



RESOLUTION NO 11 OF 2009

RATIFICATION OF COLLECTIVE AGREEMENT:

AGREEMENT ON THE ESTABLISHMENT, RATIFICATION OF THE GOVERNANCE RULES AND CONFIRMATION OF THE DISPUTE RESOLUTION PROCEDURE APPLICABLE FOR THE FURTHER EDUCATION AND TRAINING COLLEGES (FETC) BARGAINING UNIT

Noting, the provisions of sub rule 14.5 and sub rule 14.6 of the Governance Rules, requiring Council to consider the ratification of an agreement in terms of sub rule 14.4

Also noting, the provisions of sub rule 14.7 of the Governance Rules on the status of such ratified agreement.

Council in the meeting of the 5th November 2009 considered the agreement presented for ratification and agreed by decision of the Council to ratify such agreement.

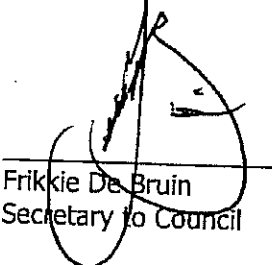
This agreement therefore becomes an agreement of the Council for purposes of review and dispute resolution as per the provisions of the Governance Rules as from the date of ratification.

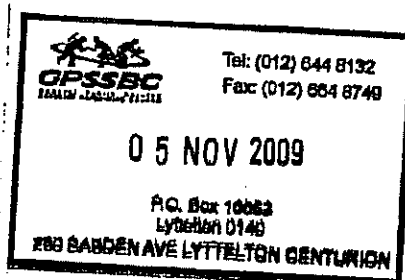
The Constitution of Council as per clause 16.13 determines the numbering of this Resolution.

Parties are required to ensure the implementation of the agreement as per clause 4(f) of the main agreement and sub rule 5 of the Governance Rules.

Date: 5th November 2009

Place: Centurion


Frikkie De Bruin
Secretary to Council



All correspondence must be addressed to the General Secretary

Public Services Bargaining Centre
260 Basden Avenue, Lyttelton, 0176
PO Box 16663, Lyttelton, 0140

RESOLUTION NO ____ OF 2008

**AGREEMENT ON THE ESTABLISHMENT, RATIFICATION OF THE GOVERNANCE
RULES AND CONFIRMATION OF THE DISPUTE RESOLUTION PROCEDURE
APPLICABLE FOR THE FURTHER EDUCATION AND TRAINING COLLEGES (FETC) -
BARGAINING UNIT**

1. SCOPE OF THIS AGREEMENT:

This agreement applies to and shall bind:

the employer;

the employees of the employer who are members of the trade union parties to this agreement; and
the employees of the employer who are not members of any trade union party to this agreement
but who fall within the Scope of the Council;

and;

the employer as envisaged in the FETC Act no. 16 of 2006;

the employees of the employer within the FETC Sector who are employed as support staff defined in
the FETC Act no. 16 of 2006 who are members of the trade union parties to this agreement; and

the employees of the employer within the FETC Sector who are employed as support staff defined in
the FETC Act no. 16 of 2006 and who are not members of any trade union party to this agreement,
but who fall within the Scope of the Bargaining Unit.

2. PURPOSE:

The purpose of this agreement is to;

(a) allow for the establishment of a Bargaining Unit for support staff within the FETC Sector as
envisaged in section 54(3) of the FETC Act no. 16 of 2006 (hereinafter referred to as the
FETC Act) read with GPSSBC Resolution 1/2007.

(b) allow for the ratification of a set of rules governing the operations and/or functioning of the
Unit.



- (c) endorse GPSSBC Resolution 4/2004 as the Rules Governing Dispute Resolution Procedure within the FETC- Unit

3. NOTING:

Noting that the FETC Act transfers support staff from the Public Service to the FETC Sector as an Independent Sector. The FETC Act section 54(3) read with GPSSBC Resolution 1/2007 further requires the PSCBC to create a bargaining unit for this sector

further noting that the Public Service Coordinating Bargaining Council (PSCBC) by decision of the PSCBC designated the General Public Service Sector Bargaining Council (GPSSBC) to facilitate this process

and noting that the General Public Service Sector Bargaining Council concluded Resolution 1/2007 to facilitate this process

4. AGREEMENT:

Therefore, having regard to the above, the Parties to this agreement resolve that –

- (a) the Bargaining Unit within the FETC Sector and as envisaged in GPSSBC Resolution 1/2007 is herewith established;
- (b) annexure "A" (Governance Rules) to this agreement be adopted as the Governance Rules for the FETC Bargaining Unit;
- (c) annexure "B" (GPSSBC Resolution 4/2004) to this agreement be endorsed as the Dispute Resolution Rules for the FETC Bargaining Unit;
- (d) the agreement will come into effect on the date of signing;
- (e) the Executive Committee of the GPSSBC will be responsible for ensuring the operational functioning of the Unit, through the MANCO of the FETC Bargaining Unit.
- (f) The Council will monitor the implementation of this agreement.

5. DISPUTE RESOLUTION:

If there is a dispute about the interpretation or application of this agreement any party may refer the matter to the Council for resolution in terms of the dispute resolution procedure of the Council.


THIS DONE AND SIGNED AT

ON THIS _____ DAY OF _____

2008.

ON BEHALF OF THE EMPLOYER PARTY

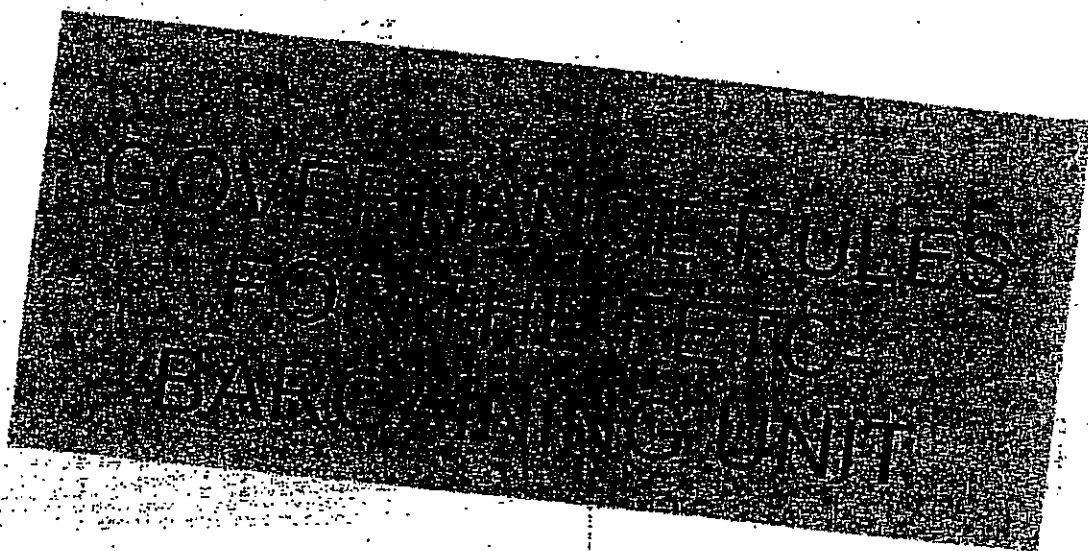
State as Employer- Representing the GPSSBC	Name	Signature

FETC Employers Organization- Representing the FETC-Sector	Name MARU PING MARUWA	Signature 
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ON BEHALF OF TRADE UNION PARTIES

TRADE UNION PARTIES		
Trade Union	Name	Signature
NEHAWU	CLEMENT MARULE	
POPCRU	MATHEUS SIBILOLO	
PSA	Maleka Reiber	

Annexure "A"



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1. INTRODUCTION:

Parties to the GPSSBC concluded Resolution 1 of 2007 to institutionalize the establishment of a Bargaining Unit for Support Staff within the Further Education and Training Sector, within its scope of operation.

