



Western Cape
Government

Department of the Premier

Organisational Rights Agreement

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1. PREAMBLE

1.1 The purpose of this agreement is to establish and formalise procedures according to which Organisational Rights shall be exercised.

1.2 The parties agree that an Organisational Rights Agreement be implemented to ensure mutual understanding of rights and obligations in this regard.

1.3 The parties furthermore, recognise the important role that both management and organised labour has to play at all levels of the bargaining process and by this agreement commit themselves to promote

- * sound relations between management and employees,
- * the understanding of rights and obligations in order to reduce conflict between the role players,
- * mutual respect between management, organised labour and all other employees,
- * labour peace,
- * an efficient public service, and
- * goodwill between management, organised labour and employees.

2. DEFINITIONS

In this agreement unless the context otherwise indicates:

2.1 **“Chamber”** means the Bargaining Chamber for the WCG established in terms of Annexure A of PSCBC Resolution 9 of 2003.

2.2 **“Employee”** means a person employed by the Western Cape Government (WCG) in terms of the Public Service Act and who falls within the registered scope of the Chamber.

2.3 **“Essential Service”** means a service the interruption of which endangers the life, personal safety or health of the whole or any part of the population and include-

- (a) provision of water, power and sanitation;
- (b) emergency health services, and provision of emergency health facilities, to the community or a part thereof;
- (c) fire-fighting services;
- (d) key-point computer services;
- (e) nursing services;
- (f) medical and paramedical services;

- (g) services by employees in the management echelon;
 - (h) services by employees responsible for the payment of social pensions;
 - (i) any service declared by the Essential Services Committee to be an essential service;
 - (j) services which the Bargaining Chamber agree to be essential services;
 - (k) support services essential to the rendering of any services contemplated in this subsection.
- 2.4 **"FTSS's"** means a union representative appointed as a full-time shop steward in terms of an agreement reached within a sectoral bargaining council of the PSCBC.
- 2.5 **"Head of a Provincial Department"** means a person appointed as Head of a particular Provincial Department.
- 2.6 **"Institution"** means an establishment of a Provincial Department as determined by the relevant head of department or his/her delegate.
- 2.7 **"IMLC"** means the Institutional Management and Labour Committee.
- 2.8 **"Lawful activities"** means to recruit, communicate or otherwise serve the interests and rights of members.
- 2.9 **"Management representative"** means an employee of the WCG appointed with specific responsibilities to manage at an institution.
- 2.10 **"Member"** means an employee of the WCG in respect of whom a valid stop order for the deduction of membership fees for a Union has been implemented by management or other auditable methods verified by the auditor appointed by the Council.
- 2.11 **"Organisational rights"** means the rights provided for in this agreement.
- 2.12 **"Parties"** means the WCG as employer on the one hand and the following Unions on the other hand:
- Democratic Nursing Organisation of South Africa (DENOSA)
 - South African Democratic Teacher's Union (SADTU)
 - Health and other Services Personnel Trade Union of South Africa (HOSPERSA)
 - National Education, Health and Allied Workers' Union (NEHAWU)
 - National Professional Teacher's Organisation of South Africa (NAPTOSA)
 - Public Servants Association of South Africa (PSA)
 - Police and Prisons Civil Rights Union (POPCRU)
 - South African Policing Union (SAPU)

- 2.13 Sectoral Bargaining Chamber means the Public Health and Social Development Sectoral Bargaining Chamber (PHSDSBC) and the General Public Service Sectoral Bargaining Chamber (GPSSBC)
- 2.14 **“Union”** means a registered employee organisation (also acting together) that is recognised by the WCG and admitted to the Chamber.
- 2.15 **“Union office bearer”** means a person who is a union representative that holds office in a union but who is not a union official. -
- 2.16 **“Union Official”** means an employee of the union employed on a full-time or part-time basis.
- 2.17 **“Union representative”** means a member of a union who is elected to represent employees at an institution and who has been recognised in terms of clause 7.1 of this Agreement.
- 2.18 **“Union Representative Committee”** means union representatives of the different unions at a particular institution.

3. SCOPE OF APPLICATION

- 3.1 This agreement is applicable to all employees, employer representatives and unions.
- 3.2 This agreement will also be applicable to any union admitted to Sectoral Bargaining Chamber.

