



# CHEMICAL WORKERS INDUSTRIAL UNION

## WESTERN CAPE BRANCH

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1-3 Malta Road  
Salt River  
7925

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27 February 1991

### BUILDING CWIU LOCALS IN OUR BRANCH

The following plan was devised at our first successful Local Co-ordinators meeting held on Saturday 23 February 1991.

The Locals and Co-ordinators are as follows:

- 1) Bellville/Northern suburbs - C Rani (Organiser) J Davids (Usabco) and M Siboto (Consol Plastics)
  - 2) Epping - M Coetzee (organiser) and T Raubenheimer (Fine Chemicals)
  - 3) Atlantis/Montague Gardens/Milnerton - M Jansen (organiser) M Abrahams (ACA) and H Paulsen (MCG)
  - 4) Maitland/Paarden Eiland and Greater Cape Town - N Andrews (organiser) M Ryan (MCG) and A Bowers (RPM)
- ✓ We agreed to target two locals ie. Bellville/N.Suburbs and Epping

### Proposed Plan:

1. Pamphlet: This is to be a general pamphlet emphasising the importance of building locals during the present period and consolidating workers power in the long term.
  - This must also be enlarged for noticeboards.
  - Colin assisted by ILRIG to produce.
  - Deadline for completion 01 March/deadline for distribution 08 March
2. Factory General Meetings 04 March - 15 March

To discuss locals. Teams of 2 co-ordinators will address factory general meetings according to a plan. Co-ordinators were allocated as follows:

Bellville/N.Suburbs: Colin Rani, Mongezi Siboto, Hennie Paulsen and Martin Jansen.

Epping: Mike Coetzee, Titus Raubenheimer, Nigel Andrews and Mike Ryan

\* Colin and Mike are to allocate factories

b) Shopstewards council meeting on 7 March: to discuss locals on workshop basis.

### 3. Local Shopstewards Meetings

19 March - Bellville/N Suburbs 1 pm - 5 pm

20 March - Epping 1 pm - 5 pm.

#### AGENDA

1. Introduction + Video - importance of locals for workers struggles
2. Briefing on constitutional provision on locals
3. Cosatu and CWIU Congress preparations.
4. Cosatu Campaigns
5. Planning of launch of locals.

**6. JULIG / SPEAKER ON MEDIA**

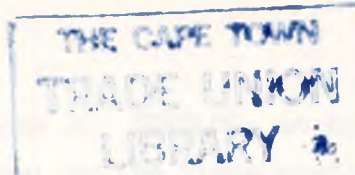
### 4. Launch of Locals

Bellville/N.Suburbs: 26 March - Belmonte?  
4.30 pm - 8.30 pm

Epping: 28 March - Bonteheuwel Community Centre 4.30 pm - 8.30 pm.

