

GENERAL PUBLIC SERVICE SECTOR BARGAINING COUNCIL
(GPSSBC)
RESOLUTION 03 OF 2001

APPOINTMENT OF THE FULL-TIME SHOP STEWARDS IN
GENERAL PUBLIC SERVICE SECTOR BARGAINING COUNCIL

1. PURPOSE OF THIS AGREEMENT

- 1.1 The purpose of this agreement is to provide for the appointment of the *full time shop stewards* in the General Public Service Sector.

2. SCOPE OF APPLICATION

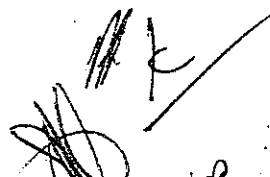
This agreement applies to and binds:

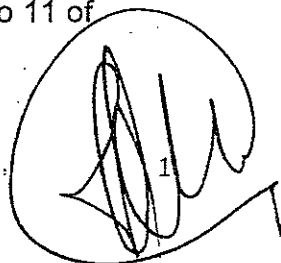
- 2.1 the employer; and
2.2 the trade union parties to this agreement.

3. DEFINITIONS

- 3.1 "*council*" means the General Public Service Sectoral Bargaining Council, a sectoral council designated by the Public Service Co-ordinating Bargaining Council;
- 3.2 "*employer*" means the State as employer falling within the registered scope of the *council*;
- 3.3 "*employee*" means an employee who:
- 3.3.1. is employed by the *employer*, and
- 3.3.2. who falls within the registered scope of the *council*;
- 3.4 "*full time shop stewards agreement*" means the "Collective agreement for the election of full time shop stewards in the public service" agreement no 11 of 1998 of the Public Service Co-ordinating Bargaining Council;







- 3.5 "full time shop steward" means a full time shop steward of a trade union whose conditions of service are regulated in terms of this agreement and any other collective agreement.
- 3.6 "head of department" means a head of department of either a national department or a provincial department;
- 3.7 "the LRA" means the Labour Relations Act, No 66 of 1995,
- 3.8 "national department" means a national department set out in Schedule 1 of the Public Service Laws Amendment Act, 1998;
- 3.9 "province" means a provincial administration established in terms of section 103 of Constitution of the Republic of South Africa, No 106 of 1996;
- 3.10 "provincial department" means a provincial department set out in Schedule 2 of the Public Service Laws Amendment Act, 1998;
- 3.11 "regulations" means the Public Service Regulations, Government Gazette No 21777;
- 3.12 "sector" means the registered scope of the council; and
- 3.13 "trade union" means a registered trade union, or two or more registered trade unions acting together who are admitted to the council.
- 3.14 "critical post" means a post without which the employer cannot do at any point in time.

4. ELECTION, NOMINATION AND APPOINTMENT OF FULL-TIME SHOP STEWARD

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4.1 Eligibility for appointment as a FTSS

In order to be appointed as a FTSS a person must:

4.1.1 be permanently employed in the sector.

4.1.2 not be employed in a critical post or be appointed above salary level 8;

4.1.3 have been elected or nominated by the trade union of which that person is a member.

4.2 The maximum number of FTSS

4.2.1 full-time shop stewards shall be elected or nominated in a sector per province (geographic area) as follows;

4.2.1.1 2000 members = 1 full-time shop stewards per union

4.2.1.2 4000 or more = 2 full-time shop stewards per union

4.3 Deployment of FTSS

4.3.1. elected or nominated full-time shop stewards shall only perform their duties and interact with the employer in the specific sector at provincial/national department level in terms of this agreement.

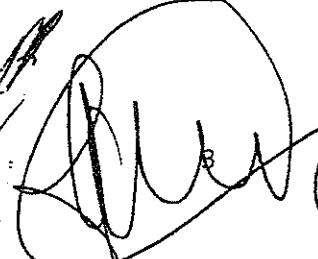
4.4. Notification of the elected FTSS

4.4.1. once the trade unions have nominated or elected their FTSS, the trade unions must notify the respective provincial administrations/national departments in writing of the names of those persons who have been elected as FTSS.

4.4.2. provincial administrations/national departments may be allowed a maximum of sixty days (60) for their Executing Authority or his/her delegate to release the respective FTSS.

4.4.3. in its notification the trade union must specify the contact details of each of its FTSS, including the FTSS 's telephone and fax numbers.

4.5. Appointment of the FTSS



- 4.5.1. once the provincial administrations/national administrations have received the notifications referred to in paragraph 4.4.1; the persons nominated or elected to the position of FTSS will be duly confirmed. Their confirmation will be by way of a secondment.
- 4.5.2. the employer undertakes to inform all employees of the contact details of elected or nominated FTSS.
- 4.5.3. the trade union undertakes to inform all its members of the contact details of its elected full-time shop stewards for the provincial administrations/national departments.

