

## RESOLUTION NO 1 OF 2012

### AMENDMENT OF GPSSBC RESOLUTION 2 OF 2005: GOVERNANCE RULES FOR CHAMBERS

#### 1. OBJECTIVES

The objectives of this Agreement are to-

- 1.1 deal with processes related to the administrative functioning of Chambers;
- 1.2 to create an environment that is more conducive for the functioning of Chambers

#### 2. SCOPE

This agreement binds:

- 2.1 the employer;
- 2.2 trade unions party to the Council;
- 2.2 the employees of the employer who are members of the trade union parties to this agreement; and
- 2.3 the employees of the employer who are not members of any trade union party to this agreement, but who fall within the registered scope of Council.

#### 3. AGREEMENT

Parties therefore agree that –

- 3.1 the attached annexure replaces the Governance Rules for Chambers, as per Resolution 2 of 2005 in its totality.
- 3.2 the Executive Committee of Council will be responsible for ensuring the effective functioning of Chambers.

All correspondence must be addressed to the General Secretary

Public Services Federation Centre  
200 Easton Avenue, Lytleton 0176  
PO Box 16003, Lytleton, 0140  
Tel: +27 12 644 8132, Fax: +27 12 664 8729  
Web: www.gpsbc.org.za

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4 INTERPRETATION AND APPLICATION

4.1 In the event of any conflict between the provisions of this Agreement and any other agreement of the Council, the provisions of this Agreement shall take precedence.

4.2 No amendments to this Agreement shall be of force unless reduced to writing and agreed upon at the Council as a resolution of the Council.

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.

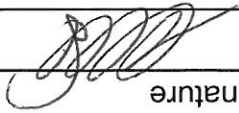
6. IMPLEMENTATION OF AGREEMENT

6.1 This agreement shall come into effect on the date it enjoys majority support and will remain in force unless terminated or amended by agreement.

6.2 The Council will monitor the implementation of this agreement

THIS DONE AND SIGNED AT CENTURION OF THIS DAY 21 OF August 2012

ON BEHALF OF THE EMPLOYER PARTY

|                   |                                                                                   |
|-------------------|-----------------------------------------------------------------------------------|
| State as Employer |                                                                                   |
| Name              | Itemiguel M. Siko                                                                 |
| Signature         |  |

All correspondence must be addressed to the General Secretary

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All correspondence must be addressed to the General Secretary  
 Public Services Bargaining Centre  
 200 Bascos Avenue, Lyndon, 01769  
 PO Box 16003, Lyndon, 01740  
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|             |                |           |
|-------------|----------------|-----------|
| Trade Union | Name           | Signature |
| NEHAWU      |                |           |
| POPCRU      | NATH THLEBY    |           |
| PSA         | MJALEKA REUBEN |           |

ON BEHALF OF TRADE UNION PARTIES



T.M.

by

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# GOVERNANCE RULES FOR THE CHAMBERS OF THE GPSSBC



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## 1. INTRODUCTION:

Council may establish Chambers which are by definition sub structures of the Council and are regarded as non juristic, in terms of the Constitution of the GPSSBC.

Parties to the Council concluded Resolution 3 of 2004 to institutionalize the establishment of Provincial and National Departmental Chambers within its scope of operation.

Council further introduced Resolution 2/2005 to allow for the implementation of Rules governing the operations of Chambers.

The Council may intervene in the operations of a Chamber, if such intervention is regarded as necessary.

Council may also by decision agree to disestablish a Chamber.

## 2. PURPOSE:

The purpose of Chambers is to provide for an environment conducive to expedite processes of negotiation/ consultation/ information sharing and deliberations.

These Governance Rules allows for a defined administrative procedure to ensure the efficient functioning of Chambers.

## 3. DEFINITION:

3.1 Unless the context indicates otherwise

3.1.1 **"Administrator"** means the incumbent appointed by the Council to provide Administrative support as prescribed in these rules of the relevant Chamber.

3.1.2 **"Chamber(s)"** means a Chamber established by the Council in terms of Clause 13.9 of the Constitution of the GPSSBC and GPSSBC Resolution 3/2004 as amended.