2. PURPOSE:

The purpose of these Governance Rules is to;

- 2.1 Provide for an administrative procedure for the Bargaining Unit;
- 2.2 Provide for an environment conducive to expedite negotiations/consultation and deliberation during meetings;
- 2.3 Provide for a structured approach to meetings

3. DEFINITIONS:

3.1 Unless the context indicates otherwise,

- 3.1.1 "Bargaining Unit" means the Bargaining Unit for the FETC-Sector as established in terms of the Further Education and Training Colleges Act 16,2006 read with GPSSBC Resolution 1/2007
- 3.1.2 "Secretary to Council" means the General Secretary of the GPSSBC appointed in terms of clause 12 of the Constitution of the GPSSBC
- 3.1.3 "Administrator" means the person as appointed in terms of clause 16 of the Governance Rules by the GPSSBC
- 3.1.4 "Colleges" means a Public College as established and or declared in terms of the FETC-Act
- 3.1.5 "Council" means the College Council as defined in the FETC-Act
- 3.1.6 "GPSSBC" means the General Public Service Sector Bargaining Council as designated in terms of Section 37 of the Labour Relations Act (66/1995 as amended)

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3.1.7 "Ratification" means a process of endorsing and sanctioning

3.1.8 "Support Staff" means staff as defined in the FETC Act

3.1.9 "Employer" means the Council as intended in Section 20 of the FETC Act

3.1.10 "Employer Organisation" means an organization representing the majority of the Colleges in the Sector such duly registered by the Registrar for the Department of Labour:

3.1.11 "FETC Act" means the Further Education and Training Colleges Act 16 of 2006 as promulgated and published in the Government Gazette 11 December 2006

3.1.12 "Majority" the term majority in these Rules will be calculated on a 50% +1 principle

3.2 Words used in these Governance Rules in the singular include the plural, unless the context indicates otherwise.

3.3 References in these Governance Rules to the male gender include the female gender and vice versa

3.4 Any other expression used in these Governance Rules that is defined in the GPSSBC Constitution shall have the same meaning as in the Constitution.

4. SCOPE:

4.1 The FET-Colleges, as employer, and its employees who are employed as:

4.1.1 Support staff transferred to Colleges in terms of the FETC Act read with GPSSBC Resolution 1/2007

4.1.2 Support staff employed by Colleges in terms of any other Act and/or contract of employment

5. OBJECTIVES:

5.1 The objectives of the Unit are to:

5.1.1 promote labour peace;

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- 5.1.2 promote and maintain sound relationships between the employer and its employees;
- 5.1.3 in terms of these Governance Rules, negotiate and bargain collectively to reach agreement on matters of mutual interest between the employer and employees as represented by admitted trade unions in the Unit;
- 5.1.4 conclude, monitor and enforce collective agreements;
- 5.1.5 comply with its powers and duties in terms of these Governance Rules;
- 5.1.6 consider and deal with such other matters as may affect the interests of the parties to the Bargaining Unit; and
- 5.1.7 promote effective communication between the employer, its employees and trade unions in the Bargaining Unit.

6. POWERS AND FUNCTIONS:

6.1 powers and functions of the Bargaining Unit are to perform those functions set out in these Governance Rules, inter alia-

- 6.1.1 conclusion of the collective agreements;
- 6.1.2 enforcement of collective agreements;
- 6.1.3 prevention and resolution of labour disputes;
- 6.1.4 promotion and establishment of training and education schemes;
- 6.1.5 raising, borrowing, lending, levying and investing funds;
- 6.1.6 development of policy proposals that may affect the Unit;
- 6.1.7 determining, by collective agreement, matters that may not be an issue in dispute for the purposes of a strike or a lock-out at a workplace;
- 6.1.8 exercising any other power to perform any other function that may be necessary or desirable to achieve the objectives of the Bargaining Unit.

6.2 The Bargaining Unit-

- 6.2.1 shall deal with matters within its area of jurisdiction;
- 6.2.2 shall submit a copy of the approved minutes of every meeting of the Unit, duly signed by the person who presided

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at such meeting together with the Administrator of the meeting, to the Secretary of the Council.

6.2.3 shall report any collective agreement to the GPSSBC as per clause 14 of these Governance Rules.

6.2.4 shall report to the GPSSBC as and when required.

7. PARTIES TO THE BARGAINING UNIT:

7.1 The Employer in the Colleges and;

7.2 Only Trade Union parties admitted to the GPSSBC will be admitted to the Unit

7.3 Any further admission of any party will be dealt with by the GPSSBC in terms of the provisions of the Labour Relations Act and Constitution of the GPSSBC.

8. COMPOSITION OF THE BARGAINING UNIT:

8.1 The Bargaining Unit shall, unless otherwise agreed to by the parties to the Unit, consist of

8.1.1 four representatives per Trade Union admitted to the Bargaining Unit, and

8.1.2 an equivalent number of representatives from the Employer that may be elected/nominated

8.2 The Employer must be represented by representatives from an Employer Organisation representing the majority of the Colleges in the Sector as envisaged in the FETC Act and duly registered by the registrar of Labour Relations

9. SUBMISSION OF TRADE UNION MEMBERSHIP:

For purposes of review of membership each admitted trade union must submit to the Secretary to Council by 30 June of each year its audited membership figures as at 31 December of the previous year with regard to its members who fall within the Scope of the Bargaining Unit

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10. DETERMINATION OF BASIS OF VOTES:

10.1 The voting rights of an admitted trade union in the Bargaining Unit must be determined on the basis of the number of members in good standing of such a trade union who are employees as at 31 December of the previous year in proportion to the number members who are employees represented by all the trade unions admitted to the Bargaining Unit.

10.2 The Secretary of Council must determine the number of votes of each admitted trade union based on the membership figures referred to in clause 9.

10.3 The Secretary of Council must, by 14 September of each year-

10.3.1 serve a notice upon every admitted trade union, indicating the number of votes it has in the Bargaining Unit; and

10.3.2 inform the Employer of the number of votes that each admitted trade union has.

10.4 The voting rights determined by the Secretary to Council apply from one Annual General Meeting to the next Annual General Meeting.

10.5 Any Party that disputes a determination of votes by the Secretary of the Council may refer such a dispute to the GPSSBC in terms of its dispute resolution procedures.

10.6 The employer has an equal number of votes to that of the admitted trade unions collectively and the voting rights in the Bargaining Unit must at all times be divided on an equal basis between the trade unions collectively, on the one hand, and the employer on the other hand.

11. CHAIRPERSON OF THE BARGAINING UNIT:

11.1 Parties admitted to the Unit shall elect a Chairperson from among the representatives of the parties admitted to the Bargaining Unit.

11.2 The appointment of a Chairperson will be without financial implication to the GPSSBC.

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11.3 The Chairperson shall serve for a period of twenty-four (24) months from the date of his election, unless he resigns or is removed by a decision of the Unit.

11.4 Where such a position is vacated before the term has expired the parties shall elect another Chairperson for the remainder of the term.

11.5 In the election of the Chairperson, the person receiving the highest percentage of the total votes shall be the duly elected Chairperson.

11.6 A person may be re-elected to the position of Chairperson for a maximum of two consecutive terms.

11.7 The Secretary of Council must act as electoral officer.

11.8 Should an equal number of votes be cast for two or more candidates for the position of Chairperson, the Secretary to Council shall, in the presence of the meeting, write the name of each candidate on a separate piece of paper and place such papers in a suitable container and shall draw one of the papers from the container. The candidate whose name is drawn shall be deemed to have been duly elected.

11.9 The Chairperson must –

11.9.1 Preside over all meetings of the Unit;

11.9.2 Enforce order at all meetings at which he is present in accordance with normal meeting procedures;

11.9.3 Sign the minutes of a meeting after confirmation thereof by the Unit;

11.9.4 Perform such other duties as by usage and custom pertaining to the office of Chairperson

11.10 The Chairperson may not vote on any matter.

12. VICE-CHAIRPERSONS:

12.1 The provisions of Clause 11 read with the necessary changes, apply in respect of the election of two Vice-Chairpersons, one of

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whom must be elected by the Employer and the other by the admitted Trade Unions to the Bargaining Unit.

12.2 When the Chairperson is not available, one of the Vice-Chairpersons must alternately act as Chairperson and must exercise the powers and perform the duties of the Chairperson.

12.3 Whenever the Chairperson or the two Vice-Chairpersons are absent or unable to act at a meeting, the representatives present shall elect from among themselves someone to act as Chairperson for that specific meeting.

