



## GENERAL PUBLIC SERVICE SECTORAL BARGAINING CHAMBER FOR THE DEPARTMENT OF CORRECTIONAL SERVICES

### RESOLUTION NO 3 OF 2006

### PROCEDURE MANUAL REGULATING RELATIONS BETWEEN THE DEPARTMENT OF CORRECTIONAL SERVICES AND UNIONS ADMITTED TO THE DEPARTMENTAL BARGAINING CHAMBER

#### 1. Scope:

This agreement binds the employer, employees of the employer who are members of the trade union parties to this agreement and employees of the employer who are not members of any trade union party to this agreement, but who fall within the registered scope of the Chamber.

#### 2. Purpose:

Noting that the Procedure Manual attached to the Relationship Agreements is a collective agreement (Resolution 4/2001) concluded in the former Bargaining Council for the Department of Correctional Services and ratified in the GPSSBC; and

further noting that the parties to the Chamber have revised the Procedure Manual attached to the Relationship Agreements in order to ensure a more effective relationship.

#### 3. Agreement:

Therefore, the parties agrees that –

- (3.1) The attached Annexure is adopted as the Procedure Manual attached to the Relationship Agreements.
- (3.2) The attached Annexure to this agreement replaces the previous collective agreement – Resolution 4/2001.
- (3.3) This agreement will come into effect on the date of signing.
- (3.4) This agreement shall be subjected to review after a period of one year

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from the date of implementation of this agreement.

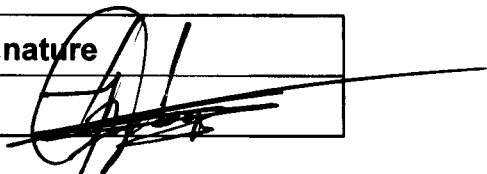
(3.5) The Chamber will monitor the implementation of this agreement.

#### 4. Dispute Resolution:

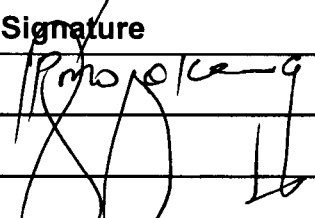
If there is a dispute about the interpretation or application of this agreement any party may refer the matter to the GPSSBC for resolution in terms of the dispute resolution procedure of the Council.

THIS DONE AND SIGNED AT CENTURION OF THIS 23rd DAY  
OF FEBRUARY 2006.

#### ON BEHALF OF THE EMPLOYER PARTY

|          | Name      | Signature                                                                           |
|----------|-----------|-------------------------------------------------------------------------------------|
| Employer | CHABA M.F |  |

#### ON BEHALF OF TRADE UNION PARTIES

| Trade Union | Name          | Signature                                                                            |
|-------------|---------------|--------------------------------------------------------------------------------------|
| POPCRU      | P.A. MOFOKENG |  |
| PSA         |               |                                                                                      |

THIS AGREEMENT WAS RATIFIED/ NOT RATIFIED/ AMENDED IN TERMS OF  
GPSSBC RESOLUTION 2/2005 BY THE COUNCIL ON THE..... DAY OF  
..... 2006.

\_\_\_\_\_  
SECRETARY TO COUNCIL

# PROCEDURE MANUAL

ATTACHMENT TO THE RELATIONSHIP / RECOGNITION AGREEMENTS  
BETWEEN THE DEPARTMENT OF CORRECTIONAL SERVICES

&

1. THE POLICE AND PRISONS CIVIL RIGHTS UNION (POPCRU)
2. PUBLIC SERVANTS ASSOCIATION (PSA)

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# PROCEDURE MANUAL REGULATING RELATIONS BETWEEN THE DEPARTMENT OF CORRECTIONAL SERVICES AND UNIONS ADMITTED TO THE DEPARTMENTAL BARGAINING CHAMBER

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# PROCEDURE MANUAL REGULATING RELATIONS BETWEEN THE DEPARTMENT OF CORRECTIONAL SERVICES AND UNIONS ADMITTED TO THE DEPARTMENTAL BARGAINING CHAMBER

## 1. PURPOSE

The purpose of this Procedure Manual is to:

- Provide for procedures / rules / guidelines aimed at regulating the relationship between the Department of Correctional Services and the representative unions (admitted to the DCS Bargaining Chamber);
- Ensure consistency and uniformity in the relations between the DCS as employer and the respective unions representing employees of the DCS;

## 2. GENERAL PRINCIPLES

- 2.1 This Procedure Manual is a document negotiated in the Bargaining Chamber of the DCS and shall be in force and effect until amended by means of further negotiations between the parties thereto;
- 2.2 This Procedure Manual is an attachment to the Relationship Agreements negotiated between the DCS and the respective unions;
- 2.3 All the parties commit themselves to abide by the procedures set out in this manual in a spirit of mutual understanding, and shall endeavour to ensure that this manual is fully understood by their respective constituencies.

