauses above shall affect:
  - 5.1. The right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient; or
  - 5.2. The right of an employee to dispute the lawfulness or fairness of the dismissal in terms of any law.

## **20. PAYMENTS ON TERMINATION OF EMPLOYMENT**

1. Termination of employment, an employer must pay an employee:
  - 1.1. For any paid time off that the employee is entitled to and that the employee has not taken;
  - 1.2. Remuneration for any period of annual leave that the employee has not taken.
  - 1.3. Any other remuneration that is owing to the employee
  - 1.4. remuneration not later than seven days after—
    - (a) the completion of the period for which the remuneration is payable; or
    - (b) the termination of the contract of employment.

## **21. CERTIFICATE OF SERVICE**

1. On termination of employment, an employee is entitled to a certificate of service stating:
  - 1.1. The employee's full name;
  - 1.2. The name and address of the employer;
  - 1.3. The nature of employment;
  - 1.4. The dates of commencement and termination of the contract;
  - 1.5. The rate of remuneration at the date of such termination; and
  - 1.6. If the employee so requests, the reason for termination of employment.

## **22. SEVERANCE PAY**

1. Severance pay in the case of dismissals for operational reasons (retrenchments) will be calculated at the rate of two weeks basic wages for every year of completed service.

**PART E: GENERAL PROVISIONS****23. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING**

1. An employer shall supply free of charge such uniforms, overalls, gumboots, caps, hard hats or other protective clothing that he is required by any law to provide to his employee, or that his employee is required by any law to wear.
2. Any such protective clothing that has been provided to an employee free of charge shall remain the property of the employer.

**PART F: DISPUTE RESOLUTION****24. DISPUTES ABOUT THE APPLICATION, INTERPRETATION AND ENFORCEMENT OF THIS COLLECTIVE AGREEMENT****24. DISPUTE RESOLUTION PROCEDURE**

- (1) In the event of a dispute arising about the interpretation or application of the collective agreement the parties to the dispute must:-
  - (a) first refer the dispute to the Council for conciliation, if the dispute remains unresolved, any party to the dispute may request that the dispute be through arbitration.
  - (b) The party who refers the dispute to the Council must satisfy it that the referral has been served on all the other parties to the dispute;
- (2) If a dispute is referred to the Council, the Council must attempt to resolve the dispute:
  - (a) through conciliation; and
  - (b) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if:-
    - (i) the Labour Relations Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or
    - (ii) all the parties to the dispute consent to arbitration under the auspices of the Council.
- (3) The dispute resolution procedure, as per Annexure A deals with the process in this Agreement.



**PART G: ENFORCEMENT AND ADMINISTRATION****25. ADMINISTRATION AND ENFORCEMENT OF AGREEMENT**

- 1 The Council shall be responsible to monitor and enforce compliance with the provisions of this agreement in terms of section 33A of the Act.  
The Council may appoint agent/s to assist in giving effect to the terms of this Agreement.  
The Council may also request the Minister of Labour in terms of the provisions of section 33 of the Act to appoint one or more specified persons as designated agents to assist in enforcing the terms of the Agreement.
- 4 It shall be the duty of the employer to permit such designated agents to enter his or her establishment and to institute such enquiries and to examine such documents, books, salary/wage advices, 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.
- 5 A designated agent must perform any other functions that are conferred or imposed to it by the Council.
- 6 Designated agents must report all disputes concerning compliance with any provision of this Agreement to the General Secretary of the Council.

**PART H: EXEMPTION****26. EXEMPTION FROM THE PROVISIONS OF THIS AGREEMENT**

- 1 Any person bound by this Agreement may apply for exemption.
- 2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 3 The *Bargaining Council* must determine its exemptions policy and process all exemptions applications in terms of this policy.
- 4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the *Bargaining Council*, setting out relevant information, including:
  - (a) The provisions of the *agreement* in respect of which exemption is sought;

- (b) The number of persons in respect exemption is sought;
  - (c) The reasons why the exemption is sought;
  - (d) The nature and size of the business in respect of which the exemption is sought;
  - (e) The duration and timeframe for which the exemption sought;
  - (f) The business strategy and plan of the applicant seeking the exemption;
  - (g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;
  - (h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
  - (i) Any other relevant supporting data and financial information the *Council* may prescribe from time to time.
- 5 An exemption application in respect of a term or provision in a *Collective Agreement*:
- (a) Concluded in the *Council* that applies in the Pulp and Paper Sector/Industry must be considered by an exemptions body appointed by the *Council* for Pulp and Paper Sector/Industry;
- 6 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- 7 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 8 An exemption body appointed by the *Council* may request additional information from an applicant applying for exemption.
- 9 In scrutinising an application, the Exemption Body or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 15 below.