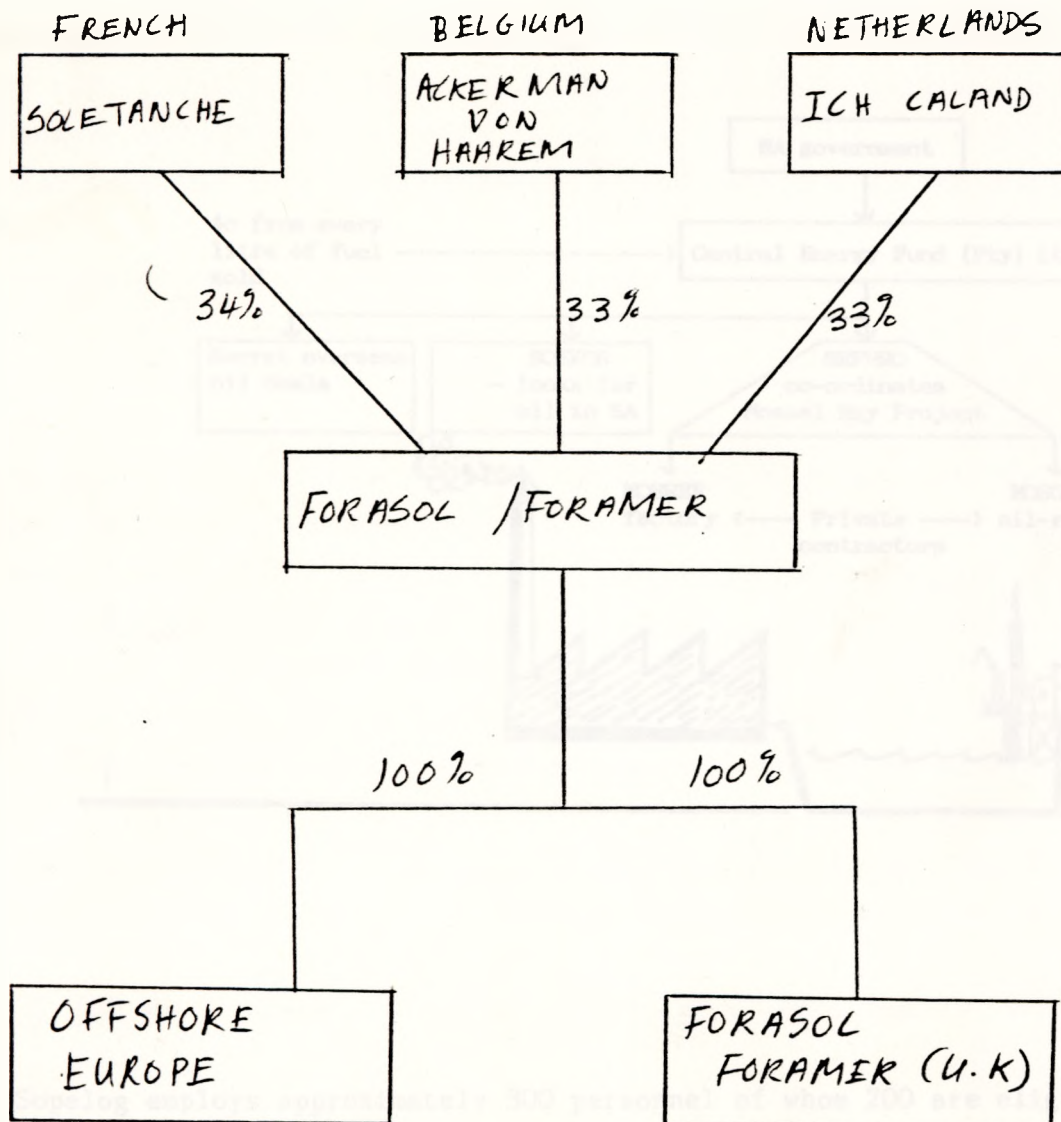
#### AGENDA

1. Speech on locals
  2. Constitutional provisions
  3. CWIU and Cosatu Congresses
  4. Cosatu Campaigns
  5. Elections of officebearers (chair, Vice-Chair and Secretary)
- \* Transport? and venues to be organised by Mike and Colin

