

**POPCRU** EST. 1989

**POLICE AND PRISONS CIVIL RIGHTS UNION**

**POPCRU HOUSE**

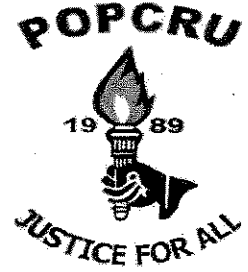
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**TO : All Provinces  
Provincial Secretaries**

**REF: CB3/24/04/15**

**ATT : All POPCRU Members**

**FROM : Collective Bargaining**

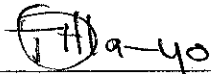
**ENQ: K. Mafani**

**DATE : 24 April 2015**

**SUBJECT: RECOGNITION AGREEMENT: LOAD CONTROL OPERATORS: LCO**

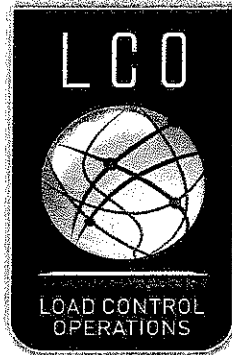
1. The abovementioned topic refers;
2. This communique serves to inform all members on the new recognition entered into by ourselves and LCO today.
3. This Agreement makes provision for the following benefits amongst others;
  - a. Sufficient Representatives: A trade union must organise at least 35% of the staff compliment of LCO for admission as a recognised trade union.
  - b. Election and recognition of 2 Shop stewards.
  - c. Representation of our members in LCO by any shop steward of POPCRU regardless of which sector they come from , **and;**
  - d. Majority Status: A recognised trade union enjoys this status when a recognised trade union organizes 50%+ 1 of the staff compliment of LCO.
4. It must be noted that we are the only recognized trade union and we also enjoy the majority status
5. Attached, please find a copy of the Agreement for ease of reference.
6. Please do not hesitate to contact this office for clarity.

Comradely,

Handwritten signature in black ink, appearing to read 'Thandi Hlatshwayo'.

**THANDI HLATSHWAYO**

*1st Deputy General Secretary*



## RECOGNITION AGREEMENT (ORGANISATIONAL RIGHTS)

Made and entered into by and between

LOAD CONTROL OPERATIONS JV

(Herein after referred to as "The Employer")

and

POLICE AND PRISONS CIVIL RIGHTS UNION (PROPER)

(Herein after referred to as "The Union")

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min [Signature] [Signature] [Signature]

## 1. DEFINITIONS

- 1.1 **MANAGERIAL PERSONNEL:** means all employees bearing the title of manager or those appointed in a position with managerial functions.
- 1.2 **MATERIAL BREACH OF CONTRACT:** means a breach serious enough to terminate this agreement. Where the parties are in dispute about the nature and materiality of such breach, the dispute must be referred to the dispute resolution centre of the relevant Bargaining Council for mediation, and if the dispute remains unresolved, referred for arbitration under section 24 of the Labour Relations Act, 66 of 1995.
- 1.3 **WORKPLACE REPRESENTATIVE / SHOPSTEWARD:** means all the workplace representatives as chosen in terms of this agreement, in accordance with the Union's Constitution.
- 1.4 **SUFFICIENT REPRESENTIVITY:** means at least 35% representativity of employees in the workplace as members of the union.
- 1.5 **MAJORITY:** means 50%+1 representing the employees in the workplace as members of the union.

## 2. DURATION

- 2.1 This agreement will become effective on the date that the parties sign this agreement and will be binding on all employees that form part of the bargaining unit (members of the union).

## 3. UNDERTAKINGS

- 3.1 The employer undertakes neither to victimise nor unlawfully interfere with the union and its members. The employer further undertakes not to change or alter any terms and conditions of employment without negotiating same with the union.
- 3.2 The union recognises and accepts that the employer has the sole and exclusive right to manage, plan, organize, direct and control the affairs of the employer and utilize the human resources in the best interest of its shareholders and employees, subject to its legal obligations and the principles of fairness and reasonableness.