## 3. DEFINITIONS

Terminology in this Procedure Manual will have the same meaning as those defined in the respective Relationship Agreements, the Labour Relations Act, Act 66 of 1995 as amended, the Correctional Services Act, Act 111 of 1998, as amended or as otherwise specified in this Procedure Manual.

- **Shop Steward** : Refer to the designated/elected member of a union to serve as nodal point of liaison between Management and that particular union.
- **Workplace** : Refer to all places of work within the Department of Correctional Services;
- **Union official** : A person who is employed by a union in either full-time or part-time capacity.

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#### 4. **SCOPE OF APPLICATION**

- 4.1 This Procedure Manual is applicable to the Management of the Department of Correctional Services, the recognised Unions representing such employees, and all employees of the Department.

#### 5. **ORGANISATIONAL RIGHTS FOR UNIONS**

Refer to the relevant clauses in the respective Relationship Agreements.

##### 5.1 **Union access to premises of the Department**

For the purposes of: -

- Meetings with Management;
- Representing employees in Disciplinary hearings, Grievances, Conciliations and Arbitrations;
- Recruiting employees to become members of unions;
- General meetings / communication with members of unions.

5.1.1 The DCS has absolute control of access to its premises. DCS premises are classified security areas in terms of the Correctional Services Act, Act 111 of 1998, as amended. Access control must be maintained at all times.

5.1.2 Access to DCS premises by any party shall always be subject to the permission of the Area Commissioner or his delegate. However, such permission shall not be withheld unreasonably.

5.1.3 Access to DCS premises shall be subject to the following conditions unless otherwise agreed upon: -

5.1.3.1 Upon establishing a relationship: -

- A proper introduction to the Area Commissioner and/or delegated management representatives of the Management Area must take place.
- On request of Management, details of the union officials / office bearers who are to visit the premises must be provided.
- Timely requests shall be made to the Area Commissioner or his delegate, of the envisaged access with details of the purpose, anticipated duration and whom to be visited.

5.1.3.2 Once a relationship has been established: -

- Timely requests shall be made to the Area Commissioner or his delegate, of the envisaged access with details of the purpose, anticipated duration and whom to be visited.

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- The party requiring access shall not disrupt services or cause damage to property and must comply with security and safety measures.
- Union officials/office bearers and management shall be accommodative of each other regarding the performance of their respective duties.
- Management shall endeavour to assist union officials/office bearers in their recruitment efforts by making available a venue where interviews or meetings with prospective members can take place.
- Unions may hold meetings with prospective members at the designated areas on premises of the Department (in employee's own time, unless as otherwise agreed upon.)
- For other meetings between union officials / shop stewards and union members, Management shall provide the venue for meetings. However, unions are required to make prior bookings via the office of the Area Commissioner / delegate for a specific facility.
- Unions may hold elections for shop stewards on Departmental premises and Union Officials and/or Office Bearers may assist members in the process.
- Access to the confinement of a Correctional Centre will not be allowed.

## 5.2 Deduction of union subscriptions

- 5.2.1 Only unions admitted to the Public Service Co-ordinating Bargaining Council (PSCBC) or any sector of the PSCBC in the Public Service or complying with the threshold of representativeness in the Department of Correctional Services will have access to stop order facilities in the DCS.
- 5.2.2 Upon being duly authorised in writing by means of the required stop order form, the Department shall deduct union subscriptions from the salaries of union members and remit these funds to the respective unions before the 15<sup>th</sup> day of the following month.
- 5.2.3 Stop order deductions shall be implemented / captured by the personnel office in the Management Area as soon as possible but are subject to fixed cut-off dates for implementation on the salary system (PERSAL). The Department shall not be liable for the collection of subscriptions in arrears.
- 5.2.4 Unions/Union members shall report the failure of the implementation of stop orders as soon as possible to the Area Commissioner or his delegate.