THE SOPELOG REPORT**PROCESSED**

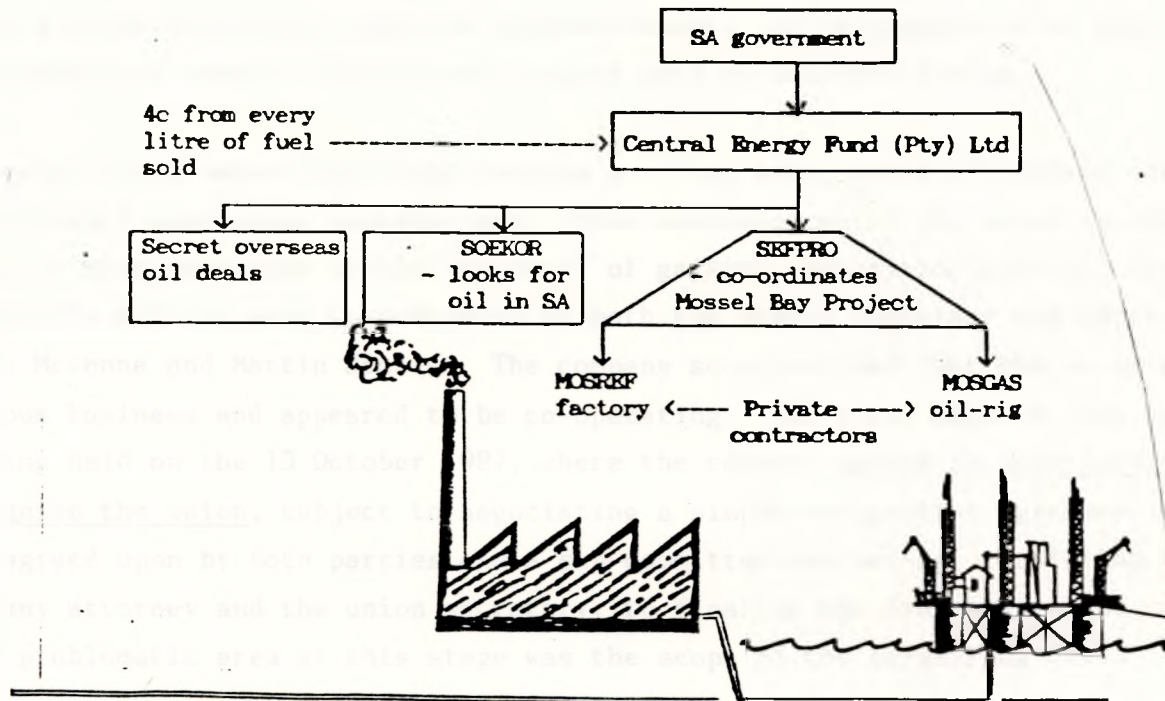
Sopelog is a subsidiary of a French based drilling company known as Forasol Foramer. This company employs over 1200 workers all over the world and approximately 1500 in France. It is owned by 3 companies each having approximately 1/3 share ownership.

That is: French - "Soletanche" - 34%  
 Belguim - "Ackerman Von Haarem" - 33%  
 Netherlands - "ICH Cqland" - 33%



5TH FLOOR  
 KHOLLY'S HOUSE  
 11 BYWARD STREET  
 LONDON EC3R 5EN

In South Africa it operates under the name of SOPELOG an acronym for Southern Petroleum Logistics. It is contracted out by the State controlled project SOEKOR. SOEKOR was set-up by the South African government in 1965 to search for Petroleum and other energy sources. SOEKOR'S efforts to search for oil were spurred on by rapid oil-price increases in 1974 with the "oil-crisis" and continued reference in U.N forums to oil-embargoes against South Africa. Its efforts on land were unsuccessful and it later concentrated on off-shore searching. Forasol Foramer was contracted to do this in the form of SOPELOG which is a company registered in South Africa. Sopelog deals mainly with the operating of about 3 oilrigs in the oil-search.



Sopelog employs approximately 300 personnel of whom 200 are eligible members of the Chemical Workers Industrial Union, an affiliate of the Congress of South African Trade Unions (COSATU)



The union first started recruiting SOPELOG employees in 1986, when many of them approached the Cape Town offices seeking assistance with work related problems. Attempts were made then, as is today, to resolve these problems, but to no avail (see Annexure A).

During mid - 1987, after the union had recruited a substantial number of employees +95, it made several approaches to the management for recognition. The management, led by a Frenchman, Mr Michelle Dudonet, was totally unprepared and therefore unsophisticated and crude in his dealings with the CWIU. They were aware nevertheless of the efforts of all the South African workers (both Black and White) to be represented by a union to improve their lot. The White workers' main grievance ironically ~~was~~ the discrimination against them in terms of conditions of employment in relation to French employees. However, the harsh working conditions for all workers onboard oilrigs cannot be underestimated. It is reputed to be the second most dangerous working environment, second only to deep-sea diving.

Management used several delaying tactics i.e. not being aware of certain correspondence, unilaterally postponing meetings etc. This continued until the union decided to allocate more resources to the "project" of gaining recognition with the company. The CWIU's efforts were co-ordinated by both the Branch Organiser and Secretary, Titus Mckenna and Martin Jansen. The company soon realised that the union meant serious business and appeared to be co-operating. The first sign of this was at a meeting held on the 13 October 1987, where the company agreed in principle to recognise the union, subject to negotiating a simple recognition agreement. This was agreed upon by both parties and a sub-committee was set-up, consisting of the company attorney and the union secretary, to finalise the draft agreement. The only problematic area at this stage was the scope of the bargaining unit.