4. UNION ACCESS TO PREMISES OF THE WCG

4.1 Arrangements

- 4.1.1 The parties acknowledge the need for FTSS's/union officials/office bearers to enter premises of institutions of the WCG from time to time in order to perform lawful union activities in terms of this agreement.
- 4.1.2 The parties however agree that such access shall not threaten life or property and shall not initiate the undue disruption of work and shall always be subject to the following conditions
- * proper and timeous at least (48 hours) request to management of the envisaged access with details of the purpose, anticipated duration and whom to be visited if the number of employees exceeds two (2);
 - * details of the union officials/office bearers to visit the premises of institutions shall be supplied;

- * not more than two FTSS's/union officials/office bearers shall visit an institution at a given time unless institutional management has given the necessary permission for this;
- * access to institutions and/or members shall not unreasonably be withheld;
- * FTSS's/union officials/office bearers and management shall be accommodative of each other regarding the performance of their respective duties; and
- * access to members involved in essential services may require additional arrangements.

4.2 **Purpose of access to premises of institutions**

4.2.1 **Recruitment of members**

4.2.1.1 FTSS's/union officials/office bearers shall have the right of access to premises of institutions of the WCG in order to recruit members whether or not the concerned union has members at that institution.

4.2.1.2 Management shall endeavour to assist FTSS's/union officials/office bearers in their recruitment efforts by making available the use of designated notice boards and a venue (if available) where interviews with prospective members can be conducted.

4.2.1.3 Individual workers who wish to become members of a union, may request reasonable time off to discuss the matter with the FTSS's/union official/office bearer and permission shall not unreasonably be denied but proceedings will be arranged/managed to prevent congestion of staff during recruitment efforts and with due regard to the operational requirements of the institution.

4.2.1.4 Unions may conduct collective recruitment sessions at the premises of institutions of the WCG in workers' own time.

4.3 **Communication with members**

4.3.1 Subject to the provisions of this Agreement FTSS's/union officials/office bearers shall have the right of access to the premises of institutions to communicate with their members.

4.4 **Serving the interests of members**

- 4.4.1 FTSS's/union officials/office bearers shall have the right of access to premises of institutions to serve the interests of members.
- 4.4.2 Acting in the collective interests of members could also involve meetings provided for in terms of this agreement.
- 4.4.3 In the case of industrial action, FTSS's/union officials/office bearers of the union(s) involved in such industrial action shall be allowed access to the premises of institutions to help to defuse the situation, to safeguard life and property and to prevent the undue or further disruption of services.
- 4.4.4 FTSS's/union officials/office bearers shall have the right to assist members in the election of union representatives and to advise/represent members during grievance/disciplinary procedures in terms of the provisions regulating such procedures.

4.5 **Meetings**

- 4.5.1 Subject to the provisions of this Agreement FTSS's, union officials and union representatives at that institution shall have the right to meet with their members. Such meetings will take place in members' own time unless the provisions of clause 4.5.1.1 (i) are utilised for such purpose.
- 4.5.1.1 (i) Recognised trade unions that have members at an institution, will be permitted to have a total of twelve (12) hours per annum, with the proviso that no meeting will last for more than 60 minutes (including travelling time).
- (ii) Management shall provide the venue for meetings, if available and the unions undertake not to disrupt services, cause damage to property and undertake to comply with security and safety measures.
- (iii) Recognised trade unions at an institution undertake to liaise with the management concerned in order to determine an annual programme of meetings.
- (iv) Prior permission to hold a meeting has to be granted by the management of the institution.
- (v) Requests for holding a meeting and an indication of its purpose must be submitted in writing to management giving at 3 working days notice.

- (vi) Union representatives conducting/attending such meetings will not be penalised in terms of the 15 days special leave granted per annum for the purposes of attending meetings during working hours as permitted by this agreement.
- (vii) Trade union members wishing to attend such meetings must obtain prior permission from their supervisors. Operational requirements could prevent some union members from attending some meetings although permission will not be unreasonably withheld.
- (viii) The parties agree that such meetings may not cause any disruption of the day-to-day operations of the institution concerned.
- (ix) In respect of clauses (ii) and (iii) above it is agreed that the IMLC could finalise the logistics of meetings.

4.6 **Assisting Members**

4.6.1 FTSS/Trade Unions officials/Office bearers will have access to the premises to represent members in disciplinary hearings/grievance procedures/dispute resolution mechanisms and to consult with members involved in preparation thereof.