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5.2.5 In the event of any adjustment in the amount of subscriptions, unions shall give the Department (for attention of the DC Human Resources) at least 30 days written notice of such adjustments in order to enable the Department to make the necessary administrative amendments. Such adjustments shall be implemented as soon as possible but are also subject to fixed cut-off dates for implementation on the salary system (PERSAL).

5.2.6 A member may revoke a stop order by giving three (3) months written notice to the personnel office in the Management Area. The written notice must be referred to Head Office (Directorate Employee Relations) within seven (7) working days from the date of receipt.

5.2.7 The Department shall with each monthly remittance, supply the following information to unions: -

5.2.7.1 A list of the names of employees who are members of a specific union from whose salaries the employer has made deductions as well as the related amounts.

### 5.3 Leave for union activities

The provision for leave arrangements (paid leave for Office Bearers / shop stewards up to a maximum of 10 days per annum) for labour relations purposes is being determined by PSCBC Resolution 3/99, Annexure B, Paragraph 9.

### 5.4 Use of facilities

#### 5.4.1 Conference rooms / recreation halls for meetings

5.4.1.1 The Area Commissioner or his delegate will make conference rooms / recreation halls and other suitable places available to unions for meetings between union members on the following conditions:

- Unions must make prior booking for a venue via the office of the Area Commissioner;
- The normal safety and security measures in the Management Area may not be adversely affected.

#### 5.4.2 Notice Boards

5.4.2.1 Space on designated notice boards will be made available to unions on condition that notices to be displayed must be brought to the attention of Management for approval prior to display. The display of notices, duly signed by a union representative, shall not be unreasonably denied.

5.4.2.2 Notices containing personal and private particulars of any individual, information incriminating any individual, political propaganda, **information promoting hostility between any of the parties to this agreement** or any notice that can generate and/or contribute to conflict in the Management Area, shall not be displayed.

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## 5.5 Disclosure of information

- 5.5.1.1 The Department and unions shall disclose to each other all relevant information that will allow them to engage effectively in consultation or collective bargaining, resolving of grievances through the grievance procedure, and for purposes of preparing for disciplinary hearings, with due regard to the provisions of Section 16(5) of the Labour Relations Act, 1995 as amended and the Promotion of Access to Information Act, 2000.

## 6. SHOP STEWARDS/ UNION REPRESENTATIVES

### 6.1 Election and Recognition of shop stewards

- 6.1.1 Shop stewards shall at all times conform to the same working conditions and rules and be subject to the same discipline as other employees. Their duties and functions as employees of the Department shall not be affected in any way by this arrangement.
- 6.1.2 Unions may hold elections for shop stewards on Departmental premises. Union Officials and/or Office Bearers may assist members in the process.
- 6.1.3 Shop stewards should be elected for designated workplaces within the Management Area;
- 6.1.4 The number of shop stewards and the constituency they represent shall be in accordance with section 14(2) of the LRA, 1995. However, and referring to small Management Areas where less than 10 employees enrol as union members, the DCS shall allow a concession of one (1) shop steward (if there are less than 10 members of the trade union) in that Management Area. This concession shall not apply to Management Areas with 10 or more union members.
- (a) 10 members of a union – 1 shop steward;
  - (b) More than 10 members of a union – 2 shop stewards;
  - (c) More than 50 members of a union – 2 shop stewards for the first 50 + 1 additional shop steward for every additional 50 union members up to a maximum of 7 shop stewards;
  - (d) More than 300 members of a union – 7 shop stewards for the first 300 + 1 additional shop steward for every additional 100 union members up to a maximum of 10 shop stewards;
  - (e) More than 600 members of a union – 10 shop stewards for the first 600 + 1 additional shop steward for every additional 200 union members up to a maximum of 12 shop stewards;
  - (f) More than 1000 members of a union – 12 shop stewards for the first 1000 + 1 additional shop steward for every 500 union members up to a maximum of 20 shop stewards.