The union continued to organise the workers, albeit under unusual and difficult circumstances. The main difficulties of organising these oilrig workers are:

1. The shift system of 2 weeks onboard and 2 weeks onshore, with 4 teams rotating.
2. The workers reside all over the country.
3. The oilrigs' operations are not restricted/confined to one area and often

move as far afield as from Mössel Bay to the Namibian coast within a 6 month period.

Communication between union organisers and workers is done mainly by small weekly meetings, often at the airport or via pamphlets which poses strategic problems if in the wrong hands.

On 2 December 1987 the final draft Recognition Agreement was ready for signing, or at least this was the view of the company's attorney and the union official. The meeting for signing the agreement was set for 8 December 1987. However, at this meeting management came with, what it posed to be a problem, to the meeting. They stated that they were serious about the union and that this made it more necessary for them to get the administrative matters of their employees in order. They explained that many of the union members were creating problems for them by not signing a newly revised contract which the company had prepared. The company therefore felt it was necessary to insert another item to the list of Definitions into the Recognition Agreement -

"Temporary Employee" - an employee on probation or an employee expressly employed on a temporary contract or an employee who has not joined the permanent staff by not signing and returning Sopellog's standard permanent employment contract.

It was specifically the latter part which the union felt it could not agree to as it effectively meant that even though a worker had 6 years service with the company, by not signing this new contract, he was relegated to temporary status. The union maintained that the issue of signing the contract was between management and the individual employee and not a matter to be incorporated into a recognition agreement. This disagreement proved to be a major stumbling block.

Union members who were suspicious about the introduction of these new contracts also reported that they were literally being forced to sign the contracts. Often they would arrive at the Airport to book in for their 2 week shift and be told that they would not be allowed to work unless they signed the new contracts. Upon closer scrutiny of these contracts with union attorneys, it was noticed that the new contract did contain slight changes to previous conditions of employment. The company's actions therefore constituted an illegal lockout and the matter was referred to the Industrial Court.

At subsequent meetings the company agreed to negotiate for wage increases and improvements in conditions of employment. Several meetings were held on the issue of the recognition agreement and preparations for wage negotiations, to no avail. The company proposed to compromise on the issue by allowing the insertion of the clause - "the union reserves it's rights in respect of the definition of Temporary Employees" next to the controversial definition.

Eventually on 25 April 1988, the union agreed to compromise in the manner proposed by the management because of two developments.

1. Pressure from members to pursue the formal relationship with the company and negotiate improvements for them.
2. The union had taken the issue to the Industrial Court.

The company representatives saw no problems with this and undertook to take it to the Directors for final approval. The union protested against this delaying tactic as it was basically the management's proposal which it had accepted. It is the union's view that the real intentions of the company were revealed in its telex dated 10 May 1988. The company's response was simply that negotiations on the issue were closed and that it preferred that the proceedings in the Industrial Court take its course.

The presiding officers on the matter in the Industrial Court were Advocate Roux assisted by Prof *Schwiegering*. The judgement was indeed an historic one, representing a major setback for the Labour movement in South Africa. It affects especially those workers who are employed by companies in South Africa and are required to work outside its borders from time to time.

The following is an extract from the Industrial Court Judgement:



The court held that the main issue in the case was the location of the dispute. If the locus of the dispute was East London, as contended for by the appellants, then the Minister as well as the court would have jurisdiction over the dispute. If, on the other hand, the dispute was located in Potsdam, in Ciskei, then neither the Minister nor the court would have power to deal with the dispute. Because "the appellants were working at Potsdam in Ciskei when they were dismissed" the locus of the dispute was held to be Potsdam. "The fact that the disciplinary hearing and the dismissals took place at Braelyn cannot alter the position. The dispute is one concerning their dismissal from employment in Ciskei and to say that, as a result thereof a dispute exists in East London is quite artificial". The court accordingly held that neither the Minister nor the court had power to deal with the dispute and dismissed the appeal. Translated to the present dispute the decision, with which