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3.3 The employer and the union endorse the principles of Freedom of association and Freedom of disassociation.

3.4 The union undertakes to explain the provisions of this agreement to its members and will ensure that its members will understand and respect this agreement.

#### 4. RECOGNITION AND RIGHTS

##### 4.1 ACCESS

The rights contained in this clause are those as contemplated in section 12 read with section 19 of the Labour Relations Act and further in accordance and subject to the required representative status as determined in clause 1.4 of this agreement.

4.1.1 The employer undertakes to grant union officials reasonable access to the employer's premises, in order to:

4.1.1.1 meet with management

4.1.1.2 conduct meetings with its union members, and

4.1.1.3 take care of any other union affairs.

4.1.2 Access shall be with the prior permission of management, which shall not be unreasonably withheld. Meetings with members will take place in terms of the Labour Relations Act 66 of 1995.

4.1.3 It is agreed that the union shall give the employer at least 5 (five) working days written notice of its intention to visit the employer and the purpose thereof.

4.1.4 The employer shall at all times have the exclusive right to deny such request in the event of the intended visit/meeting likely to disrupt the operational requirements of the employers business and reserves the right to reschedule the meeting to an appropriate time.

4.1.5 Meeting with the employer will be scheduled with the employer's labour advisor of which the employer is a client/member.

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## 4.2 DEDUCTIONS AND NOTICE BOARDS

The rights contained in this clause are those as contemplated in section 13 read with section 19 of the Labour Relations Act and further in accordance with and subject to the required representative status as determined in clause 1.4 of this agreement.

- 4.2.1 On special request from the union, the employer undertakes to provide reasonable space to the union on an identified notice board in order to attach notices, on condition that these are submitted to the employer for prior approval.
- 4.2.2 The employer undertakes to deduct only authorized union membership fees from the wages of union members and pay such deductions over to the union as agreed, and provide the union with a monthly schedule of deductions and transfers submitted not later than the 7<sup>th</sup> day of each ensuing month.
- 4.2.3 The employer will not be responsible for membership fees falling into arrears due to employees, for whatever reason, not being able or willing to make further payments. Notwithstanding any agreement between the union and its members with regard to notice periods in the event of termination of membership, the employer shall be obliged to adhere to any notice given by the employee (member) and immediately cease to deduct union membership fees as and when it is so requested.
- 4.2.4 The employer will be entitled to deduct an amount equal to 5% (five percent) from the total amount of the monthly membership fees deducted from the employees as handling/administration fee and to pay the balance over to the union in such a way as to place as little burden as possible on the employer.
- 4.2.5 The union indemnifies the employer against any claim which may arise as a result of any deduction or non-deduction of membership fees.

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### 4.3 SHOP STEWARDS

The rights contained in this clause are those as contemplated in section 14 of the Labour Relations Act and further in accordance and subject to the required representative status as determined in clause 1.5 of this agreement.

4.3.1 2 (two) shop steward/s shall be elected.

4.3.2 The election of shop stewards will not be departmentally based.

4.3.3 The employer will allow the union to arrange elections on its premises for this purpose following compliance with the provisions of clause 4.

4.3.4 The union will notify the employer in writing of the name/s of elected shop stewards within 3 (three) working days of such election.

4.3.5 The recognition of shop stewards may be terminated:

4.3.5.1 in terms of the union's constitution;

4.3.5.2 at termination of his/her employment with the employer;

4.3.5.3 where his/her conduct is in contravention with the spirit and contents of this agreement and where the relationship between the employer and the union is being detrimentally affected. The parties will consult with the employer regarding the employer's reasons for termination.

4.3.6 Shop stewards committee:

4.3.6.1 Shop stewards shall be entitled to hold meetings at times as per prior agreement with the employer.

4.3.7 Rights, responsibilities, duties and facilities of shop stewards:

4.3.7.1 The primary duty of shop stewards, in terms of this agreement, is to protect the rights and interests of the union and its members on the premises of the employer.