4.7 **Emergency Meetings**

4.7.1 If, in its opinion, a union requires to hold an urgent meeting with its members, it shall be entitled to do so on 48 hours written notice by a FTSS/union official to the relevant institutional head. The need for the meeting shall be set out in the application and management shall allow the FTSS/union official access to the relevant union members at a time and place to be determined by management with due regard to the operational requirements of the institution.

4.7.2 The 48-hour period may be reduced in appropriate cases by agreement, which shall not be unreasonably withheld.

4.7.3 If management refuses to reduce the period or refuses to grant permission for the meeting and the union persists in its demand, it shall consult all the members of the relevant IMLC which shall determine whether it is appropriate to allow the meeting. The finding of the IMLC shall be final. Where no IMLC exists or if the IMLC cannot reach agreement the union(s) concerned may refer the matter to

the Corporate Service Centre: Employee Relations component for facilitation of the matter.

5. DEDUCTION OF UNION SUBSCRIPTIONS

5.1 Members of unions may authorise the WCG by means of stop orders to deduct subscriptions from their salaries and to remit it to the respective unions.

5.2 Stop order deductions shall be implemented as soon as possible but are subject to fixed cut-off dates for implementation on the salary system. The WCG shall not be liable for the collection of subscriptions in arrears.

5.3 Unions shall report the failure of the implementation of stop orders as soon as possible to management.

5.4 In the event of any adjustments in the amount of subscriptions, unions shall give the WCG not less than 30 days written notice of such adjustments in order to enable the WCG to deduct the adjusted subscriptions. Such adjustments shall be implemented as soon as possible but are also subject to fixed cut-off dates for implementation on the salary system.

5.5 The WCG shall remit deducted fees not later than by the 15th day of the month following the month in which deductions were made.

5.6 A member may revoke a stop order by giving three months written notice to the WCG and the union using the attached prescribed form annexure A.

5.7 The WCG may with each monthly remittance, supply the following information to unions -

5.7.1 a list of the names of every member from whose salaries the employer has made the deductions as well as the related amounts;

5.7.2 a copy of every notice of revocation in terms of paragraph 5.6 above.

6. LEVELS OF COLLECTIVE BARGAINING

6.1 The parties acknowledge the right of unions to consult/bargain collectively on matters of mutual interest at-

- Institutional level - matters which fall within the jurisdiction of institutional management
- Regional/area/district level - matters which fall within the jurisdiction of such regions/areas/districts (where such offices exist).

- Departmental level - matters which fall within the jurisdiction of a Head of a Provincial Department concerned.
- Provincial Sectoral Chamber Level: matters which fall within the exclusive jurisdiction of a sectoral chamber
- Provincial level – provincial matters which affect more than one sector falling within the jurisdiction of the WCG

6.1.1 Meetings at Departmental level shall include at least one union official from the union involved.

7. DISTRIBUTION AND ELECTION OF UNION REPRESENTATIVES AT INSTITUTIONAL LEVEL

7.1 Distribution

7.1.1 Each union at institutional level (for as long as they are members to the sectoral bargaining chamber) will qualify to elect union representatives at that institution on the following basis -

Number of members at institution	Number of Union Representatives that may be elected
10	4
11 - 50	4
51 - 100	5
101 - 150	5
151 - 200	7
201 - 250	7
251 - 300	7
301 - 400	8
401 - 500	9
501 - 600	10
601 - 800	11
801 - 1000	12
1001 - 1500	13
1501 - 2000	14
2001 - 2500	15
2501 - 3000	16

3001 – 3500	17
3501 – 4000	18
4001 – 4500	19
4501 +	20

7.2 **Union representatives Committees**

7.2.1 Each union which qualifies in terms of clause 7.1 to elect union representatives shall also qualify to have its own union representative committee at that institution.

7.2.2 No meetings may take place between the union representative committees and institutional management on transverse issues or other issues that could have an impact on the members of other unions as such meetings are to be conducted by the IMLC unless no IMLC exists.

7.2.3 Bilateral discussions may be held with management representatives on issues only affecting a particular union such as election of shop stewards. Such discussions shall not be used to substitute procedures relating to personal grievances and individual queries/problems.

7.2.4 The union representative committee for each union shall consist of the union representatives elected by the union members at that institution in terms of clause 7.1.

7.2.5 The WCG accepts that union representatives elected in terms of this Agreement have the right to represent their members in terms of this or any other written agreement between the parties.