we are in respectful agreement, means: the dispute is one concerning conditions of employment outside South Africa and to say that as a result of certain communications between the parties in Cape Town, a dispute exists in Cape Town, is quite artificial. The Minister has no power to approve of the establishment of a conciliation board in respect of the dispute and this court has no power to censure the respondent for failing to apply to the Minister to appoint a conciliation board. The decision of the industrial court in Lehobye v The African Bank Limited (Case No. NH13/2/2763) to the effect that the court had jurisdiction because of the fact that the applicant was employed by a South African employer although not employed (i.e. working) in South Africa has to be dissented from. The decision is unsubstantiated and in our view not correct. 27

The court's decision is undoubtedly a serious one and means that if a worker is treated unfairly or even dismissed outside the official borders of the Republic of South Africa - he/she cannot legally apply for relief by virtue of South African Labour Law. In official terms this would include the TBVC Bantustans.

#### The future for Union Recognition:

It appears that the company is still retaining its position as per their telex of 10 May 1988. The CWIU is struggling to ascertain their official position on recognising the union, in line with International Standards and Codes of Conduct (after the court decision).



They are reluctant and non-committal and continually refer Shop Stewards, who raise issues and demand recognition, to the court decision. Despite petitions from union members and a well supported 1 hour stoppage on 27 May this year, the company still refuses to recognise the union.

The union is presently taking the court decision on review and will be calling on International support to pressurise Forasol Foramer to get its subsidiary SOPELOG to recognise the CWIU and improve the conditions of its South African workers. On average, overseas oilrig workers earn four times (4x) the wages of workers who are CWIU members and enjoy better benefits such as Life Insurance, Pensions, Medical Aid etc. The company in question is not only assisting the South African government in its sanctions-busting attempts but is benefitting out of Apartheid exploitation.

Martin Jansen  
CWIU - Petroleum Co-ordinator

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# CHEMICAL WORKERS INDUSTRIAL UNION

09 SEPTEMBER 1987

COMMUNITY HOUSE  
41 SALT RIVER ROAD  
SALT RIVER, 7925  
TELEPHONE : 479624

THE GENERAL MANAGER  
SOPELOG  
PO BOX 6058  
ROGGEBAAI  
8012

ATTENTION : MR. MICHEL DUDOUËT

Dear Sir

It has come to our attention that our members are required to work an extra period after their completion of their 14 consecutive days on the rig.

It was also reported that our members are being threatened with disciplinary action if they do not agree to work.

Our position on the issue is that we regard overtime and the request to work an extra period as voluntary. We, therefore view your action to discipline our members as an unfair labour practice.

We have stated to you in a previous letter that all changes to the employees conditions of employment or contract of service must be negotiated with the CWIU.

We view this matter in a serious light and we urge you to instruct the TOOLPUSHER to STOP THREATENING OUR MEMBERS

We expect your full co-operation in this regard.

Yours Faithfully

CHEMICAL WORKERS INDUSTRIAL UNION

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T. McKENNA  
ORGANISER

ttx 425

To : The Branch Secretary  
Chemical Workers Industrial Union  
For Attention Mr. Jansen

From : Bisset, Boehmke & McBlain on behalf of Sopellog CC  
Per D.W.D. Macdonald.

Re : Recognition Agreement

On : Tuesday, 10th May, 1988

At : 16H25

We refer to paragraph 1 of your telex of 3rd May to Sopellog.

As indicated at our meeting on 25th April we did meet with the Director of Sopellog on 26th April.

In regard to the signing of a recognition agreement including a reservation of rights or a without prejudice clause by the Union, Sopellog has considered the position fully and concluded that the better course is for the proceedings in the Industrial Court which the Union had already commenced on 12th April to be proceeded with and taken to their conclusion especially as the Registrar has arranged for an early date to be available for the hearing.

We are accordingly proceeding to file Sopellog's opposing affidavits as the Court's decision on the application made by the Union will assist to clarify the unresolved issues.

Regards,  
David Macdonald.