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- 6.1.5 Unions shall inform the Area Commissioner of the full names, work places and positions of the elected employee representatives within thirty (30) days of the election/by-election.
- 6.1.6 A shop steward's term of office in the Department shall cease under the following circumstances:
- If he/she is transferred to another Management Area;
  - Upon written notice sanctioned by the union's provincial or national structure;
  - Upon his/her written resignation as a shop steward;
  - Upon his/her written resignation from a union;
  - Upon his/her resignation from the Department.
- 6.1.7 The Union must inform the Department within seven (7) days of any change in the shop stewards position within the Union considering paragraph 6.1.6 above.

## 6.2 Functions and Duties of Shop Stewards

- 6.2.1 Shop stewards shall primarily have the following functions and duties in the Management Area;
- 6.2.1.1 To meet with the Area commissioner or his delegate(s) to discuss aspects of mutual interest effecting union members in the Management Area;
  - 6.2.1.2 To report back to their members, accurately, following the outcome of meetings with management;
  - 6.2.1.3 To assist / represent union members in the Management Area with the resolving of grievances (in accordance with the Departmental Grievance Procedure);
  - 6.2.1.4 To assist / represent union members during disciplinary hearings and suspensions (in accordance with the Department' s Disciplinary Code & Procedure) in the Management Area;
  - 6.2.1.5 To promote co-operation, communication and understanding and to take all reasonable and timely steps to resolve complaints before they degenerate into grievances;
  - 6.2.1.6 To contribute in the prevention / resolving of conflict in the Management Area between management and the union;
  - 6.2.1.7 From amongst the ranks of the shop stewards a Senior Shop Steward must be appointed who would be the nodal liaison point for any communication between the union and the office of the Area Commissioner;

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- 6.2.1.8 Within the ambit of the 10 days special leave granted to shop stewards in terms of PSCBC Resolution 3/99, the shop steward may perform such other functions as delegated by the union.

## 6.2.2

### Leave/absence from duties

- 6.2.2.1 PSCBC Resolution 3/99, Annexure B, Paragraph 9 are determining Leave/time off for official union purposes. Refer to paragraph 5.3 above.
- 6.2.2.2 Supervisors of Union Office Bearers / Shop Stewards must keep record of the leave /time-off granted to Shop Stewards in terms of PSCBC Resolution 3/99, Annexure B, Paragraph 9;
- 6.2.2.3 The normal leave forms must be completed by Shop Stewards when applying for leave/time-off in terms of the above-mentioned provision;
- 6.2.2.4 The Area Co-ordinator Corporate Services in the Management Area or his/her delegate must implement measures to audit the leave/time-off of Shop Stewards in the Management Area;
- 6.2.2.5 Shop stewards may not leave or be absent from their places of work without prior arrangement with their respective supervisors and are required to provide sufficient motivation to obtain such permission. Management shall not unreasonably withhold permission;
- 6.2.2.6 Upon prior arrangement with the Area Commissioner or his delegate, each shop steward shall be entitled to an hour and a half official working time per month to furnish feedback to union members in his/her designated place of work following meetings with Management;
- 6.2.2.7 In addition to the above, shop stewards will be allowed a further hour and a half official working time per month to consult with individual union members in his/her designated place of work;
- 6.2.2.8 No Shop Steward shall act outside his/her designated place of work in the Management Area without prior arrangement with the Area Commissioner or his delegate. Permission shall not be withheld unreasonably.
- 6.2.2.9 In addition to the provisions of clauses 6.2.2.6 and 6.2.2.7, shop stewards shall be allowed 2 hours per month for a shop steward meeting in the Management Area. An appropriate date and time for such a meeting shall be determined after consultation with the Area Commissioner or his delegated representative.

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- 6.2.2.10 Union representatives who are employees of the Department shall be deemed to be on duty when engaged in legitimate consultations/ negotiations with the employer (on Area/ Regional/ National level in the Department. Upon request, sufficient proof of invitation and attendance must be provided.

### 6.2.3 **Withdrawal of recognition of a shop steward**

In the event of a Management representative / shop steward failing to observe the provisions of this procedure, or any other procedure or agreement entered into between the Department and a union, or inducing others to act in contravention of such provisions, the affected party will consult with the other party in order to correct the unacceptable behaviour.

In such cases a written complaint shall be forwarded to the Area Commissioner/ Union. Before coming to a decision regarding the withdrawal of the recognition of a shop steward, the Area Commissioner or his deputy shall discuss the matter with the Union and shall apply the *audi alteram partem*-rule in respect of the shop steward(s) concerned. The shop stewards remedy shall be to file an incident report to the appropriate level of management.