3.1.3 **"Council"** means the General Public Service Sector Bargaining Council (GPSSBC)

3.1.4 **"Executive" Committee** means the Executive Committee as referred to in clause 14.1 of the Constitution of the GPSSBC

3.1.5 **"General Secretary"** means the Secretary to Council appointed in terms of the provisions of the Constitution of Council

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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)

3.1.7 "Ratification" means a process of endorsing and sanctioning.

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

3.3 References to the male gender include the female gender and vice versa.

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

3.5 Any reference to the Council will include reference to the Executive Committee as per the provision of the Constitution of the Council.

#### 4. JURISDICTION:

4.1 A Chamber must function in the Provincial Government or National Department, for which it has been established.

4.2 The jurisdiction of a Chamber is:

4.2.1 limited to issues upon which-

4.2.1.1 in the cases of a Provincial Chamber, the Premier or the relevant Executive Authority and /or the Head of the Department at Provincial level may make a decision that binds the employer, and

4.2.1.2 in the case of a National Departmental Chamber, the Executive Authority or Head of the Department may make a decision that binds the employer.

#### 5. OBJECTIVES:

5.1 The Objectives of the Chamber are to:

5.1.1 promote labour peace.

5.1.2 promote and maintain sound relationships between the employer and its employees.

5.1.3 in terms of these Rules, to negotiate, consult, share information, and bargain collectively to reach agreement on matters of mutual interest between the Parties to the Chamber.

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- 6.1 The powers and functions of the Chamber shall be to-
- 6.1.1 negotiate and conclude collective agreements on matters of mutual interest within its area if jurisdiction subject to provisions of Clause 11.4 and 11.5 of these rules.
  - 6.1.2 Supervise and monitor the implementation of collective agreements concluded in the Chamber.
  - 6.1.3 Co-ordinate, facilitate and monitor the implementation of National and Sectoral agreement.
  - 6.1.4 deal with matters referred to or delegated to it by the Council
  - 6.1.5 Exercise any other power or perform any other function that may be necessary or desirable to achieve the objective of the Chamber as agreed to by the Council.
- 6.2 Every Chamber-
- 6.2.1 shall deal only with matters within its area of jurisdiction or as referred to or delegated to it by the Council.
  - 6.2.2 shall submit a copy of the approved minutes of every meeting of the Chamber, duly signed by the person who presided at such meeting together with the Administrator of the meeting, to the Secretary to Council.
  - 6.2.3 shall report all Policy decisions or collective agreements to the Council.
  - 6.2.4 may submit proposals on issues affecting labour relations within the Scope of the Chamber to the Council.

## 6. POWERS AND FUNCTIONS:

- 5.1.4 comply with its powers and duties in terms of these Governance Rules.
- 5.1.5 consider and deal with such other matters as may affect the interests of the parties to the Chamber; and
- 5.1.6 promote effective communication between the employer, its employees and trade unions in the Chamber.
- 5.1.7 Identify areas of dispute prevention and decide on possible interventions.

## 7. ADMISSION TO THE CHAMBER:

- 7.1 The Employer in the designated Provincial Government or National Department and  
7.2 Only Trade Union parties admitted to the GPSSBC at Sectoral Level will be admitted to  
a Chamber.

## 8. COMPOSITION OF THE CHAMBER:

- 8.1 The Chamber for a Provincial Government shall, unless otherwise agreed to by the  
Parties to the Chamber, consist of:  
8.1.1 authorized representative by the Employer, and  
8.1.2 four representatives per Trade Union admitted to the Chamber.

- 8.2 The Chamber for a National Department shall, unless otherwise agreed to by the  
parties to the Chamber consist of:  
8.2.1 two representatives per Trade Union admitted to the Chamber, and  
8.2.2 an equivalent number of representatives from the Employer.

- 8.3 The Employer and the admitted trade unions must, respectively, elect/appoint an  
alternate for each of their representatives in the Chamber.  
8.4 All representatives/ alternates to the Chamber must be duly appointed in writing by  
their respective Parties.

## 9. ELECTION OF THE CHAIRPERSON:

- 9.1 Parties admitted to the Chamber shall elect a Chairperson from among the  
representatives of the Parties admitted to the Chamber.  
9.2 The appointment of a Chairperson will be without financial implication to Council.  
9.3 The Chairperson shall serve for a period of twenty four months from the date of his  
election, unless he resigns or is removed by a decision of the Chamber.  
9.4 Where such a position is vacated before the term has expired the Parties shall elect  
another Chairperson for the remainder of the term.