4.3.7.2 Shop stewards shall also act as liaison between the union, its members and the employer.

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4.3.7.3 Conduct of a shop steward in his/her official capacity in terms of this agreement, does not affect his/her appointment as employee.

4.3.7.4 Shop stewards shall conduct deliberations with the employer in order to improve co-operation between the employer, the union and its members.

4.3.7.5 Shop stewards are ordinary employees of the employer and as such are subject to all the relevant employer codes, policies and procedures and all other provisions in terms of the Labour Relations Act, 66 of 1995.

4.3.8 Monthly meetings of shop steward/s and management:

4.3.8.1 The employer and shop steward/s shall exchange the agenda of meetings at least 5 (five) working days prior to a meeting.

4.3.8.2 The shop steward shall be entitled after each meeting, to report feedback to its members during their meal interval or after work for the day has been concluded.

4.3.8.3 Deliberations will be restricted to those on the existing agenda or as otherwise agreed by the meeting.

4.3.9 Training of shop stewards:

4.3.9.1 The union will provide training to the shop stewards regarding their functions in terms of the union's policy and constitution in terms of this agreement.

4.3.9.2 The employer accepts that it will be to the interest of both parties that shop stewards be trained and informed.

4.3.9.3 The employer will make available 6 (six) day/s per year for shop stewards to attend training seminars by the union and external institutions; provided that such leave must be requested at least 5 (five) working days beforehand for training seminars that are not presented by external institutions and shall not form part of the employee's annual leave, provided that the same procedure will also apply for a reasonable number of days unpaid leave, subject to prior arrangement with management.

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- 4.3.9.4 Notwithstanding clause 4.3.9.3, in the event of the Union Congress which is held every fourth year, four (4) additional days will be made available for that specific year.
- 4.3.9.5 By agreement, the union can submit a special request to the employer that the total number of authorized leave days in terms of this clause for the shop steward and the alternative shop steward may be combined for the once off use by the shop steward. For purposes of this clause, all the provisions for authorized leave will mutatis mutandis be applicable.
- 4.3.9.6 The leave as set out in clause 4.3.5.3 will not accumulate and shall expire at the end of each calendar year.
- 4.3.9.7 The union will seriously consider the employer's operational requirements that the employer may experience with regard to the impact of leave for shop stewards for the purpose of training sessions.

## 5. NEGOTIATION PROCEDURE

The parties acknowledge that they are both bound to the stipulations of the Main Agreement with N3TC i.e. Contract No. HTCC/1/2011 which regulates the annual contract price adjustment, according to the CPI index as for the month of October each year.

In order to ensure that the maximum benefit is passed through to the staff, the parties agree that exactly the same percentage that was used by N3TC/SANRAL to adjust the contract value, shall be used to adjust the annual salary increase of the staff.

The staff shall be provided annually with a letter directly from the Client, stipulating the percentage by which the Main Agreement's price was adjusted.

## 6. PROCEDURE: DISPUTES AND GRIEVANCES

- 6.1 A dispute must be declared in writing informing the other party of the issues in dispute and the desired outcome / settlement proposed by the aggrieved party.
- 6.2 A dispute meeting will be convened within 7 (seven) working days of receipt of such notice; and the parties shall endeavour to resolve the dispute.

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- 6.3 Should the parties fail to resolve the dispute as mentioned in clause 6.2, the dispute resolution meeting will be deemed to have been unsuccessful and either party shall be entitled to refer the matter in terms of applicable Labour Legislation.
- 6.4 After the dispute has been referred, either party may continue to arrange further meetings to try to resolve the dispute.
- 6.5 The parties resolve to deal with less contentious grievances and complaints mutually.
- 6.6 Any grievance experienced by an employee must be dealt with in accordance with the grievance procedure as set out in the employment contract and if the employee is still aggrieved, the matter may be presented by the union to the employer in a formal agenda for discussion at a meeting provided for in this clause.