## 6.3 **Full Time Shop Stewards**

- 6.3.1 The Provisions of GPSSBC Resolution 3/2001 as amended by 1/2004 shall be applicable.

## 7. **COMMUNICATION STRUCTURES**

This procedure provides for communication structures / labour relations forum on three levels namely,

- Management Area level;
- Regional level; and
- National level.

### 7.1 **Management Area Level – Management Area Labour Relations Forum (MLRF)**

The purpose is to provide for a formal arrangement (Labour Relations Forum) where the Area Commissioner and/or delegated Management representatives and Union representatives can discuss matters of mutual interest affecting employees in the Management Area at regular intervals.

- 7.1.1 The nature of meetings can either be bilateral (between Management and Shop Stewards of one particular Union) or multilateral (between Management and Shop Stewards of all the Unions together) depending on the matter(s) to be discussed;

- 7.1.2 Parties must limit their delegation to reasonable proportions. The following serves as a guideline:

- MLRF meetings – a maximum of three (3) representatives each;
- Multilateral meetings – a maximum of three (3) representatives each;
- Bilateral meetings – a maximum of four (4) representatives each.

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- 7.1.3 The Labour Relations Forum (MLRF) must meet at least four times per annum or as and when a need arises in official time on a date and time mutually acceptable to all parties.
- 7.1.4 In the event of a postponement of a meeting, all parties must be notified in writing well in advance (at least 24 hours-notice before the scheduled time for the meeting).
- 7.1.5 Matters to be discussed in the MLRF:
- Collective matters of mutual interest within the decision-making competence at Management Area level;
  - The sharing of information (with due cognisance of clause 5.5.1) affecting employees in the Management Area;
  - Discussing national policy and policy directives and the implementation thereof in the Management Area.
- 7.1.6 Matters regarding individual employees will not be discussed in the MLRF. Individual matters should be addressed via line management, or through the grievance or disciplinary procedures.
- 7.1.7 The parties must appoint a Chairperson and two Vice-chairpersons as per GPSSBC Resolution 2/2005. The only functions of the Chairperson and Vice-chairpersons will be to assist with the order arrangements during a meeting, to summarise the discussion of a particular matter/agenda item, to assist with the formulation of decisions and to oversee the correctness of the minutes of the meeting as per GPSSBC Resolution 2/2005.
- 7.1.8 The Area Commissioner must appoint an official with Human Resource or Labour Relations background to act as Secretary for the MLRF. The responsibility of the Secretary will be to liaise with all parties, to book venues, arrange meetings, to keep minutes of the MLRF meetings, to compile and distribute the agenda and minutes, etc.
- 7.1.9 Any party may request via the Secretary that a special meeting between the parties be convened on short notice to discuss an urgent matter by giving the other parties not less than twenty-four (24) hours notice of such a need and the matter to be discussed. Upon mutual agreement, the parties may waive the notice period for a meeting convened in terms of this clause.
- 7.1.10 The Area Co-ordinator Corporate Services or his delegate must serve as nodal point who can be contacted by the Union at any time to register a matter that warrants extra-ordinary attention;
- 7.1.11 Under normal circumstances, Shop Stewards of the respective Unions and from Management's side, the Area Co-ordinator Corporate Services must provide the Secretary with agenda items at least fourteen (14) days prior to a scheduled meeting. The Secretary must finalise the agenda and provide a copy thereof to each of the Shop Stewards and the Area Co-ordinator Corporate Services at least five (5) days prior to the meeting.
- 7.1.12 Agenda items must be specific, **it must contain a motivation** and it must state a proposed/required solution;

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- 7.1.13 Minutes of meetings shall only reflect the outcome of the matters discussed (such as decisions or agreements reached), and shall not reflect any discussion which have taken place or the various viewpoints expressed, unless specifically called for. The minutes must be available within ten (10) days from the meeting. Meetings must preferably be tape-recorded and cassettes be kept until the minutes are corrected and adopted before being re-used. The reason for this provision is to refer back to the recording should the correctness of the minutes of a meeting be disputed.
- 7.1.14 A bilateral decision/agreement with the intent to bind parties who are non-signatories or who were not involved at the discussions/to the agreement or that address matters with multilateral implications, will be *ultra vires* and therefore null and void.
- 7.1.15 In the event of a matter(s) not resolved, the party in dispute must refer the matter via its higher structure to the next (regional) level of authority.
- 7.1.16 Nothing precludes the parties from establishing a communication structure on institutional level between the Head Correctional Centre and shop stewards.