- 9.5 The Election Process

- 9.5.1 The General Secretary and or a person delegated must act as electoral officer.  
9.5.2 The appointment of a Chairperson may be by decision of the Chamber.

9.5.3 When clause 9.5.2 can not be invoked or when one or more nominations for the position of Chairperson is received the Chamber must vote per secret ballot for a Chairperson.

9.5.3.1 the Electoral officer must determine the number of delegates to participate for Labour in the secret ballot based on the following determination:

- 0-25% - 1 vote
- 25%-50% - 2 votes
- >50% - 3 votes

9.5.3.2 the Employer will have an equal number of votes to Labour as determined in clause 9.5.3.1.

9.5.3.3 the Electoral officer will prepare the ballot and count the ballot on completion of the voting process.

9.5.3.4 the Electoral officer will announce the outcome of the voting to the Chamber.

9.5.4 Should an equal number of votes be cast for two or more candidates for the position of Chairperson, the electoral officer 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.

9.6 The Chairperson must-

9.6.1 Preside over all meetings of the Chamber

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

9.6.3 Act on a neutral basis in meetings

9.6.4 Assume a mediating role as and when necessary

9.6.5 Summarise discussions and decisions taken during the meeting

9.6.6 Sign the minutes of a meeting after confirmation thereof by the Chamber

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

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*Handwritten signature*

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- 11.5 Should it be found that a collective agreement of the Chamber meets the criteria referred to in clause 11.4, the Council will ratify such Collective Agreement.
- 11.4.5 is not in conflict with any decision or collective agreement of the Public Service Coordinating Bargaining Council (PSCBC).
- 11.4.4 it is not in conflict with any decision or collective agreement of the Council; and
- 11.4.3 is not in conflict with any legislation and or regulations governing the Public Service.
- 11.4.2 meets the requirements for Collective Agreements as set out in the Labour Relations Act 66/1995 (as amended) and clause 15 of these Rules.
- 11.4.1 falls within the jurisdiction of the Chamber.
- 11.4 During the period contemplated in clause 11.3, the Council must satisfy itself that the collective agreement of the Chamber –
- 11.3 Collective Agreements of the Chamber shall not take effect for a period of 30 days from the date of receipt of such by the Council.
- 11.2 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 Chamber.
- 11.1 A decision of the Chamber requires the vote of the Employer together with a majority of votes of the Trade Unions admitted to Chamber.
- 11. DECISIONS AND RESOLUTION OF THE CHAMBER:**
- 10.3 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.
- 10.2 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.
- 10.1 The Chamber may appoint two Vice-Chairpersons of the Chamber, one of whom must be appointed by the Employer and the other by the admitted Trade Unions to the Chamber.
- 10. VICE- CHAIRPERSONS:**
- 9.7 The Chairperson shall not vote on any matter.

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13.1 Submission of agenda items:

### 13. ADMINISTRATIVE PROCEDURE OF THE CHAMBER:

- 12.3.6 Keep in safe custody the approved minutes of every meeting of the Chamber, duly signed by him and by the person who presided at such meeting.
- 12.3.5 fulfill any other functions assigned to the Administrator in these Rules, the Chamber or by the Council.
- 12.3.4 ensure that all draft collective agreements are circulated for signature to Parties within 21 working days of concluding on the matter.
- 12.2.3 attend the meetings of the Chamber and record the minutes of the meetings or, if he is not available, designate another person to do so.
- 12.2.2 keep originals of letters received and copies of those dispatched.
- 12.2.1 conduct all correspondence of the Chamber.

12.2 The Administrator shall:

- 12.1 The Council shall appoint the Administrators of the Chamber on such conditions as determined by the Council.