13. MANAGEMENT COMMITTEE:

13.1 The Management Committee of the Bargaining Unit consists of-

- (a) the Chairperson and the two Vice-chairpersons by virtue of their respective offices; and
- (b) 3 representatives appointed/elected by the employer and 3 representatives appointed/elected by the admitted trade unions collectively.

13.2 The employer and the admitted trade unions must, respectively, elect/appoint an alternate for each of their representatives in the Management Committee.

13.3 The Secretary to Council may attend meetings of the Management Committee, but may not participate in the making of decisions.

13.4 Subject to the directions and control of the Bargaining Unit, the Management Committee may-

13.4.1 exercise and perform the powers, functions and duties of the Unit relating to the supervision and control of the day-to-day management and administration of the Unit;

13.4.2 Do what is reasonable to give effect to the decisions of the Unit;

13.4.3 exercise and perform any power and duty that is conferred or imposed on the Management Committee by or in terms of

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this governance rules or that is delegated by the Bargaining Unit to the Management Committee; and

13.4.4 make recommendations to the Chairperson of the Bargaining Unit to discuss urgent matters that need resolution

13.4.5 A member of the Management Committee holds office for 12 months unless withdrawn by the employer or admitted trade union parties who appointed/elected the member, and is eligible for re-election at the end of that term.

13.4.6 A member of the Management Committee whose term of office has expired and who is not re-elected, may nevertheless continue to act as a member of the Management Committee until the member's successor assumes office.

13.5 A member of the Management Committee-

13.5.1 may resign from the committee at any time after having given at least one month's notice in writing to the Chairperson of the unit.

13.5.2 must vacate office immediately-

13.5.2.1 in the case of resignation, when the resignation takes effect, or

13.5.2.2 upon ceasing to be a representative of the Bargaining Unit;

13.5.2.3 who fails to attend 3 consecutive meetings of the Management Committee without submitting a prior and formal apology to the Chairperson or without arranging for the alternate to attend in his place, shall cease to be a member from that day.

13.6 The Management Committee may reinstate a member referred to above if it is satisfied that there was an acceptable reason for his failure to attend at least one of the meetings that he failed to attend.

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If the Management Committee does not reinstate such former member within a period of one month from the date on which he ceased to be a member, the employer or the admitted trade unions that elected or appointed him must elect or appoint another member.

- 13.7 If the seat of a member of the Management Committee becomes vacant, it must be filled by the employer or the admitted trade unions, whichever is applicable.

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

- 13.8 The Management Committee must hold a meeting at least once every 2 months.

- 13.9 A special meeting of the Management Committee-

13.9.1 may be called by the Chairperson with a view to disposing of urgent business; and

13.9.2 must be called by the Chairperson within 5 working days of receiving a request for that purpose, stating the purpose of the special meeting and agreed to by the employer and at least 2 members of the admitted trade unions elected/appointed to the Management Committee.

- 13.10 The Administrator must, not later than 5 working days before the date of the meeting, notify each member of the Management Committee showing the date, time and venue of the meeting and the business to be transacted. However, the Chairperson may authorize shorter notice for a special meeting.

13.10.1 At least 2 of the employer representatives plus 2 of the representatives elected/appointed to the Management Committee by the trade unions, shall constitute a quorum for a meeting of the committee.

- 13.11 All decisions of the Management Committee shall be taken by consensus. If consensus cannot be reached, the matter must be referred back to the Bargaining Unit for a decision.

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14. DECISIONS AND RESOLUTIONS OF THE BARGAINING UNIT:

- 14.1 A decision of the Unit requires the vote of the Employer together with a majority of votes of the Trade Unions admitted to the Bargaining Unit.
- 14.2 A collective agreement requires the signatures of the Employer and a number of admitted Trade Unions who represent the majority of votes on the side of labour in the Bargaining Unit.
- 14.3 Collective Agreements of the Bargaining Unit shall not take effect for a period of 30 days from the date of receipt of such by the GPSSBC and/or on the date of ratification by the GPSSBC if such is earlier than 30 days.
- 14.4 During the period contemplated in clause 14.3 the GPSSBC must satisfy itself that the collective agreement of the Bargaining Unit-
 - 14.4.1 falls within the jurisdiction of the Bargaining Unit;
 - 14.4.2 meets the requirements for Collective Agreements as set out in the Labour Relations Act 66/1995 (as amended) and clause 14 of this manual;
 - 14.4.3 is not in conflict with any legislation and or regulations governing the Public Service;
 - 14.4.4 is not in conflict with any decision or collective agreement of the GPSSBC; and
 - 14.4.5 is not in conflict with any decision or collective agreement of the Public Service Coordinating Bargaining Council (PSCBC)
- 14.5 Should it be found that collective agreement of the Bargaining Unit meets the criteria referred to in clause 14.4 the GPSSBC will ratify such collective agreement.
- 14.6 Should it be found that a collective agreement of the Bargaining Unit does not meet the criteria referred to in clause 14.4 the Council shall set aside such collective agreement.

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- 14.7 Collective agreements ratified by GPSSBC becomes an agreement of the GPSSBC for the purpose of review and dispute resolution.
- 14.8 The GPSSBC may by decision extend the period contemplated in clause 14.3 if it is found that the collective agreement raises questions of law or any other issue that requires obtaining of an opinion, where such opinion will take longer than the period as contemplated in clause 14.3. The extended period shall not exceed 30 days unless agreed to by parties.
- 14.9 The Secretary to Council will inform the Bargaining Unit in writing of the extension of the period as contemplated in clause 14.3.
- 14.10 For the purposes of clause 14.4, the Secretary to Council may consider any collective agreement of the Bargaining Unit and notify the GPSSBC of the finding.

15. THE ADMINISTRATOR OF THE BARGAINING UNIT:

- 15.1 The GPSSBC shall appoint the Administrator of the Bargaining Unit on such conditions as determined by the GPSSBC.

~~no arrangement with any other~~
15.2 The GPSSBC can enter into an arrangement with any other Bargaining Council to share the services of an Administrator.

- 15.3 The Administrator shall:

15.3.1 conduct all correspondence of the Bargaining Unit, unless the Unit requires another person to do so.

15.3.2 keep originals of letters received and copies of those despatched;

15.3.3 attend the meetings of the Unit and record the minutes of the meetings or, if he is not available, designate another person to do so;

15.3.4 attend the meetings of the Management Committee and record the minutes of the meetings or, if he is not available, designate another person to do so

15.3.5 ensure that all collective agreements concluded in the Unit are reduced to writing, signed by all parties that support it within 21 working days of reaching agreement and, if a given

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agreement constitutes a collective agreement, circulate it to all parties within 5 working days of signing of the agreement;

15.3.6 ensure that any collective agreement of the Bargaining Unit is reported to the GPSSBC;

15.3.9 fulfil any other functions assigned to the Administrator in these rules, or by the Bargaining Unit or the GPSSBC;

15.3.10 keep in safe custody-

- (a) the approved minutes of every meeting of the Bargaining Unit duly signed by him and by the person who presided at such meeting
- (b) the original signed agreements of the Bargaining Unit

16. ADMINISTRATIVE PROCEDURE OF THE BARGAINING UNIT:

16.1 Submission of agenda items:

16.1.1 Where a party to the Bargaining Unit wishes to place on the agenda an item that needs to be considered, that party shall submit its proposal in writing to the Administrator of the Bargaining Unit.

The motivation must contain where possible, but not limited to, the following

16.1.1.1 **Purpose:** That is expressed in simple and clear terms ,

16.1.1.2 **Background:** Brief reason/s of cause/s of the problem, including intervention history if any.

16.1.1.3 **Recommendations:** List all possible recommendations if applicable and proposals for a way forward.

16.1.1.4 **Urgency:** Parties should indicate if a matter is urgent and motivate.

16.1.1.2 The Administrator of the Bargaining Unit shall circulate the proposal to all parties of the Bargaining Unit.

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16.1.1.3 The proposal shall be submitted to the Administrator of the Bargaining Unit at least ten (10) working days before the meeting of the Unit and shall be circulated to the parties at least five (5) working days before their meeting.

16.1.1.4 If a matter/issue arises between the agenda being circulated and the meeting of the Unit, the Unit shall at the start of the meeting decide on the issue.

