Work Contract & Disciplinary Code and Procedures for Charcoal Contractors

It is hereby agreed that a contract shall be entered into between

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
 (hereafter called the “Charcoal Producer”)

Farm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FSC Registration Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**and**

Name and Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter called the “Charcoal Contractor or Contractor”)

Identity number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nationality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Contractor fee

## The Contractor shall receive a minimum contractor fee of **N$ 1500.00** per Contractor per month for the first 2 (two) months, or such period where the first charcoal could be sold to a processor or buyer and covers the expenses of the charcoal team. Thereafter the contractor will be paid **N$ \_\_\_\_\_\_\_\_\_\_\_\_** per tonne of lump (bulk) charcoal and **N$ \_\_\_\_\_\_\_\_** per tonne of charcoal fines (5 mm – 25 mm). The charcoal must be dry, cooled and clean (no sand and ash).

or

## At least 42% of charcoal sold. Contractor fee will be worked out when the report is received from processor/buyer. Contractor will be paid \_\_\_\_\_\_\_ days after receiving payment from the processor/buyer.

# Responsibilities of the contractor, including:

## **Safety responsibilities:**

### PPE deposit paid at the time of issuance of the PPE, and withheld for a period of 4 months, after which it will be repaid.

### PPE replaced at own cost if damaged, lost or stolen.

### Taking drinking water to the field at all times.

**Note: Contractor to receive PPE annually.**

## **Economic responsibilities:**

### Following responsible burning techniques as demonstrated on the posters or other visual training aids.

### You need to produce a minimum of \_\_\_\_\_\_\_\_\_\_\_ tonnes charcoal per month.

## **Environmental responsibilities. Avoiding the following at all costs:**

### Garbage

### Sizes of trees cut and paying corresponding fines in cases of transgressions

### Number of trees removed exceeding permit restrictions

### Species of trees removed – only those listed on harvesting permit

### Poaching – especially RTEs (rare, threatened and endangered species)

# Responsibilities of the Charcoal Producer:

## **Contractor fee shall include the following:**

### Free of charge issuing of PPE (considering rules under responsibilities of the contractor)

### Accommodation (where applicable)

### Availability and rules regarding farm shop (Charcoal contractor may buy on credit for N$ \_\_\_\_\_\_\_\_\_ per month, which will be deducted from his contractor fee at the end of each period

### Registration of social security for Namibian citizens

### Penalties for incorrect cutting and poaching

# Concept Disciplinary Code

## Disciplinary codes are a list of transgressions and disciplinary actions to be taken. It is used in an effort to change the behaviour of a Charcoal Contractor if he/she, regardless of any remedial training efforts, instructions, or consultations with Charcoal Producer, still acts in a manner that does not promote the interests of the industry and the landowner.

|  | Nature of transgression | First transgression | Second transgression | Third transgression |
| --- | --- | --- | --- | --- |
| 1 | Assault or attempted assault | Dismissal |  |  |
| 2 | Unauthorized hunting and setting of traps | Dismissal |  |  |
| 3 | Illegal dealings in or in possession of alcohol and narcotics | Dismissal |  |  |
| 4 | Housing unauthorized persons / No cars at post | Dismissal |  |  |
| 5 | Gross neglect or improper performance of duties | Dismissal |  |  |
| 6 | Causing bush fire due to negligence | Dismissal |  |  |
| 7 | Theft, Fraud, Forging and any other dishonest acts | Dismissal |  |  |
| 8 | Unauthorized possessions of dangerous weapons | Dismissal |  |  |
| 9 | Gross insubordination or insolence | Dismissal |  |  |
| 10 | Under the influence of alcohol or narcotics during work | Final Warning | Dismissal |  |
| 11 | Under-average work performance loafing on a regular basis | Corrective counselling | Final warning | Dismissal |
| 12 | Unauthorized dumping | No Shop |  |  |
| 13 | Cutting of big trees (18cm) or species not listed on permit | N$ 1000,00 per tree | Final warning | Dismissal |
| 14 | Selling charcoal of other contractors | Dismissal |  |  |
| 15 | Bags found in the veld | N$ 5 per bag | Final warning | Dismissal |
| 16 | All trees must be utilised up to wrist thickness at ankle height | Corrective counselling | Final warning | Dismissal |
| 17 | Jumping around in camps & other camps for better wood | All contractors must clear camp | No new camp will be issued |  |
| 18 | Walking around on farm and not being at work | Final warning | Dismissal |  |
| 19 | Not enough charcoal in veld | No credit in shop |  |  |

## The transgressions listed above are the common ones. A contractor could therefore also be charged with other transgressions that are not mentioned here.