### 12. THE ADMINISTRATOR OF THE CHAMBER:

- 11.10 For the purposes of clause 11.4 the Secretary to Council and/ or a Manager delegated by the Secretary may consider any Collective Agreement and or policy document of the Chamber and notify the Council of its finding.
- 11.9 The Secretary to Council will inform the Chamber in writing of the extension of the period as contemplated in clause 11.3.
- 11.8 The Council may by decision of Council extend the period contemplated in clause 11.3 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 be longer than the period as contemplated in clause 11.3. The extended period shall not exceed 30 days unless agreed to by the Parties to Council.
- 11.7 Collective agreements ratified by Council become an agreement of Council.
- 11.6 Should it be found that a collective agreement of the Chamber does not meet the criteria referred to in clause 11.4; the Council shall set aside the collective agreement.

13.1.1 Where a Party to the Chamber 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 Chamber.

13.1.1.1 The proposal must contain where possible, but not limited to, the following:

13.1.1.1.1 **Purpose:** That is expressed in simple and clear terms.

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

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

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

13.1.1.2 The Administrator of the Chamber shall circulate the proposal to all parties of the Chamber.

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

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

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

13.1.1.6 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 13.1.1.5

13.2 Notices of meetings:

13.2.1 The Administrator must serve on the Parties to the Chamber a written notice of a meeting showing the date, time, venue and the business to be transacted, at least five (5) working days before the date of such a meeting. In the case of clause 13.1.1.5 these provisions may not be applicable and the Chairperson may make a determination on the time frame.

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

### 13.3 Quorum at meetings/ starting time of meetings:

13.3.1 All Chamber meetings shall start promptly on the scheduled time.

13.3.2 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 Chamber.

13.3.3 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 Chamber, on condition that the Administrator notifies all the relevant parties accordingly.

13.3.4 At such a reconvened meeting the Employer and trade union party/ parties present will form a quorum.

### 13.4 Attendance:

13.4.1 Every meeting of the Chamber will be conducted in private unless otherwise agreed to by the Chamber.

13.4.2 The attendance of representatives per party to the Chamber will be in accordance with the provisions of Clause 8 of this document. Observers will be allowed by decision of Chamber.

### 13.5 General Rules/ Protocol:

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

13.5.2 The Chairperson will only recognize the chief spokesperson of each delegation.

13.5.3 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.

13.5.4 A point of order shall be in the form of a question directed to the Chairperson and the latter shall under no circumstances allow a discussion to take place on the matter.

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



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

13.5.6 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.

13.5.7 Procedural rulings of the Chairperson shall be final.

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

13.5.9 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.

13.5.10 Should the person not abide to the Chairperson's request the responsible party must leave the meeting. Failing which the Chairperson may use any other means to ensure order is restored.

#### 13.6 Minutes of meetings:

13.6.1 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 Chamber decides otherwise.

13.6.2 The minutes must be duly adopted in the next meeting of the Chamber.

13.6.3 All meetings of the Chamber must be recorded mechanically and/ or by means of hand written notes.

13.6.4 The Administrator to the Chamber will keep safe the original minute and mechanical recording of the meeting.

#### 13.7 Postponement of meetings:

13.7.1 Requests for postponement of a meeting by a party should be done in writing with reasons to the Administrator at least two working days before the scheduled date of the meeting.

13.7.2 A postponement must be granted by the Chairperson or the Administrator to the Chamber 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 Chamber.

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

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

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

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

#### **14. TASK TEAMS:**

14.1 The Chamber may establish and refer by decision of the Chamber any agenda item to a task team.

14.2 All items referred to a task team shall

14.2.1 Remain on the agenda of the Chamber unless otherwise agreed to

14.2.2 Have clearly stated time frames, including report backs

14.2.3 Have clear stated terms of reference; and

14.2.4 Indicate the composition of the task team

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

14.4 Recommendations of task teams must first be endorsed by the Chamber before it is executed.

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

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

14.7 The Chamber must appoint a coordinator from amongst the members of the parties admitted to the Chamber to provide secretariat support to the task team and compile reports of such meetings for submission to the Administrator of the Chamber for inclusion in the bundle of documents of the Chamber.