## 7.2 Regional Level – Regional Labour Relations Forum (RLRF)

The purpose is to provide for a formal arrangement (Regional Labour Relations Forum) where the Regional Commissioner and/or his/her delegated Management representatives and duly elected regional representatives of the Unions can discuss matters of mutual interest affecting employees in the Region at regular intervals.

- 7.2.1 The nature of meetings can either be bilateral (between representatives of the Regional Management and of one particular Union) or multilateral (between representatives of the Regional Management and regional representatives of all the Unions together) depending on the matter(s) to be discussed.
- 7.2.2 The parties must limit their delegations to reasonable proportions. The following serves as a guideline:
- RLRF delegation will be as per GPSSBC Resolution 2/2005 – two (2) per party with the exclusion of LMN who will be entitled to three (3) representatives per party ;
  - Multilateral meetings – a maximum of three (3) representatives each;
  - Bilateral meetings – a maximum of three (3) representatives each.
- 7.2.3 The Regional Labour Relations Forum (RLRF) must meet at least once per quarter in official time on a date and time mutually acceptable to all parties. More meetings may be held if the need exists and upon mutual agreement.
- 7.2.4 In the event of a postponement of a meeting, all parties must receive notice well in advance (at least 24 hours notice) of the meeting to be postponed.
- 7.2.5 Matters to be discussed in the RLRF:
- Collective matters of mutual interest within the decision-making competence at Regional level;

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- The sharing of information (with due cognisance of clause 5.5.1) affecting employees in the region;
  - Discussing national policy and policy directives and the implementation thereof in the region;
- 7.2.6 Matters regarding individual employees will not be discussed in the RLRF. Individual matters should be addressed via line management, or through the grievance or disciplinary procedures.
- 7.2.7 The parties must appoint a Chairperson and two (2) Vice-chairpersons from amongst themselves as per GPSSBC Resolution 2/2005. The only functions of the Chairperson and Vice-chairpersons will be to assist with the order arrangements during a meeting, to summarise the discussion of a particular matter/agenda item, to assist with the formulation of decisions and to oversee the correctness of the minutes of the meeting as per GPSSBC Resolution 2/2005.
- 7.2.8 The Regional Commissioner must appoint an official with Human Resource or Labour Relations background to act as Secretary for the RLRF. The responsibility of the Secretary will be to liaise with all parties, to book venues, arrange meetings, to keep minutes of the RLRF meetings, to compile and distribute the agenda and minutes, etc.
- 7.2.9 Any party may request via the Secretary that a special meeting between the parties be convened on short notice to discuss an urgent matter by giving the other parties not less than forty eight (48) hours notice of such a need and the matter to be discussed. Upon mutual agreement, the parties may waive the notice period for a meeting convened in terms of this clause.
- 7.2.10 Under normal circumstances, the Unions and the Regional Co-ordinator Employee Relations must provide the Secretary with agenda items at least fourteen (14) days prior to a scheduled meeting. The Secretary must finalise the agenda and provide a copy thereof to the Regional Co-ordinator Employee Relations and each of the respective Unions at least seven (7) days prior to the meeting.
- 7.2.11 Agenda items must be specific, **it must contain a motivation** and it must state a proposed/required solution.
- 7.2.12 Minutes of meetings shall only reflect the outcome of the matters discussed (such as decisions or agreements reached), and shall not reflect any discussion which have taken place or the various viewpoints expressed, unless specifically called for. The minutes must be available within fourteen (14) days from the meeting. Meetings must preferably be tape-recorded and cassettes kept until the minutes are corrected and adopted for two (2) months before being re-used. The reason for this provision is to refer back to the recording should the correctness of the minutes of a meeting be disputed.
- 7.2.13 A bilateral decision/agreement with the intent to bind parties who are non-signatories or who were not involved at the discussions/to the agreement or that address matters with multilateral implications, will be *ultra vires* and therefore null and void.
- 7.2.14 In the event of matters not resolved, the party in dispute must refer the matter via its higher structure to the next (national) level of authority.