7.2.6 Union representatives elected in terms of this Agreement will be formally recognised as representatives and will qualify for benefits in terms of this Agreement.

7.3 **Election of Union representatives**

7.3.1 Unions shall be entitled to prepare for and conduct elections for union representatives at institutions where they are sufficiently representative.

7.3.2 The election of union representatives shall be held in terms of the Constitution of each union.

7.3.3 The election date, venue and procedural details for the election, as well as the time allocated for this purpose, shall be agreed to between Management and

the respective unions at least seven (7) days prior to the election. However, any extension or rescheduling of time shall take into account the situation at the institution and shall be mutually agreed upon between management and the respective unions. Management may appoint observers during such elections. Ballot boxes and voting forms, including the cost thereof, shall be the responsibility of unions.

7.3.4 Unions shall inform Management in writing of the names of the elected union representatives within seven (7) days of the conclusion of such elections. Recognition of union representatives who held previous offices shall continue until management has been formally notified of newly elected union representatives.

7.3.5 The term of office of union representatives will be in terms of the unions' constitution after which they may be re-elected.

7.3.6 By-elections may be held should a vacancy occur and arrangements for this purpose shall be agreed upon between management and unions.

7.4 **Termination of office of union representatives**

7.4.1 A union representative shall vacate his/her position in the event of the following:

- upon resignation as a union representative;
- upon the termination of service in the WCG or institution where elected;
- upon expiry of term of office;
- if he/she is replaced as a representative in terms of the Unions' Constitution; and
- upon resignation from the union that he/she represents.

7.5 **Functions of union representatives**

7.5.1 Union representatives shall have the right to perform the following functions/duties:

7.5.1.1 at the request of a member at the same institution, to assist and represent the member in grievance and disciplinary proceedings;

7.5.1.2 to monitor the employer's compliance with the provisions of the Labour Relations Act, 1995, any law regulating terms and conditions of employment and any collective agreement binding on the employer;

7.5.1.3 to report any alleged contravention of the workplace-related provisions of the Labour Relations Act, 1995, any law regulating terms and conditions of employment and any collective agreement binding on the employer after attempting first to correct any such contravention with the other party where possible-

- the management;
- the unions; and
- any responsible authority or agency.

7.5.1.4 to perform any other function agreed to between unions and Management.

7.6 **Establishment of a Labour Caucus**

7.6.1 Unions that have representatives in terms of clause 7.1 shall establish a Labour Caucus at institutional level.

7.6.2 Each union shall be proportionately represented on the Labour Caucus based on its union's membership at that institution.

7.6.3 The composition of the Labour Caucus shall be subject to the following criteria:

7.6.3.1 Each union with up to 40 members will be entitled to one representative.

7.6.3.2 Each union with more than 40 members will be entitled to two representatives.

7.6.4 Unions shall inform Management in writing of the names of their appointed Labour Caucus representatives on the request of management.

7.6.5 Representatives serving on the Labour Caucus, shall formally be recognised as representatives of such caucus and will be allowed one hour per month to meet in official time and will qualify for benefits in terms of this agreement. Institutional management should be provided with a schedule indicating the times and dates on which such meetings are planned for a reasonable period ahead.

7.6.6 Decision making in the IMLC will be based on the proportional allocation of votes, determined by union membership as a percentage of the total union membership at that institution.

7.6.7 Management will have an equal number of votes in relation to the total number of votes of the union representatives jointly and the voting rights in the IMLC shall at all times be divided on an equal basis between the trade unions collectively, on the one hand, and management on the other hand.