- 14.8 The task team must comprise of an equal number of representatives of both the employer and labour in the Chamber. Members to the task team must be conversant with the issues to be dealt with by the task team.
- 14.9 In a task team for a Provincial Chamber, one of the representatives of the Employer delegation must be from the Office of the Premier.
- 15. COLLECTIVE AGREEMENTS:**

- 15.1 Collective agreements of the Chamber must comply with the criteria in clause 11.4 of these rules.
- 15.2 Collective Agreement must also contain the following minimum requirements, but is not limited to:

- 15.2.1 **Numbering:** The agreement must make provision for numbering by the Secretary to Council as provided for in the Constitution of the GPSSBC.
- 15.2.2 **Scope:** A scope indicating the applicability/ binding effect of the collective agreement.
- 15.2.3 **Agreement:** A clear and unambiguous outline of the agreement reached.

- 15.2.4 **Time Frame:** A clause indicating the date of implementation of the agreement and may stipulate a review date if necessary.
- 15.2.5 **Dispute Resolution:** A clause indicating the dispute resolution path applicable for the specific agreement.

- 15.2.6 **Date:** Clear indication of the date and place of signing of the agreement.
- 15.2.7 **Signatures:** Surname, initials and signature of the representatives signing the agreement.

- 15.3 Draft agreements signed in a Chamber must be forwarded by the Administrator of the Chamber to the Secretary to Council on the date such draft agreement enjoys majority status for purpose of ratification.

## **16. GENERAL PROVISIONS:**

- 16.1 Vote weights:
- 16.1.1 The vote weight of a Trade Union in the Chamber shall be determined on the basis of its actual membership within the area of jurisdiction of the Chamber (as reflected by PERSAL figures) in proportion to the membership of all the trade unions admitted to the Chamber.

16.1.2 The employer has an equal number of votes to that of the trade unions admitted to the Chamber collectively.

16.1.3 Vote weights for Chambers is determined by the General Secretary.

16.1.4 Vote weights are determined on an annual basis and must be done after the Annual General Meeting of Council has adopted the vote determination on a National basis.

## 16.2 Meetings:

16.2.1 A Chamber meets as and when needed, but must meet at least 4 times per annum.

16.2.2 The Chamber must hold an AGM of the Chamber for purposes of the election of Chairperson, Vice-Chairpersons and determination of Vote weights.

16.2.3 The Administrator of the Chamber will determine unless otherwise agreed to, the date, time and venue of the meeting of the Chamber.

16.2.4 The Administrator to the Chamber will provide parties with an annual program of meeting dates. Such must be adopted by the Chamber. After adoption of the dates a copy must be forwarded to the General Secretary.

## 16.3 Media/Communication:

16.3.1 Parties should avoid negotiating through the media, and pre-empting outcomes through the media.

16.3.2 The Chamber should wherever possible issue joint statements.

16.3.3 The Chamber may develop guidelines on dealing with the media.

## 16.4 Disclosure of Information:

16.4.1 Parties should endeavor to have information sharing sessions prior to negotiations (pre-negotiations meetings).

16.4.2 The purpose of these meetings should be to identify and share needs, interests, priorities, constraints, fears (joint identification).

16.4.3 Parties should share information that will allow the development of proposals to resolve matters.

## 16.5 Mandates:

Representatives should have clear mandates whenever they enter into collective bargaining.

## 17. DISPUTE PREVENTION

- 17.1 If a deadlock/ dispute arise in a Chamber that cannot be settled, the dispute prevention procedure listed below must be invoked.

### 17.2 Dispute Prevention Procedure:

- 17.2.1 The Administrator of the Chamber must submit a report in writing within 1 day of the dispute/deadlock arising in the Chamber to the Secretary to Council.
- 17.2.2 The Secretary to Council on receipt of such report must request Parties, to the Chamber to provide within 5 days:
- i) Brief statements on the dispute/deadlock
  - ii) Possible settlement/resolution proposals
- 17.2.3 The Secretary to Council on receipt of such must within 2 days convene a facilitation between Parties with the view to resolve/settle the matter.
- 17.2.4 Should the deadlock / dispute remain unresolved the Secretary to Council must refer the matter within 7 days to the Executive Committee of Council for mediation.
- 17.2.5 The Executive Committee to Council must within 7 days of receiving the request convene a mediation with the view to settle / resolve the matter.
- 17.3 If the interventions as contemplated in clause 17.2 fail the matter will dealt with in terms of dispute resolution procedure of Council as contemplated in the Constitution of Council