**7. FAILURE TO REACH AN AGREEMENT (DISPUTE OF INTEREST)**

If the parties fail to reach an agreement in a dispute of interest, either party will have the right to proceed with steps in the Labour Relations Act.

**8. PEACE OBLIGATION**

- 8.1 Both parties confirm that they support the principles of dialogue, discussions and negotiations as the preferred methods to maintain acceptable and normal labour relations and to resolve disputes.
- 8.2 The union undertakes not to support or encourage their members to partake in any unprotected strike action and the employer undertakes not to resort to lock out proceedings regarding any issues contained in written agreements between the parties for the duress of such agreements, or before attempts have been made to resolve the dispute in terms of this agreement.
- 8.3 To comply with the above mentioned, the parties agree that:
- 8.3.1 The union is not in favour of unprotected labour action against the employer, his suppliers, consumers, products or services and will not initiate, support or organise such.

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8.3.2 The employer will not change or amend any conditions of service unless he/she has followed the negotiation procedures prescribed in this agreement.

8.3.3 The union also undertakes not to allow its members, during any protected strike, to partake in picketing before the parties have amongst themselves or via a third party determined rules for such a strike.

## 9. TERMINATION OF AGREEMENT

9.1 Without restricting the parties from the usual contractual remedies available:

9.1.1 In case of breach of any provision of this agreement that any party view as an essential breach, the aggrieved party will give the other party 30 (thirty) days written notice to restore such breach and should the other party not restore the breach, the aggrieved party will be entitled to terminate the agreement by giving the other party 30 (thirty) days' notice thereof after which period the agreement shall be cancelled.

9.1.2 In the event that the union's membership falls beneath the sufficiently or majority representation threshold, the employer shall inform the union in writing of such situation after which the union will have 30 (thirty) days to rectify the situation and should the union fail to do so, the employer may give the union a further 30 (thirty) days' notice of the summary termination of this agreement.

## 10. RECORD OF ACKNOWLEDGEMENT

10.1 The parties therefore agree that the union on the date of the conclusion of this agreement will have the following status (see sections below) and shall therefore require the following rights and will retain such rights for as long as it complies with the representation requirement or if the agreement is terminated for any other reason:

Section 12 (Access)

Section 13 (Deductions)

Section 14 (Shop Stewards)

Section 16 (Right to access of information – see clause 10.2)

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*Honey*  
*B*  
*A*

10.2 The employer acknowledges the union as the collective negotiating agent for all its members permanently in the service of the employer and the bargaining unit consists only of members that are in the service of the employer (excluding managers). The section 16 rights referred to in clause 10.1 will only be granted to the union should the union have majority representation.

10.1 If any member of the union is elected as an official of the union, the employer will be notified accordingly and the parties will negotiate the rights in terms of section 15 of the Labour Relations Act.

**11. DOMICILIUM AND NOTIFICATIONS**

The parties choose the following domicilium citandi et executandi for purposes of notifications, payment of any moneys, service of any documents of the legal process or any other purpose that may develop as a result of this agreement:

\_\_\_\_\_  
THE UNION  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

LCO JV  
THE EMPLOYER  
60 CIVIL DRIVE  
ACACIA BLOCK  
PELLMEADOW OFF PARK  
BEDFORDVIEW

Tel: 011 453 5023  
Fax: 011 453 5344

SIGNED AT BEDFORDVIEW ON THIS 22<sup>ND</sup> DAY OF APRIL 2015

AS WITNESS:

1. [Signature]  
2. [Signature]

[Signature]  
FOR AND ON BEHALF OF THE  
EMPLOYER

AS WITNESS:

1. [Signature] 24/04/2015  
2. [Signature] 24/04/2015

[Signature] 2015.04.24  
FOR AND ON BEHALF OF THE  
UNION