16.1.1.5 Based on the urgency of a request, the Chairperson the Administrator to the Bargaining Unit may on his own initiative, or may at the request of a party to the Unit, call a special meeting of the Unit to deal with an urgent matter.

16.1.1.6 The Employer plus a number of admitted Trade Unions representing a majority of the votes on the side of labour must consent to a meeting as contemplated in clause 16.1.1.5

16.2 Notices of meetings:

16.2.1 The Administrator must serve on the parties to the Bargaining Unit a written notice of a meeting showing the date, time, venue and the business to be transacted, at least 5 working days before the date of such a meeting. In the case of clause 16.1.1.5 these provisions may not be applicable and the Chairperson may make a determination on the time frame.

16.2.2 The Administrator must also compile a bundle of documents, including the agenda, minutes of previous meeting, the proposals/motivations on each agenda item; reports etc. and distribute these to parties at least 3 working days before the scheduled meeting.

16.3 Quorum at meetings/starting time of meetings:

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16.3.1 All Bargaining Unit meetings shall start promptly on the scheduled time.

16.3.2 The employer plus the number of admitted trade unions representing a majority of the votes on the side of labour constitute a quorum at any constituted meeting of the Bargaining Unit.

16.3.3 If, within 30 minutes of the time fixed for any meeting, a quorum is not present, the meeting stands adjourned to such other date, time and place to be determined by the Chairperson after consultation with the parties present and the Administrator to the Bargaining Unit, on condition that the Administrator notifies all the relevant parties accordingly.

16.3.4 At such a reconvened meeting the parties present will form a quorum.

16.4 Attendance:

16.4.1 Every meeting of the Bargaining Unit will be conducted in private, unless otherwise agreed to by the Unit.

16.4.2 The attendance of representatives per party to the Bargaining Unit will be in accordance with the provisions of these rules. Observers will only be allowed by agreement of parties to the Unit.

16.5 General Rule/Protocol

16.5.1 Each delegation shall designate amongst its ranks a chief spokesperson.

16.5.2 A point of order shall only be called during a meeting if a member is of the opinion that the speaker has deviated from the matter under discussion.

16.5.3 A point of order shall only be in the form of a question directed to the Chairperson and the latter shall under no

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circumstances allow a discussion to take place on the matter.

16.5.4 If a point of order has been called, the Chairperson shall conclude the point of order before proceeding with the meeting.

16.5.5 The Chairperson shall recognize members indicating that they want to speak and shall announce their turn in order of such indication. No person shall speak unless recognized by the Chairperson.

16.5.6 Procedural rulings of the Chairperson shall be final.

16.5.7 Voting in any meeting of the Bargaining Unit will take place by the show of hands by the chief spokesperson of each party who shall carry the votes of the party.

16.5.8 Rowdy or rude behavior (including disrespect towards others) will not be tolerated and any person making himself guilty of such conduct must excuse himself when requested to do so by the Chairperson.

cellular phones are 16.5.9 The operations of cellular phones are prohibited while meetings are in progress, except by prior agreement with the Chairperson.

16.6 Minutes of meetings:

16.6.1 The Administrator shall forward to all parties copies of the minutes of the meeting within a period of ten (10) working days following a meeting, unless the Bargaining Unit decides otherwise.

16.6.2 The minutes must be duly adopted in the next meeting of the Bargaining Unit.

16.6.3 All meetings of the Bargaining Unit must be mechanically recorded

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16.6.4 The Administrator to the Bargaining Unit will keep safe the original minute and mechanical recording of the meeting.

16.7 Postponement of meetings:

16.7.1 Requests for postponement of a meeting by a party should be done in writing with reasons to the Administrator.

16.7.2 A postponement must be granted by the Chairperson or the Administrator to the Bargaining Unit upon the agreement of the employer and a number of admitted Trade Unions representing a majority of the votes on the side of Labour admitted to the Bargaining Unit.

16.7.3 The Administrator shall inform parties immediately of the postponement of a meeting.

16.7.4 If parties can not agree to the postponement the party requesting such postponement may request the Secretary to Council to postpone such meeting. The request must be submitted in writing with reasons/motivation for the request.

16.7.5 The party objecting to the postponement must forward a written submission indicating the reasons for objecting to the requested postponement.

16.7.6 The Secretary to Council will consider all submissions and make a ruling in this regard. The Secretary to Council will communicate his decision in writing to all the parties.

17. COMMITTEES AND TASK TEAMS:

17.1 The Bargaining Unit may refer by decision of the Unit any agenda item to a task team/committee or special/task team.

17.2 All items referred to a task team/committee shall:

17.2.1 Remain on the agenda of the Bargaining Unit unless otherwise agreed to;

17.2.2 Have clearly stated time frames, including report backs;

17.2.3 Have clear stated terms of reference; and

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17.2.4 Indicate the composition of the task team/committee.

17.3 The period during which the item is being discussed in a task team/committee shall be considered as being part of the negotiation process.

17.4 Recommendations of a task teams/committee must first be endorsed by the Bargaining Unit before it is executed.

17.5 The Bargaining Unit may ratify, set aside or vary such recommendations.

17.6 All parties to the Bargaining Unit still retain the right to place before the Unit a proposal on any matter referred to a task team/committee, if the party is of the view that the task team/committee process is not taking the matter forward.

17.7 The Chairperson/Vice Chairperson may chair meetings of task teams/committees. If the Chairperson/Vice Chairperson are not available to chair such meetings the task team must elect from among themselves a Chairperson.

17.8 The Bargaining Unit must appoint a coordinator from amongst the members of the parties admitted to the Unit to provide secretariat support to the task teams/committee and compile reports of such meetings for submission to the Administrator of the Unit for inclusion in the bundle of documents of the Unit.

17.9 The task team must comprise of an equal number of representatives of both the employer and labour in the Bargaining Unit. Members to the task team must be conversant with the issues to be dealt with by the task team/committee.

18. COLLECTIVE AGREEMENTS:

18.1 Collective agreements of the Bargaining Unit must comply to the criteria in clause 14.4 of this document.

18.2 Collective agreements must also contain the following minimum requirements, but is not limited to:

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18.2.1 **Scope:** A scope indicating the applicability/binding effect of the collective agreement

18.2.2 **Agreement:** A clear and unambiguous outline of the agreement reached.

18.2.3 **Time Frame:** A clause indicating the date of implementation of the agreement and may stipulate a review date if necessary.

18.2.4 **Dispute Resolution:** A clause indicating the dispute resolution path applicable for the specific agreement

18.2.5 **Date:** Clear indication of the date and place of signing of the agreement.

18.2.6 **Signatures:** Surname, initials and signature of the representatives signing the agreement.

18.3 Collective agreements signed in a Bargaining Unit must be forwarded by the Administrator of the Bargaining Unit to the Secretary to Council within five (5) working days of signing of the agreement, for purposes of ratification in terms of clause 14 of this document.

19. GENERAL PROVISIONS:

19.1 Meetings:

19.1.1 A Bargaining Unit meets as and when needed, but must meet at least 4 times per annum.

19.1.2 One (1) of the meetings must be the AGM of the Bargaining Unit

19.1.3 The following matters must be dealt with at the Annual General Meeting:

19.1.3.1 The election of a Chairperson and Vice-chairperson, if necessary in terms of this Governance Rules;

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- 19.1.3.2 the election/appointment of members and alternates of the Management Committee in terms of this Governance Rules;
- 19.1.3.3 the annual report of the Unit;
- 19.1.3.4 the approval of the budget of the Unit;
- 19.1.3.5 the levies to be imposed on the parties to the Unit and
- 19.1.3.6 a report as to the membership figures and the number of votes held by each party in the Bargaining Unit, as determined by the Secretary to Council.
- 19.1.3.7 The Unit may deal with any other urgent matter at the Annual General Meeting:

19.1.4 The Administrator of the Bargaining Unit will determine unless otherwise agreed to, the date, time and venue of the meeting of the Bargaining Unit.

19.1.5 The Administrator to Bargaining Unit will provide parties with an annual program of meeting dates. Such must be adopted by the Unit. After adoption of the dates a copy must be forwarded to the Secretary to Council.