- 10 The *Secretary* must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision, failing which the *Bargaining Council* is deemed to have refused the application for exemption.
- 11 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.
- 12 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.
- 13 The Independent Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 14 No representative, office-bearer, or official of trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.
- 15 When considering an application, the Exemption Body or, the Independent Body whichever the case may be must consider, in addition to clause 9, the following:
- (a) Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;
  - (b) The circumstances prevailing in the *Industry* likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
  - (c) The nature and size of the business in respect of which the application is made;

- (d) Whether the duration of the exemption or appeal is for a limited or specified period;
- (e) Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
- (f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
- (g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;
- (h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
- (i) Whether the granting of the exemption or appeal will impact negatively on parity agreements;
- (j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreements*; and
- (k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.
- (l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.

- 16 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.
- 17 The decision of the Independent Body is final and binding upon the applicant and the *Bargaining Council*.
- 18 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by Secretary, containing the following particulars:
- (a) The full name of the applicant(s) or enterprise concern;
  - (b) The trade name;
  - (c) The provisions of the Agreement from which exemption or appeal has been granted;
  - (d) The period for which the exemption or appeal shall operate;
  - (e) The date of issue and from which day the exemption or appeal shall operate;
  - (f) The condition(s) of the exemption or appeal granted; and
  - (g) The area in which the exemption or appeal applies.
- 19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.
- 20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

## PART I: ANCILLARY PROVISIONS

### 27. OCCUPATIONAL CATEGORIES

The following occupational categories shall be covered by the scope of this agreement;

JOB TITLE	TASK GRADE	PEROMNES	PATTERSON
General Worker	1	18	A1
Filing Clerk	1	17	A2
Stores Issuer/Receiving	3	17	A2

Relief operator	3	16	A3
Access Controller	4	15	B1
Artisan Assistant	4	15	B1
Baleman	4	15	B1
Boiler Operator Assistant	4	15	B1
Coal Handler	4	15	B1
Component Controller	4	15	B1
Corecutter	4	15	B1
Cutter Feeder	4	15	B1
Greaser	4	15	B1
Lister	4	15	B1
Manipulator Operator	4	15	B1
Milling operator	4	15	B1
Operator Line	4	15	B1
Pulper Operator	4	15	B1
Raumaster Operator	4	15	B1
Sorter	4	15	B1
Splicerman	4	15	B1
Stock Prep Assistant	4	15	B1
Workshop Clerk	4	15	B1
Wrapperman/Roll Wrapper	4	15	B1
Administrative Clerk	5	14	B2
Boiler Attendant	5	14	B2
Chipper Operator	5	14	B2
Crane Operator	5	14	B2
Driver/Storeman	5	14	B2
Engineering Administrator	5	14	B2
Forklift Driver	5	14	B2
Knife Grinder	5	14	B2
Knife Helper	5	14	B2
Layboy Operator	5	14	B2
Order Fulfillment Representative	5	14	B2
Order Picker – country branch	5	14	B2
Order Picker – logistics	5	14	B2
Packing Plant Operator	5	14	B2
Quality Analyst	5	14	B2
Shunter	5	14	B2
Storeman	5	14	B2
Board Grader	6	13	B3
Boiler Operator	6	13	B3
Component Controller	6	13	B3
Croc Operator	6	13	B3

Data Capturer	6	13	B3
Despatch Clerk	6	13	B3
Dryerman	8	13	B3
Dryer Operator	6	13	B3
Front End Loader Driver	6	13	B3
Heavy Duty Driver	6	13	B3
Laboratory Supervisor	6	13	B3
Lubricator	6	13	B3
Order Intake Representative	6	13	B3
Process Operator	6	13	B3
Rewinderman	6	13	B3
Saw Operator- Country Branch	6	13	B3
Storeman: country branch	6	13	B3
Telephonist	6	13	B3
Wet End Operator	6	13	B3
Wet Laboratory Analyst	6	13	B3
Winder Helper	6	13	B3
Administrative Clerk-General	7	12	B4
Artisan Aide	7	12	B4
Assistant Winderman	7	12	B4
Board Gdger Operator	7	12	B4
Laboratory Supervisor	6	13	B3
Chargehand Logistics	7	12	B4
Clarification Plant Operator	7	12	B4
Despatcher	7	12	B4
Driver Loco	7	12	B4
Dryer Operator	7	12	B4
Clarification Plant Operator	7	12	B4
FIS Operator	7	12	B4
HR Administrator	7	12	B4
Light Motor Vehicle Driver	7	12	B4
Planned Maintenance Clerk	7	12	B4
Press Operator	7	12	B4
Quality Analyst	7	12	B4
Senior Process Operator	7	12	B4
Stock Quality Controller	7	12	B4
Winderman	7	12	B4
Coating Plant Operator	8	11	B5
Colour Kitchen Operator	8	11	B5
Handyman	8	11	B5
Laboratory Technician	8	11	B5
Post Form Operator	8	11	B5

Boilerhouse Senior Operator	10	10	C2
Boilermaker	10	10	C2
CAD Operator	10	10	C2

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS THE 24<sup>th</sup> DAY OF  
APRIL.....2016.