## **The Charcoal Contractor declares that –**

### The contract for charcoal production was read and/or explained.

### The contents of the basic charcoal production rules are understood.

### The contract for charcoal production was accepted.

Signed on this \_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature of Charcoal Producer Signature of Charcoal Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Witness 1 Witness 2

General Rules & Regulations for the Charcoal Industry

1. You have to follow the rules and guidelines as published by the Department of Forestry in collaboration with CAoN.
2. You are appointed to make charcoal for bush clearing, harvesting wood and cutting it to size as requested by Charcoal Producer.
3. Working Days are from Monday to Saturday.

*(Monday – Friday =7h30 – 17h30 (lunch in the bush)*

*(Saturday = 7h30 – 12h30 (may work over the weekend & on public holidays))*

1. Being absent from work without notifying your team leader, you will receive a warning. A third warning will result in termination of your job.
2. You will only chop/clear land in the area/camp allocated to you.
3. You cannot sell your chopped wood, unless agreed to do so by your Charcoal Producer.
4. Trees are cut according to rules, i.e., **size = nothing bigger than 18 cm** at the bottom of the bush and **only the species as specified on the harvesting permit**. A **fine of N$ \_\_\_\_\_\_\_\_\_\_** will be charged if you cut/chop any species or size which is not allowed.
5. The charcoal you make will be weighed and packed in the Screen & Bagging Station. The machinery is very sophisticated and you will get paid according to the counts/number of bags times their weight. The count & weight according to the scale is correct and not negotiable. Wet coal will not be weighed until dry.
6. Only charcoal that was weathered for at least 10 days in winter and 2 weeks in hot dry summer may be packed into bags. For Mopane and any other hardwood the period of weathering is 3 weeks.
7. The charcoal drums will be placed in the cleared land for burning only near the fence. No drums are allowed to be burned in the bush.
8. 25% will be deducted for excessive fines and sand amongst your charcoal.
9. A fee of N$ 200.00 will be charged for every drum if your charcoal is not along the pick-up area.
10. A fee of N$ 500.00 will be charged if you did not supervise your pots and charcoal burned to ash.
11. Should you leave the farm for 10 (ten) days or longer without notifying your Charcoal Producer, you will be barred from the farm and will have no right to claim any contractor fee, wood & charcoal which you left behind or processed.
12. You will not hunt/catch or take anything that does not belong to you, this includes any wildlife on the farm, like small buck, warthog, tortoise, hare, birds, etc.
13. You will not brew any alcohol “tombo” containing yeast, on the farm.
14. No keeping of any domestic animals is allowed without prior approval of the Charcoal Producer.
15. The Charcoal Producer will not lend you any money.
16. Shop hours are \_\_\_\_\_\_\_ a week on the following days: \_\_\_\_\_\_\_\_\_\_\_\_\_\_
17. A first Aid box is at the house.
18. Waste disposal: Allocated dumping side (drum). Keep the area clean at all times.
19. You will not bring your spouse or children unannounced to the farm.
20. Any visitors staying overnight must be reported.
21. If you lend money to any co-contractor, your Charcoal Producer cannot be held responsible.
22. You will treat all co-contractors with respect.
23. Unacceptable Issues: Immediate Termination will be issued
    1. Under the influence of alcohol/drugs during working hours
    2. Brewing your own alcohol
    3. Any form of theft
    4. Fights or disputes / arguments
    5. Dishonesty
    6. Vandalism and damage on purpose
    7. Deliberately setting veld fires etc.
    8. Ignoring orders on a continuous basis
    9. Absent from work without notifying Charcoal Producer, after final warning was issued

## I have read (or it was explained to me) and I understand and accept the above rules & regulations.

## I hereby give my consent for pictures to be taken of me.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Harvesting / Cutting Rules of Trees

FSC guidelines will be used for this section, as well as harvesting permit information. The Department of Forestry is the custodian of the rules and these need to be followed.