19.2 Media/Communication:

- 19.2.1 Parties should avoid negotiating through the media, and pre-empting outcomes through the media
- 19.2.2 The Bargaining Unit should wherever possible issue joint statements.
- 19.2.3 The Bargaining Unit may develop guidelines on dealing with the media

19.3 Disclosure of Information:

- 19.3.1 Parties should endeavor to have information sharing session prior to negotiations (pre-negotiations meeting)
- 19.3.2 The purpose of these meetings should be to identify and share needs, interest, priorities, constraints, fears (joint identification)
- 19.3.3 Parties should share information that will allow the development of proposals to resolve matters

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19.4 Mandates:

Representatives should have clear mandates whenever they enter into collective bargaining

20. DISPUTE RESOLUTION:

20.1 If a dispute arises during the negotiation process in the Bargaining Unit that cannot be settled parties may approach the Secretary to Council and/or the GPSSBC for intervention.

20.2 If the intervention as contemplated in clause 20.1 fails or the Bargaining Unit decides not to utilize such, any party may refer the matter for conciliation in terms of the Dispute Resolution Procedures and/or Rules of the Council.

20.3 If the matter is not resolved during the conciliation process, parties to the Bargaining Unit may exercise their rights in terms of the Labour Relations Act, 66/1995 (as amended)

21. WINDING UP

21.1 If GPSSBC Resolution 1/2007 is repealed and there is no requirement for the existence of the Unit, the Unit may be wound up as follows:

21.1.1 At a special meeting called for that purpose, the Unit may, by Resolution, decide to wind up the Unit

21.1.2 Upon adoption of such Resolution, the Administrator must take the necessary steps to ensure that-

21.1.2.1 application is immediately made to the GPSSBC for an order giving effect to the resolution; and

21.1.2.2 the Units books and records of account and an inventory of its assets, including funds and investments, are delivered to the GPSSBC.

21.2 Each party to the Unit remains liable for any unpaid liabilities to the Unit as at the adoption of the Resolution to wind up the Unit.

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ANNEXURE B



RULES FOR THE CONDUCT OF PROCEEDINGS BEFORE THE GENERAL PUBLIC SERVICE SECTORAL BARGAINING COUNCIL (GPSSBC)

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PART ONE

SERVING AND FILING DOCUMENTS

1. HOW TO CONTACT THE COUNCIL:

- (1) The addresses, telephone and telefax numbers of the office of the Council are as follows:

Physical address: Lyttelton Office Village, 260 Basden Street, Lyttelton, 0176.

Postal address: PO Box 4437, Pretoria, 0001

Telephone: (012) 644 8132

Fax: (012) 664 8749

- (2) Documents may only be filed with the Council at the address or telefax numbers listed in sub rule (1).

2. OFFICE HOURS:

- (1) Office of the Council will be open every day from Monday to Friday, excluding public holidays, between the hours of 07h30 and 16h00 or as determined by the Council.

- (2) Documents may only be filed with the Council during the hours referred to in sub rule (1).

3. HOW TO CALCULATE TIME PERIODS IN THESE RULES:

- (1) For the purpose of calculating any period of time in terms of these rules-

(a) day means a calendar day; and

(b) the first day is excluded and the last day is included, subject to sub rule (2).

- (2) If the last day of any period falls on a Saturday, Sunday, Public Holiday or on a day during the period between 16 December to 7 January, the last day, for purposes of sub rule (1)(b) will be 8 January or the next working day.

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4. WHO MUST SIGN DOCUMENTS:

- (1) A document that a party must sign in terms of the Act or these rules may be signed by the party or by a person entitled to in terms of the Act or these rules to represent that party in the proceedings.
- (2) If proceedings are jointly instituted or opposed by more than one employee, documents may be signed by an employee who is mandated by the other employees to sign documents. A name list in writing of the employees who have mandated the employee to sign on their behalf must be attached to the referral document.

5. HOW TO SERVE DOCUMENTS ON OTHER PARTIES:

- (1) A party must serve a document on the other parties –
 - (a) by handing a copy of the document to –
 - (i) a person identified in sub rule (2);
 - (ii) a representative authorised in writing to accept service on behalf of a person identified in sub rule (2);
 - (iii) a person who appears to be at least 16 years old and in charge of a persons place of residence, business or place of employment premises at the time;
 - (b) by leaving a copy of the document at –
 - (i) an address chosen by the person identified in sub rule (2) to receive service;
 - (ii) any premises in accordance with sub rule (3);
 - (c) by faxing a copy of the document to a person identified in sub rule (2) fax or telex number respectively, or a number chosen by that person to receive service;
 - (d) by sending a copy of the document by registered post or telegram to the last-known address of the party or an address chosen by the party to receive service.
- (2) A document must be served –
 - (a) in the case of the employer, on a responsible employee of the employer at the workplace where the employee/s involved in the dispute ordinarily work or worked or the chief negotiator of the State.

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(b) in the case of an employee or trade union, on the employee or on an official at the trade union's head office.

(3) If no person identified in sub rule (2) is willing to accept service, service may be effected by affixing a copy of the document to -

(a) the main door of the premises concerned or,

(b) if this is not accessible, a post-box or other place to which the public has access.

6. HOW TO PROVE THAT A DOCUMENT WAS SERVED IN TERMS OF THE RULES:

(1) A party must prove to the Secretary or a panellist that a document was served in terms of these rules, by providing the Secretary or a panellist:

(a) with a copy of proof of mailing the document by registered post to the other party;

(b) with a copy of the telegram or telex communicating the document to the other party;

(c) with a copy of the telefax transmission report indicating the successful transmission to the other party of the whole document; or

(d) if a document was served by hand -

(i) with a copy of a receipt signed by, or on behalf of, the other party clearly indicating the name and designation of the recipient and the place, time and date of service; or

(ii) with a statement confirming service signed by the person who delivered a copy of the document to the other party or left it at any premises.

(2) If proof of service in accordance with sub rule (1) is provided, it is presumed, until the contrary is proved, that the party on whom it was served has knowledge of the contents of the document.

7. HOW TO FILE DOCUMENTS WITH THE COUNCIL:

(1) A party must file documents with the Council:

(a) by handing the document to the office of the Secretary at the address as per rule 1;

(b) by sending a copy of the document by registered post to the office of the Secretary at the address as per rule 1; or

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- (c) by faxing the document to the office of the Secretary at the number listed in rule 1.

(2) A document is filed with the Council when –

- (a) the document is handed to the office of the Secretary;
 - (b) a document sent by registered post is received by the office of the Secretary; or
 - (c) the transmission of the whole of a fax is completed.
- (3) A party must only file the original of a document filed by fax, if requested to do so by the Secretary or a Panellist. A party must comply with a request to file an original document within seven days of the request.

8. DOCUMENTS AND NOTICES SENT BY REGISTERED POST:

Any document or notice sent by registered post by a party or the Council is presumed, until the contrary is proved, to have been received by the person to whom it was sent seven days after it was posted.

9. HOW TO SEEK CONDONATION FOR DOCUMENTS FILED LATE:

- (1) This rule applies to any referral document or application delivered outside of the applicable time period prescribed in the Act, these rules, or the dispute resolution procedure of the Council.
- (2) A party must apply for condonation, in terms of rule 30, when filing the document with the Council.
- (3) An application for condonation must set out the grounds for seeking condonation and must include details of the following:
 - (a) the degree of lateness;
 - (b) the reasons for the lateness;
 - (c) the referring parties' prospects of succeeding with the referral and obtaining the relief sought against the other party;
 - (d) any prejudice to the other party; and
 - (e) any other relevant factors.
- (4) The Secretary may assist a referring party to comply with this rule.

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PART TWO

CONCILIATION OF DISPUTES

10. HOW TO REFER A DISPUTE TO THE COUNCIL FOR CONCILIATION:

- (1) A referral of a dispute for conciliation must be made on the referral forms of the Council.
- (2) The referring party must –
 - (a) sign the referral document in accordance with rule 4;
 - (b) attach to the referral document written proof, in accordance with rule 6, that the referral document was served on the other parties to the dispute;
 - (c) if the referral document is filed out of time, attach an application for condonation in accordance with rule 9.
- (3) The Secretary will refuse to accept a referral document until sub rule (2) has been complied with.

11. WHAT NOTICE MUST THE SECRETARY GIVE OF A CONCILIATION:

The Secretary must give the parties at least 14 days notice in writing of a conciliation hearing, unless the parties agree to a shorter period of notice.