7.7 **Meetings at Institutional Level**

- 7.7.1 The Labour Caucus shall conduct IMLC meetings with Management on behalf of the members of the various unions whom they represent.
- 7.7.2 Management may appoint up to an equal number of persons as the number of representatives of the Labour Caucus to represent Management at that level. This body shall be known as the Institutional Management and Labour Committee (IMLC) with the primary goal of Consulting /bargaining on transverse or other collective issues that could impact on the members of more than one union with due regard to clause 6.1 of this agreement and to promote harmony in the institution.
- 7.7.3 Meetings must take place on a scheduled monthly basis or otherwise by agreement between the parties.
- 7.7.4 The IMLC shall not be used to substitute procedures relating to personal grievances and personal/individual queries/problems.
- 7.7.5 The meetings referred to in clause 7.7.3 above shall be held on a day mutually agreed upon by both parties at the institution during working hours.
- 7.7.6 Each party of the IMLC has the right to co-opt a representative from the same institution in the event of an incidental vacancy occurring on either side.
- 7.7.7 Members of the WCG's Regional/Area/Head Office Management including members of the Labour Relations Components as well as FTSS's/Union Officials shall have the right to attend meetings of the IMLC in an advisory capacity subject to a maximum of two persons on either side.
- 7.7.8 During meetings of the IMLC, the normal rules of meeting procedures shall apply.
- 7.7.9 All parties agree to consult, negotiate, deliberate and hold discussions in good faith during such meetings.
- 7.7.10 A representative of the employer shall act as Chairperson of the IMLC.
- 7.7.11 The secretarial services for the IMLC shall be provided by the Management.
- 7.7.12 The secretary of the IMLC shall prepare and supply all notices of meetings plus agendas to Management and Labour Caucus representatives serving on the IMLC together with the minutes of the previous meeting, at least 7 (seven) days prior to the date of the next meeting. Detailed submissions for the agenda must be submitted in writing 10 (ten) days prior to the meeting. It is also the responsibility of the secretary to keep minutes of meetings. The pro-forma agenda agreed upon for this purpose in the Provincial Bargaining Chamber must be utilised for meetings. (Annexure B)

- 7.7.13 It is the responsibility of the secretary to keep minutes of the IMLC meetings which must be supplied to management and Labour Caucus representatives within 7 working days after a meeting of the IMLC.
- 7.7.14 Either party may request special meetings in cases where issues have to be addressed as a matter of urgency. Such meetings will be held by mutual agreement. Both parties undertake not to utilise these emergency meetings to circumvent existing structures or procedures.
- 7.7.15 Feedback to the members via Union representatives on decisions taken by the IMLC, shall take place as soon as possible. The date, time and place shall be arranged with management.
- 7.7.16 Matters which do not fall within the jurisdiction of management shall be referred to the relevant level in terms of clause 6.1 of this agreement.
- 7.7.17 Disputes at IMLC level: Any party to a dispute at IMLC level may refer the matter to the next higher level of collective bargaining as provided for in terms of clause 6.1 of the Agreement. Such higher level should endeavour to resolve the dispute within 30 days. Disputes that remain unresolved at departmental level may be referred to the relevant Bargaining Chamber.
- 7.7.18 Unions involved in matters to be referred to regional/area/district level and departmental level in terms of clause 7.7.16 and 7.7.17 can nominate up to 2 representatives per union which might include a FTSS's/union official to represent them in consultation/collective bargaining with management at these levels. Management at these levels may nominate an equal number of representatives as the total of the union representatives.
- 7.7.19 Multilateral meetings at Head Office level – where no IMLC exists at Head Office Level, Departments may arrange multilateral meetings with unions active in that department to discuss matters of mutual interest. Unions may also request such multilateral meetings.

7.8 **Leave for union activities**

- 7.8.1 Union representatives/office bearers shall, in terms of the PSCBC Resolution 1 of 2012, be entitled to special leave in accordance with the national negotiated number of 15 days per annum at full pay during working hours exclusively for purposes to perform the functions in terms of this agreement as set out in Annexure C. Provision is also made for the pooling of the allocated 15 days leave per union representatives for each recognised trade union. Union

representatives can utilise such leave for union activities subject to the number of leave days left in the pool in accordance with the Departmental Standard Operating Procedures in this regard.

7.8.2 In order to qualify for this benefit, the following principles shall apply:

- the union representative is a bona-fide elected Union representative in terms of clause 7;
- that his/her name is enrolled in the register of recognised union representatives as kept by the Institution;
- that prior arrangements be made to obtain permission at all times with supervisors in the event of this right being exercised;
- that the movement of union representatives who are not office bearers, except for training purposes, be limited to the institutions where they are elected to perform their respective functions; and
- that proper record be kept of leave taken in this regard.

8. USE OF FACILITIES

8.1 Where possible, Management shall make available furnished office space to Unions for Union business if so required. Where office space is not available for the sole use of a Union an arrangement (i.e. time/period) may be made for the sharing of office space.

8.2 Management shall allow unions the use of designated notice boards, provided that such notices shall have been approved by Management prior to display which approval shall not be unreasonably withheld. Notices shall be signed by an IMLC representative.