  
\_\_\_\_\_  
Mr. D. Ngubane  
Chairperson of Council

  
\_\_\_\_\_  
Mr. T.V Mhlongo.  
Vice-Chairperson of Council

  
\_\_\_\_\_  
Mr. L. Dlamini  
General Secretary of Council



## ANNEXURE "A"

## CONCILIATION AND ARBITRATION GUIDELINES

1. Introduction
  - 1.1 These guidelines deal with the manner in which the Council and its conciliators conduct conciliation proceedings.
2. Purpose of guidelines
  - 2.1 The purpose of these guidelines are -
    - (a) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;
    - (b) to help Conciliators perform their functions; and
    - (c) to promote consistency in the Council's approach to conciliation proceedings.
  - 2.2 These guidelines are drawn from the Commission for Conciliation Mediation and Arbitration's (C.C.M.A.) best practice, the decisions of Commissioners of the CCMA, the courts, and the law.
3. Applications for condonation
  - 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, the dismissed Employee must apply to the Council for condonation, that is, permission to refer the dispute after the 30-day time limit has expired.

The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.

If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
  - 3.4 The application must include a signed statement that explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.

If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.

The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.

The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
  - 3.8 The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following: -
    - (a) *the degree of lateness.* If the referral is only a few days late, this may weigh in favour of condonation;
    - (b) *the degree of fault of the referring party or his/her authorised representative.* If the referral was late due to a circumstance beyond the control of the applicant, this may weigh in favour of condonation;
    - (c) *the reasonableness of the explanation.* If the explanation is improbable, this should weigh against condonation;

- (d) *prejudice to the other parties to the dispute;*
  - (e) *prospects of success.*
4. Province in which dispute is to be conciliated
- 4.1. A dispute should be conciliated in the province in which the dispute arose.
  - 4.2. The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practicable to do so.
5. Jurisdictional disputes
- 5.1. The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly its policy is not to determine jurisdictional disputes at conciliation.
  - 5.2. If a party objects to the jurisdiction of the Council the conciliator may-
    - (a) conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or
    - (b) issue a certificate stating that the dispute has not been resolved.
6. Discretion to assume jurisdiction
- 6.1. If at any time the Council becomes aware that the dispute could have been resolved by another Bargaining Council, an accredited agency or in terms of a collective agreement the Council may, in terms of section 147 of the LRA
    - (a) exercise its discretion to assume jurisdiction;
    - (b) refer the dispute to the appropriate person or body for resolution.
  - 6.2. In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether:
    - (a) the referral is an attempt to by-pass agreed or statutory procedures;
    - (b) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
    - (c) the Council has jurisdiction.
  - 6.3. If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.
7. Failure to attend conciliation proceedings
- 7.1. If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may-
    - (a) postpone the conciliation; or
    - (b) issue a certificate that the dispute has not been resolved.
 Before issuing a certificate the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.
  - 7.2. If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may-
    - (a) postpone the proceedings; or
    - (b) dismiss the referral.
 Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.
  - 7.3. If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred is about the fairness of a dismissal, and if the 30-day time limit for referral has expired, the party must apply for condonation in terms of paragraph 3 above.
8. Representation at conciliation proceedings
- 8.1. A party to a dispute may be represented only: -
    - (a) by a co-Employee; or
    - (b) by a member, an office bearer or official of that party's trade union or

Employers' organisation; and

(c) if the party is a juristic person, by a director or an Employee.

If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised, the Conciliator must decide whether that representative may attend.

A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as a representative. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company, recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. Applications for postponement
  - 9.1 The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitably causes delay.
  - 9.2 The Council will not allow matters to be postponed unless –
    - (a) there is good reason to do so ;
    - (b) the application is in good faith;
    - (c) the application is made as soon as practicable; and
    - (d) the other parties to the dispute are not unduly prejudiced.
  - 9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (in s135), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.
10. Impartiality of Commissioners
  - 10.1. A Conciliator must be independent, and must be seen to be independent. The Conciliator should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality.
  - 10.2 After disclosure, a Conciliator may conciliate if both parties so desire but should withdraw if he or she believes that a conflict of interest exists irrespective of the view expressed by the parties.
  - 10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.
  - 10.4 Conciliators must conduct themselves in a way to avoid any inference of bias.
11. Conclusion
  - 11.1. These guidelines lay down general principles to guide the Council's Conciliators and staff in the exercise of their powers and functions. These principles are not hard and fast rules and every case presented to the Council must be considered on its merits.