12. SECRETARY MAY SEEK TO RESOLVE A DISPUTE BEFORE CONCILIATION:

The Secretary or a panellist may contact the parties by telephone or other means, prior to the commencement of the conciliation, in order to seek to resolve the dispute.

13. HOW TO DETERMINE WHETHER A PANELLIST MAY CONCILIATE A DISPUTE:

If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the panellist must require the referring party to prove that the Council has the jurisdiction to conciliate the dispute through conciliation.

14. ISSUING OF A CERTIFICATE OF OUTCOME:

A certificate of outcome, stating whether the dispute has or has not been resolved, must identify the nature of the dispute, as described in the referral

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document, or as identified by the panellist and agreed to by parties during the conciliation process.

15. CONCILIATION PROCEEDINGS MAY NOT BE DISCLOSED:

- (1) Conciliation proceedings are private and confidential and are conducted on a without prejudice basis. No person may refer to anything said at conciliation proceedings during any subsequent proceedings, unless the parties agree in writing.
- (2) No person, including a panellist, may be called as a witness during any subsequent proceedings in the Council or in any court to give evidence about what transpired during conciliation.

PART THREE

ARBITRATIONS

16. HOW TO REQUEST ARBITRATION:

- (1) A party may request the Council to arbitrate a dispute by filing the referral form for arbitration with the Secretary.
- (2) The referring party must -
 - (a) sign the referral document in accordance with rule 4;
 - (b) attach to the referral document written proof that the referral document was served on the other parties to the dispute in accordance with rule 6; and
 - (c) if the referral document is served out of time, attach an application for condonation in accordance with rule 9.
- (3) The Secretary will refuse to accept a referral document until sub rule (2) has been complied with.

17. WHEN MUST THE PARTIES FILE STATEMENTS:

- (1) The Secretary or a panellist may direct -
 - (a) the referring party in an arbitration to deliver a statement of case; and
 - (b) the other parties to deliver an answering statement.
- (2) A statement in terms of sub rule (1) must -
 - (a) set out the material facts upon which the party relies and the legal issues that arise from the material facts;

- (b) be delivered within the time-period specified in the notice referred to in sub-rule (1).

18. WHEN THE PARTIES MUST HOLD A PRE-ARBITRATION CONFERENCE

(1) The Secretary to Council or a panellist may request parties to a dispute to hold a pre-arbitration conference dealing with the matters referred to in sub-rule (2).

(2) In a pre-arbitration conference, the parties must attempt to reach consensus on the following:

- (a) any means by which the dispute may be settled;
- (b) facts that are agreed between the parties;
- (c) facts that are in dispute;
- (d) the issues that the Panellist is required to decide;
- (e) the precise relief claimed and if compensation is claimed, the amount of the compensation and how it is calculated;
- (f) the sharing and exchange of relevant documents, and the preparation of a bundle of documents in chronological order with each page numbered;
- (g) the manner in which documentary evidence is to be dealt with, including any agreement on the status of documents and whether documents, or parts of documents, will serve as evidence of what they appear to be;
- (h) whether evidence on affidavit will be admitted with or without the right of any party to cross examine the person who made the affidavit;
- (i) which party must begin;
- (j) the necessity for any *in loco* inspection;
- (k) securing the presence at the hearing of any witness;
- (l) the resolution of any preliminary points that are intended to be taken;
- (m) the exchange of witness statements;
- (n) expert evidence;
- (o) any other means by which the proceedings may be shortened;
- (p) an estimate of the time required for the hearing;

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(q) the right of representation; and

(r) whether an interpreter is required and, if so, for how long and for which languages.

(3) Unless a dispute is settled, the parties must draw up and sign a minute setting out the facts on which the parties agree or disagree in terms of sub rule (2).

(4) A minute in terms of sub rule (3) may also deal with any other matter not listed in sub rule (2).

(5) The referring party must ensure that a copy of the pre-arbitration conference minute is delivered to the appointed panellist and the Secretary to Council within seven days of the conclusion of the pre-arbitration conference.

(6) The Secretary may after receiving a pre-arbitration minute -

(a) enrol the matter for arbitration;

(b) direct the parties to hold a further pre-arbitration conference; or

(c) make any other direction to the parties concerning the conduct of the arbitration.

(7) If a party that has referred a matter to arbitration fails to attend a pre-arbitration conference, the panellist may deal with the matter in terms of rule 29.

(8) If any other party fails to attend a pre-arbitration conference without a justifiable reason, the panellist may make an order of cost against that party.

(9) The parties to an arbitration may agree on own accord to hold a pre-arbitration conference in terms of sub rule (2)

(10) Such pre-arbitration conference as per sub rule (9) must be conducted at least fourteen (14) days before the scheduled set down of the matter.

19. WHAT NOTICE MUST THE SECRETARY GIVE OF ARBITRATION:

The Secretary must give the parties at least 21 days notice, in writing, of an arbitration hearing, unless the parties agree to a shorter period.

20. HOW TO DETERMINE WHETHER A PANELLIST MAY ARBITRATE A DISPUTE:

If during the arbitration proceedings it appears that a jurisdictional issue has not been determined, the panellist must require the referring party to prove that the Council has jurisdiction to arbitrate the dispute.

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PART FOUR

RULES THAT APPLY TO CONCILIATIONS AND ARBITRATIONS

21. WHERE A CONCILIATION OR ARBITRATION WILL TAKE PLACE:

- (1) A dispute must be conciliated or arbitrated in the province in which the cause of action arose, unless otherwise directed by the Secretary.
- (2) The conciliation and /arbitration proceedings shall be held at a venue to be determined by the Secretary, which shall preferably be at the Employee's workplace or the premises of the trade union concerned.

22. WHO MAY APPEAR OR REPRESENT PARTIES IN PROCEEDINGS BEFORE THE COUNCIL:

- (1) In the conciliation proceedings a party to the dispute may appear in person or be represented only by a member, an office bearer or official of that party's trade union or by an employee of any national department or provincial administration.
- (2) Despite sub rule (1) the panellist may during conciliation allow for legal representation to argue matters of Jurisdiction only. After the legal representative argued the matter he/she must be excused from the proceedings.
- (3) In deciding the admissibility of representation as per sub rule (2) the Panellist must take into account the complexity of the issue to be argued, the level of representation of the other party in being able to respond to the argument and any prejudice that may be suffered by any party to allow such representation.
- (4) In any arbitration proceedings, a party to the dispute may appear in person or be represented only by a legal practitioner, a member, and office bearer or official of that party's trade union or an employee of a national department or a provincial administration.

23. OBJECTIONS TO A REPRESENTATIVE APPEARING BEFORE THE COUNCIL:

- (1) A party to the dispute that challenges the right of appearance of a representative must furnish reasons showing why the representative does not have the right of appearance.
- (2) The panellist may call upon the representative to furnish reasons why the representative should be permitted to appear.

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- (3) A representative must tender any documents requested by the panellist, in terms of sub rule (2), including but not limited to, constitutions, payslips, contracts of employment, documents and forms, recognition agreements and proof of membership of a trade union or employers' organisation.

24. HOW TO JOIN OR SUBSTITUTE PARTIES TO PROCEEDINGS:

- (1) The Secretary or a panellist may join any number of persons as parties in proceedings if their right to relief depends on substantially the same question of law or fact.
- (2) A panellist may make an order joining any person as a party in the proceedings if the party to be joined has a substantial interest in the subject matter of the proceedings.
- (3) A panellist may make an order in terms of sub rule (2) -
- (a) of its own accord;
 - (b) on application by a party; or
 - (c) if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a party.
- (4) An application in terms of this rule must be made in terms of rule 30.
- (5) When making an order in terms of sub rule (2), a panellist may -
- (a) give appropriate directions as to the further procedure in the proceedings; and
 - (b) make an order of costs in accordance with these rules.
- (6) If in any proceedings it becomes necessary to substitute a person for an existing party, any party to the proceedings may apply to the Secretary for an order substituting that party for an existing party, and a panellist may make such order or give appropriate directions as to the further procedure in the proceedings.
- (7) An application to join any person as a party to proceedings or to be substituted for an existing party must be accompanied by copies of all documents previously delivered, unless the person concerned or that person's representative is already in possession of the documents.
- (8) Subject to any order made in terms of sub rules (5) and (6), a joinder or substitution in terms of this rule does not affect any steps already taken in the proceedings.