8.2.1 All notices shall be removed timeously by the union concerned once the relevancy of the notice has expired.

8.3 With prior arrangement with Management access to a telephone for local calls to union offices may be provided to members of the IMLC.

8.3.1 Unions will be liable for cost for all phone calls made for union business.

8.4 Management may also grant members of the IMLC access to fax and photo copy machines subject to the following conditions:

8.4.1 availability of such facilities;

8.4.2 that such access shall not interfere with the normal functioning of the offices/institutions;

8.4.3 that unions are liable for actual cost, incurred by the use of facilities.

8.5 On provision of any of the above facilities the union agrees to enter into an agreement with institutional management on the control measures to be applied to determine cost.

9. DISCLOSURE OF INFORMATION

9.1 The WCG and unions shall disclose to each other all relevant information that will allow them to engage effectively in consultation or collective bargaining with due regard for the provisions of Section 16(5) of the Labour Relations Act, 1995 which states that parties are not required to disclose information-

9.1.1 that is legally privileged;

9.1.2 that is contravening a prohibition imposed by any law or order of any court;

9.1.3 that is confidential and if disclosed may cause substantial harm; or

9.1.4 that is private, personal information, relating to an employee, unless that employee consents to the disclosure of that information.

10. DISPUTE PROCEDURE ON ORGANISATIONAL RIGHTS

10.1 Any party to a dispute about the interpretation or application of this agreement may refer the dispute to the Chamber for consultation before referral to an independent agency in terms of the Constitution of the Provincial Bargaining Chamber of the Western Cape.

10.2 The party who refers the dispute to the agency must satisfy it that a copy of the referral has been served on all the other parties to the dispute.

10.3 The agency must attempt to resolve the dispute through conciliation within 30 days from the date of referral. This period may be extended by mutual agreement between the parties concerned.

10.4 If the dispute remains unresolved, any party to the dispute may refer it to the agency for arbitration. Such an arbitration award shall be final and binding.

11. DURATION OF AGREEMENT

11.1 This agreement shall come into effect on the date of it being signed by the parties and shall be suspended/terminated when -

11.2 In the case of a union where it's membership to the Chamber is suspended/terminated.

- 11.3 This agreement is superseded by a further agreement (or parts of it) in writing and signed by the parties i.e. employer and unions.
- 11.4 Any party commits a material breach of any term of this agreement, in which case the Chamber shall be given notice of such breach and shall it be entitled to call upon the party/parties in breach, to take remedial steps within three (3) days. If the party/parties in breach is/are reluctant or fail to remedy the breach, the Chamber may suspend or terminate the Agreement in writing subject to a thirty (30) days notice period. This principle may also mean the partial suspension i.e. at (an) institution(s).
- 11.5 Should (a) union(s) elect not to remain party to this agreement, all Organisational Rights obtained by being a party to this agreement shall cease to exist.

12. CLOSURE

- 12.1 The parties agree that it is their mutual obligation to ensure labour peace and security and to maintain equitable standards with regard to work performance and behaviour and to strive at all times for the highest level of service rendered at each institution.
- 12.2 The parties agree to refrain from any unprotected industrial action, action limiting freedom of movement or infringe on any other individual rights.
- 12.3 The parties agree that it is in their mutual interest to attempt to reconcile any differences which may occur between them through the process of dialogue, discussion, consultation and negotiation.

ORGANISATIONAL RIGHTS AGREEMENT IN TERMS OF SECTION 20 OF THE LABOUR RELATIONS ACT, 1995:

IMPLEMENTATION DATE:

THIS AGREEMENT ENTERED INTO AND SIGNED AT

..... ON THIS DAY OF
2015.

ON BEHALF OF THE EMPLOYER:

EMPLOYER	NAME	SIGNATURE
WESTERN CAPE GOVERNMENT		

ON BEHALF OF RECOGNISED TRADE UNIONS:

TRADE UNION	NAME	SIGNATURE
DENOSA		
HOSPERSA		
NEHAWU		
SADTU		
NAPTOSA		
PSA		
POPCRU		
SAPU		



DEPARTMENT OF:

DEPARTEMENT VAN:

Director / Die Direkteur

Human Resource Management / Menselikehulpbronbestuur

**APPLICATION TO CANCEL MY TRADE UNION MEMBERSHIP / AANSOEK OM BEËINDIGING VAN MY VAKBOND
LIDMAATSKAP**

I / Ek.....PERSAL no. / nr.....hereby authorise you to terminate my membership of the
union/s mentioned below / bemagtig u om my lidmaatskap aan die ondergenoemde vakbond(e) te beëindig.