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### 7.3 National level (DBC)

The purpose is to provide for a mechanism(s) on National level facilitating collective bargaining, consultation and dispute resolution about matters of mutual interest within the delegated authority of the Commissioner of Correctional Services.

- 7.3.1 The collective bargaining mechanisms provided for in the Labour Relations Act, Act 66 of 1995 as amended and the respective constitutions of the Public Service Co-ordinating Bargaining Council (PSCBC), the General Public Service Sectoral Bargaining Council (GPSSBC) and of the Bargaining Chamber of the Department of Correctional Services (DBC) are applicable.
- 7.3.2 In addition to the formal meetings of the DBC, any party to the DBC may request a bilateral or multilateral meeting between DCS National Management and national representatives of a union(s) to discuss matters of mutual interest between the respective parties outside the scope of application of the DBC.
- 7.3.3 Any agreement forthcoming from a bilateral or multilateral meeting will only be binding on Management and the union(s) who are signatories thereto, **subject to the ratification thereof in the DBC.**
- 7.3.4 A bilateral or multilateral agreement with the intent to bind parties who are non-signatories to an agreement or that address matters with multilateral implications, will be *ultra virus* and therefore null and void, unless such an agreement has been ratified in an applicable DBC.
- 7.3.5 On behalf of the DCS, the Deputy Director Collective Bargaining in the Directorate Employee Relations and the Secretary of the DBC and on behalf of the Unions, the General Secretary of a union or a designated Union Official, will serve as nodal liaison point for registering any matter to be discussed bilaterally or multilaterally within or outside the scope of application of the Departmental Bargaining Chamber (DBC).
- 7.3.6 Any request for a bilateral or multilateral meeting between DCS Management and a particular union(s) must be directed via the Secretary of the DBC.
- 7.3.7 The Secretary of the DBC must arrange for a suitable date, time and venue for the meeting and will be responsible for communication between the parties involved and for compiling the agenda for and minutes of such a meeting.
- 7.3.8 Their respective principals must duly mandate representatives of the parties involved.

## INDUSTRIAL ACTION

### 8.1 DCS designated as an Essential Service

Cognisance is taken that the Department of Correctional Services has been designated an essential service in its totality by the Essential Service Committee in terms of section 71 of the Labour Relations Act, 1995 as amended.

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Government Gazette No18276 dated 12 September 1997, refers. In terms of this designation employees of the DCS must not participate in any strike action unless a minimum service agreement is concluded.

## 9. GRIEVANCE PROCEDURE

- 9.1 The Grievance Procedure has been negotiated in the DBC (Resolution 108/96) and is applicable to all employees of the Department of Correctional Services as employed in terms of Correctional Services Act 8 of 1959 and 111 of 1998 as amended.
- 9.2 Employees are required to exhaust the provisions of the Grievance Procedure before resorting to external remedies.

## 10. DISCIPLINARY CODE, PROCEDURE & CODE OF CONDUCT

- 10.1 The Disciplinary Code and Procedure (DBC Resolution 1/2001) has been negotiated in the DBC and is applicable to all employees of the Department of Correctional Services employed in terms of the Correctional Services Act, 1959/1998.
- 10.2 The Disciplinary Code is a guideline containing a list of misconduct for which employees can be disciplined.
- 10.3 The Code of Conduct will be complied with as per DBC Resolution 7/1999.

## 11. DISPUTE PROCEDURE

- 11.1 In the event of a dispute about the interpretation or application of the provisions in this procedure, the party initiating the dispute must refer the dispute via its line of authority in writing to the Departmental Bargaining Chamber.
- 11.2 If the dispute cannot be resolved in the Departmental Bargaining Chamber, any party to the dispute may refer the dispute to the Council to perform dispute resolution functions.
- 11.3 The party who refers the dispute to the Council must satisfy the Council that a copy of the referral has been served on all the other parties to the dispute.
- 11.4 The Council must attempt to resolve the dispute through conciliation within thirty (30) days from the date of referral. This period may be extended by mutual agreement between the parties concerned.
- 11.5 If the dispute remains unresolved, any party to the dispute may refer it to the **applicable council** for arbitration. Such an arbitration award shall be final and binding upon the parties.