25. HOW TO CORRECT THE CITATION OF A PARTY:

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If a party to any proceedings has been incorrectly or defectively cited, the Secretary or panellist may, on application and on notice to the parties concerned, correct the error or defect.

26. WHEN THE COUNCIL MAY CONSOLIDATE DISPUTES:

The Secretary or a panellist, of his/her own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with in the same proceedings.

27. DISCLOSURE OF DOCUMENTS:

- (1) Either party may request a panellist to make an order as to the disclosure of relevant documents.
- (2) The parties may agree on the disclosure of documents.

28. HOW TO POSTPONE A HEARING:

- (1) A scheduled hearing may be postponed –
 - (a) by agreement between the parties in terms of sub rule (2); or
 - (b) by application and on notice to the other parties in terms of sub rule (3).
- (2) The Secretary must postpone a hearing without the parties appearing if –
 - (a) all the parties to the dispute agree in writing to the postponement; and
 - (b) the written agreement for the postponement is received by the Secretary at least 5 working days prior to the scheduled date of the arbitration.
- (3) If the conditions of sub rule (2) are not met, any party to the dispute may request a postponement provided that it is received by the Secretary and the other parties to the dispute at least 7 working days before the scheduled date of the hearing.
- (4) A party that does not agree to a postponement as contemplated in sub rule 3, may make written representations to the Secretary at least 5 working days before the scheduled date of the hearing.
- (5) After due consideration of any written representations received in terms of sub rule 4, the Secretary must decide whether or not to grant a request for postponement in terms of sub rule 3 and convey his/her decision in writing to the panellist and all parties to the dispute.

- (6) If a party to a dispute fails to comply with the time-periods referred to in sub rules 1 or 3, the hearing must take place on the scheduled date, unless the Secretary on good cause shown grants a postponement and conveys his/her decision in writing to the panellist and all parties to the dispute.
- (7) If a panellist adjourns a hearing in terms of rule 29, the party or parties responsible for the adjournment must bear the cost of adjournment.

29. WHAT HAPPENS IF A PARTY FAILS TO ATTEND PROCEEDINGS BEFORE THE COUNCIL:

- (1) If an applicant fails to attend or be represented at any proceedings before the Council, a panellist may dismiss the matter by issuing a ruling: and
- (2) If a respondent fails to attend or be represented at any proceedings before the Council, a panellist may-
- (i) continue with the proceedings in the absence of the respondent; or
 - (ii) adjourn the proceedings to a later date
- (3) A panellist must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of sub rule (1) or (2).
- (4) If a matter is dismissed, the Secretary must send a copy of the ruling to the parties.

PART FIVE

APPLICATIONS

30. HOW TO BRING AN APPLICATION:

- (1) This rule applies to any -
- (a) application for condonation, joinder, substitution, variation or rescission;
 - (b) application in a jurisdictional dispute;
 - (c) application to have a settlement agreement made an arbitration award in terms of section 142(A) of the Labour Relations Act
 - (d) other preliminary or interlocutory application.
- (2) An application must be brought on notice to all persons who have an interest in the application.
- (3) The party bringing the application must sign the notice of application in accordance with rule 4 and must state -

- (a) the title of the matter;
 - (b) the case number assigned to the matter by the Secretary;
 - (c) the relief sought;
 - (d) the address at which the party delivering the document will accept delivery of all documents and proceedings;
 - (e) that any party that intends to oppose the matter must deliver a notice of opposition and answering affidavit within fourteen days after the application has been delivered to it;
 - (f) that the application may be heard in the absence of a party that does not comply with sub-paragraph (e);
 - (g) that a schedule is included listing the documents that are material and relevant to the application.
- (4) The application must be supported by an affidavit. The affidavit must clearly and concisely set out -
- (a) the names, description and addresses of the parties;
 - (b) a statement of the material facts, in chronological order, on which the application is based, in sufficient detail to enable any person opposing the application to reply to the facts;
 - (c) a statement of legal issues that arise from the material facts, in sufficient detail to enable any party to reply to the document;
 - (d) if the application is filed outside the relevant time period, grounds for condonation in accordance with rule 9; and
 - (e) if the application is brought urgently, the circumstances why the matter is urgent and the reasons why it cannot be dealt with in accordance with the time frames prescribed in these rules.
- (5)
- (a) Any party opposing the application may deliver a notice of opposition and an answering affidavit within fourteen days from the day on which the application was served on that party.
 - (b) A notice of opposition and an answering affidavit must contain, with the changes required by the context, the information required by sub rules (3) and (4) respectively.
- (6)
- (a) The party initiating the proceedings may deliver a replying affidavit within seven days from the day on which any notice of opposition and answering affidavit are served on it.
 - (b) The replying affidavit must address only issues raised in the answering affidavit and may not introduce new issues of fact or law.

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- (7) The Secretary or panellist may permit the affidavits referred to in this rule to be substituted by a written statement.

(8) In an urgent application, the Secretary or a panellist-

- (a) may dispense with the requirements of this rule; and
- (b) may only grant an order against a party that has had notice of the application.

- (9) (a) The Secretary must allocate a date for the hearing of the application once a replying affidavit is delivered, or once the time limit for delivering a replying affidavit has lapsed, whichever occurs first.

(b) The Secretary must notify the parties of the date, time and place of the hearing of the application.

- (10) Despite this rule, the Secretary or a panellist may determine an application in any manner he/she deems fit.

31. HOW TO APPLY TO VARY OR RESCIND, ARBITRATION AWARDS OR RULINGS:

- (1) An application for the variation or rescission of an arbitration award or ruling must be made within fourteen days of the date on which the applicant became aware of-

(a) the arbitration award or ruling; or

(b) a mistake common to the parties to the proceedings.

- (2) A ruling made by a panellist, which has the effect of a final order, will be regarded as a ruling for the purposes of this rule.

PART SIX

CON-ARB IN TERMS OF SECTION 191(5A)

32. CONDUCT OF CON-ARB IN TERMS OF SECTION 191(5A):

- (1) The Council must give the parties at least fourteen (14) days notice in writing that a matter has been scheduled for con-arb in terms of section 191(5A) of the Act.

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- (2) A party that intends to object to a dispute being dealt with in terms of section 191(5A), must deliver a written notice to the Secretary and the other party, at least seven days prior to the scheduled date in terms of sub rule (1).
- (3) Sub rule (2) does not apply to a dispute concerning the dismissal of an employee for any reason related to probation or an unfair labour practice relating to probation.
- (4) If a party fails to appear or be represented at a hearing scheduled in terms of sub rule (1), the panelist must conduct the conciliation on the date specified in the notice issued in sub rule (1).
- (5) Sub rule (4) applies irrespective of whether a party has lodged a notice of objection in terms of sub rule (2).
- (6) Representation of parties in con-arb proceedings is determined in accordance with the provisions of Rule 22.
- (7) The provisions of the Act and these rules that are applicable to conciliation and arbitration respectively apply, with the changes required by the context, to con-arb proceedings.
- (8) If the arbitration does not commence on the date specified in terms of the notice in sub rule (1), the Secretary must schedule the matter for arbitration by issuing a notice in terms of rule 21.

PART SEVEN

CHAIRING OF DISCIPLINARY HEARINGS IN TERMS OF PSCBC RESOLUTION 1/2003

33. HOW TO REQUEST A CHAIRPERSON TO CHAIR A DISCIPLINARY HEARING IN TERMS OF PSCBC RESOLUTION 1/2003:

- (1) An employer requesting the Council to conduct a disciplinary hearing in terms of clause 7.3 (c) must do so by delivering the, completed referral form to the Council.
- (2) The employee must sign the referral form consenting to the process, unless the employee has consented in terms of a contract of employment, in which case a copy of the contract must be attached to the form.
- (3) When filing the referral form, the employer must pay the prescribed fee to the Council. Payment of the fee may only be made by -
 - (a) bank guaranteed cheque; or
 - (b) electronic transfer into the bank account of the Council.