I am aware of the requirement that a three month notice period for cancellation is required / Ek dra kennis van die vereiste
dat 'n drie maande kennisgewing tydperk nodig is om lidmaatskap te beëindig.

Cancel my union membership of:

Beëindig my vakbond lidmaatskap van:

I hereby declare that I have given notice to the union of my cancellation of membership / Hiermee verklaar ek dat ek kennis
aan die vakbond gegee het dat ek my lidmaatskap te beëindig.

Date of notice:

Datum van kennisgewing:

Signature / Handtekening

Date / Datum:

FOR OFFICE USE / VIR AMPTELIKE GEBRUIK

Notice of cancellation of membership / kennis van beëindiging van lidmaatskap

Received on / ontvang op.....

Signature / Handtekening.....

Date / Datum.....

Copy of this letter to be filed on employee's personal file / Plaas afskrif van hierdie brief op werknemer se persoonlike leer.

IMLC: PROFORMA AGENDA

1. Welcome
2. Apologies
3. Confirmation of the minutes of the previous meeting held on.....
4. Correspondence
5. Finalising the agenda
6. Matters emanating from the previous meeting
 - 6.1 First matter
 - 6.2 Second matter
 - 6.3 Third matter, etc
7. Standing items (to be included on the agenda of every IMLC meeting)
 - 7.1 Discussion of new collective agreements
 - 7.2 Transformation / Restructuring / Reform initiatives
 - 7.3 Info-sharing on policy matters:
 - 7.3.1 Disciplinary Statistics
 - 7.3.2 Absenteeism
 - 7.3.3 HIV / AIDS
 - 7.3.4 Sexual Harassment
 - 7.3.5 Memo's / Circulars
 - 7.3.6 New policies that have been adopted
 - 7.3.7 Occupational Health and Safety
 - 7.3.8 Skills Development
 - 7.4 Suggestions to improve service delivery
 - Internal Service Delivery
 - External Service Delivery
 - 7.5 Staff matters (promotions / resignations, etc)
 - 7.6 Training: eg
 - Managerial
 - Supervisory
 - HRM, etc
8. New items
 - 8.1 New item 1
 - 8.2 New item 2, etc
9. Closure / Date of next meeting



PURPOSE FOR WHICH LEAVE / TIME OFF IS REQUIRED	UTILISE 15 DAYS LEAVE (periods of less than one day must also be noted and deducted)	REGARDED AS ON DUTY	VACATION LEAVE
<p>1. Discussion of complaints / requests / representatives with union member(s).</p> <p>2. Training of union representatives by the union.</p> <p>3. Attendance of union AGM, congresses, conventions.</p> <p>4. Attendance of union representative committee meetings, branch committee meetings.</p> <p>5. Attendance of labour caucus meeting in terms of the Organisational Rights Agreement (1 hour per month in working time).</p> <p>6. Preparation for participation in negotiations at departmental /</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p>	

<p>provincial level (in addition to the one day special leave with full pay which may be granted at provincial level).</p>			
<p>7. Preparation for participation in negotiations at national level (in addition to the one day special leave with full pay which may be granted).</p>	<p>✓</p>		
<p>8. Preparation for a disciplinary hearing, investigation into a grievance, preparation for a conciliation hearing and dispute resolution processes.</p>	<p>✓</p>		
<p>9. Recruitment of new members (individual recruitment).</p>	<p>✓</p>		
<p>10. Recruitment of new members (collective recruitment).</p>	<p>May only take place in non-working hours.</p>		
<p>11. Representation at a grievance hearing, conciliation board hearings, dispute resolution processes, grievance procedure meeting with grievance officer / management.</p>		<p>✓</p>	

<p>12. Representation at IMLC meeting (members of the labour caucus).</p>		<p>✓</p>	
<p>13. Attending training sessions initiated by the employer or provincial bargaining council.</p>		<p>✓</p>	
<p>14. Feedback meetings with members after an IMLC meeting / provincial council meeting.</p>			
<p>15. Any meeting stemming from a request by the employer.</p>	<p>In terms of the relevant collective agreement of the Provincial Bargaining Council</p>	<p>✓</p>	
<p>16. Trade union activities not covered above related to his / her representative.</p>	<p>✓</p>		

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