- (4) Within twenty-one (21) days of receiving a request in terms of sub rule (1) and payment of the prescribed fee, the Secretary must notify the parties to the disciplinary hearing of when and where the hearing will be held.
- (5) Unless the parties agree otherwise, the Secretary must give the parties at least fourteen (14) days notice of the commencement of the hearing.
- (6) The Council is only required to refund a fee paid in terms of sub rule (3), if the Council is notified of the resolution/ postponement of the matter prior to issuing a notice in terms of sub rule (4).

PART EIGHT

GENERAL

34. CONDONATION FOR FAILURE TO COMPLY WITH THE RULES:

The Secretary or a panellist may condone any failure to comply with the time frames in these rules on good cause shown.

35. RECORD OF PROCEEDINGS:

(1) The Council must keep a record of –

(a) any evidence given in an arbitration hearing;

(b) any sworn testimony given in any proceedings before the Council; and

(c) any arbitration award or ruling made by a panellist.

(2) The record may be kept by legible hand-written notes or by means of an electronic or a mechanical recording.

(3) A party may request a copy of the transcript of a record or a portion of a record kept in terms of sub rule (2), on payment of the costs of the transcription.

(4) After the person who makes the transcript of the record has certified that it is correct, the record must be returned to the Secretary.

(5) The transcript of a record certified as correct in terms of sub rule (4) is presumed to be correct, unless the Labour Court decides otherwise.

36. HOW TO HAVE A SUBPOENA ISSUED:

(1) Any party who requires the panellist to subpoena a person in terms of section 142(1) of the Act, must file a completed subpoena form together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary.

- (2) A party requesting the Council to waive the requirement for the party to pay witness fees in terms of section 142(7)(c) must set out the reasons for the request in writing at the time of requesting the Council to issue a subpoena in respect of that witness.
- (3) An application in terms of sub rule (1) must be filed with the Secretary at least fourteen days before the arbitration hearing, or as directed by the panellist hearing the arbitration.
- (4) The Secretary or a panellist may refuse to issue a subpoena if—
- (a) the party does not establish why the evidence of the person is necessary;
 - (b) the party subpoenaed does not have a reasonable period in which to comply with the subpoena;
 - (c) the Secretary or a panellist is not satisfied that the party has made arrangements to pay the witness fees and the reasonable travel costs of the person subpoenaed.
- (5) A subpoena must be served on the witness subpoenaed —
- (a) by the Secretary, by the person who has requested the issue of the subpoena or by the Sheriff, at least seven days before the scheduled date of the arbitration; and
 - (b) if so directed by the panellist, accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Government Gazette in terms of section 142(7) of the Act and the witnesses' reasonable travel costs.

37. PAYMENT OF WITNESS FEES:

- (1) A witness subpoenaed in any proceedings in the Council must be paid a witness fee in accordance with the tariff of allowances published by notice in the Government Gazette in terms of section 142(7) of the Act, provided that, if such witness is an employee of the state, such witness shall not be paid an allowance for the time that he/she was required to be available to give evidence during such proceedings, unless he or she can show that he or she will not be paid for such time.
- (2) The witness fee must be paid by —
- (a) the party who requested the Council to issue the subpoena; or
 - (b) the Council, if the issue of the subpoena was not requested by a party or if the Secretary or panellist waives the requirement for the party to pay witnesses fees in terms of section 142(7)(c)

- (3) Despite sub rule (1), the panellist may, in appropriate circumstances, order that a witness receive no fee or only part of the prescribed fee.

38. TAXATION OF BILLS OF COST:

- (1) The basis on which a panellist may make an order as to costs in any arbitration, is regulated by the dispute resolution procedure of the Council and section 138(10) of the Act.
- (2) The Secretary may appoint taxing officers to perform the functions of a taxing officer in terms of these rules.
- (3) The Secretary will determine the date, time and venue for the taxation.
- (4) The taxing officer must tax any bill of costs for services rendered in connection with proceedings in the Council in terms of Annexure A attached hereto.
- (5) At the taxation of any bill of costs, the taxing officer may call for any book, document, paper or account that, in the taxing officer's opinion, is necessary to properly determine any matter arising from the taxation.
- (6) Any person requesting a taxation must complete the application form
- (7) The taxing officer must ascertain -
 - (a) the party's entitlement to be present at the taxation; and
 - (b) that the parties have received notice of the date, time and place of the taxation.
- (8) Any decision by a taxing officer has the status of an arbitration award and is subject to review by the Labour Court.

39. WHAT WORDS MEAN IN THESE RULES:

Any expression in these rules that is defined in the Labour Relations Act, 1995 (Act No. 66 of 1995), has the same meaning as in that Act except that, if such expression is defined in the constitution or the dispute resolution procedure of the Council, it shall have the same meaning as in the constitution or such dispute procedure.

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995), and includes any regulation made in terms of that Act;

"association" means any unincorporated body of persons;

"con-arb" means proceedings held in terms of section 191(5A);

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"deliver" means serve on other parties and file with the Commission;

"employer" means the State as employer falling within the registered scope of the Councils

"file" means to lodge with the Council in terms of rule 7;

"Labour Court" means the Labour Court established by section 151 of the Act and includes any judge of the Labour Court;

"panellist" means a person appointed to handle disputes as conciliators or arbitrators;

"party" means any party to proceedings before the Council and may be organisations and/or individuals;

"public holiday" means a public holiday referred to in section 1 of the Public Holidays Act, 1994 (Act No. 36 of 1994);

"Council" means the GPSSBC

"rules" means these rules and includes any footnote to a rule;

"Secretary" means the secretary of the Council

"serve" means to serve in accordance with rule 5 and "service" has a corresponding meaning; and


"taxing officer" means any panellist appointed by the Secretary in terms of rule 38.

"working days" means working days, excluding Saturdays, Sundays and Public holidays, and excludes the first and includes the last day.

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ANNEXURE A : TAXATION OF BILL OF COSTS

	DESCRIPTIONS OF FEES AND DISBURSEMENTS	FEES & DISBURSEMENTS APPLICABLE TO LEGAL PRACTITIONERS AND TO TRADE UNION OFFICIALS, OFFICIALS OF EMPLOYERS' ORGANISATIONS AND EMPLOYEE ACTING ON BEHALF OF THEIR EMPLOYERS AND TO THE COUNCIL
1.	Taking instructions to refer or to defend a dispute.	R150-00
2.	Completion of "referral document".	R60-00
3.	Service and filing of documents	Any disbursement reasonably incurred to give effect to the provisions of clauses requiring a document to be forwarded to the Council or other party.
4.	Taking instructions to request arbitration, where applicable.	R75-00
5.	Making necessary copies	R1-00 per page
6.	Taking instructions to make or to oppose any other application as provided in the rules	R150-00
7.	Drafting and drawing documents in support of or in opposition of any application in terms of the rules.	R20-00 per folio
8.	Attending on signature of any affidavit drafted in support or in opposition of an application in terms of the rules.	R60-00
9.	Preparation for arbitration hearing and consulting with witnesses.	R300-00 per hour.

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	DESCRIPTIONS OF FEES AND DISBURSEMENTS	FEES & DISBURSEMENTS APPLICABLE TO LEGAL PRACTITIONERS AND TO TRADE UNION OFFICIALS, OFFICIALS OF EMPLOYERS' ORGANISATIONS AND EMPLOYEE ACTING ON BEHALF OF THEIR EMPLOYERS AND TO THE COUNCIL
10.	Attending conciliation arbitration; pre-arbitration conference including waiting time, time spent on attending inspection in loco, and travelling time to and from the venue.	R100-00 per quarter-hour or part thereof.
11.	Sorting, arranging and pagination of documents and compiling index for purposes of an arbitration hearing.	R100-00
12.	Any necessary telephone call for purposes of the orderly process of determining the dispute between the parties, including the disbursements incurred in making or receiving the telephone call.	R10-00
13.	Any necessary letter written or received for purpose of the orderly process of determining the dispute between the parties, including any disbursement incurred in sending or receiving the letter.	R10-00
14.	Travelling costs for the purposes of attending conciliation, con-arb, pre-arbitration conference, arbitration hearing and taxation.	R1-50 per kilometre
15.	Drawing bill of costs	R75-00
16.	Attending to taxation	R75-00

NOTE

One folio consists of two hundred and fifty (250) words or part thereof.

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 [Signature]