4.6. Term of Office

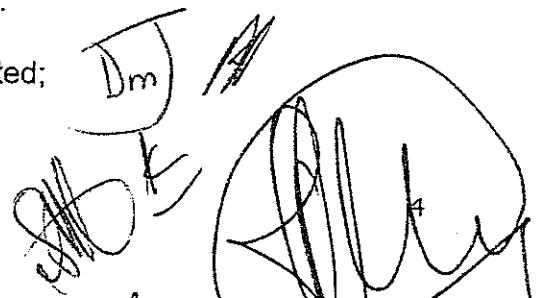
- 4.6.1. the FTSS must be appointed (by way of a secondment) on an annual basis. A trade union may re-elect or re-nominate a FTSS, and accordingly the FTSS's secondment may be extended.
- 4.6.2. on expiry of FTSS term of office (which shall not exceed one year), the full time shop steward shall re-enter his/her previous position. Should the FTSS be elected or nominated to serve a further term beyond one year, the FTSS position will be protected unless circumstances dictate otherwise and the union concerned will be consulted prior to any final decision in this regard.

5. DUTIES

The duties of a FTSS are as follows:

- 5.1 assist and represent employees in grievance and disciplinary proceedings;
- 5.2 monitor the employer's compliance with any law regulating terms and conditions of employment and any collective agreement binding on the employer;
- 5.3 report any alleged contravention of any law regarding terms and conditions of employment and any collective agreement binding on the employer to:
 - 5.3.1. the employer; and
 - 5.3.2. the representative trade union; and
- 5.4. co-operate with the employer to ensure that:
 - 5.4.1. the process of service delivery is uninterrupted;
 - 5.4.2. high productivity levels are maintained;

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5.4.3. services are rendered to the general public efficiently and effectively; and

5.4.4. there is order in the public service

6. RIGHTS AND OBLIGATIONS

6.1 Obligations of the employer

- (a) an employee who has been elected or nominated as a full-time shop steward of a trade union is entitled to leave of absence with remuneration.
- (b) the employer must ensure that the position that the full-time shop steward occupied prior to commencing office as a full-time shop steward is protected for as stipulated in paragraph 4.6.

6.1.1 during the period of being a full-time shop steward, the full-time shop steward will not be subjected to the discipline of the employer for activities relating to the duties of the trade union.

6.1.2 the employer will not interfere with, restrain, coerce or discriminate against the full-time shop steward, unless otherwise allowed by law.

6.1.3 a full-time shop steward

6.1.3.1 who is employed in grade 4 or below will be paid at the remuneration paid to an employee in grade 4; or

6.1.3.2 who is employed in any grade above grade 4 but below the level indicated in sub-paragraph 4.1.2. (salary level 8) above will be paid: at a rate equal to the rate of remuneration that the full-time shop steward was employed on at the time of taking up the position of full-time shop steward.

6.1.3.3 shall not render any line functions during the period of secondment.

6.1.4 FTSS must be based at the offices of the employer.

6.2 Obligation of the Trade Union

6.2.1 the trade union shall notify the employer of the name of the employee elected or nominated as a full-time shop steward as soon as an election or nomination for the position of full-time shop steward has taken place.

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6.2.2 if a full time shopsteward, for any reason does not occupy this position for the full period, then the trade union shall notify the employer immediately it becomes aware that such employee will no longer be a full time shopsteward.

6.2.3 the trade union undertakes to optimally use trade union representatives who are not FTSS.

6.2.4 the FTSS's trade union must pay for all expenses and meet all the other needs associated with the performance of the FTSS's activities, excluding the FTSS's remuneration and accommodation.

6.2.5 the trade union must ensure that a FTSS performs the functions set out in paragraph 4 above.

7. DISCLOSURE OF INFORMATION

A FTSS is entitled to full disclosure of all relevant information in accordance with and subject to the qualification provided in section 16 of the LRA and any relevant collective agreement.

8. BENEFITS

8.1. The employer must ensure that the position that the FTSS occupied prior to commencing office as a FTSS is protected for the period during which the FTSS is in office. At the end of the period of office the FTSS will revert back to the grade and remuneration attached to that grade, unless otherwise agreed. In this regard the relevant employer will conclude an agreement with a trade union, prior to the period of office of the FTSS commencing, regarding:

8.1.1 the grade and location that the FTSS will return to at the end on the period of office;

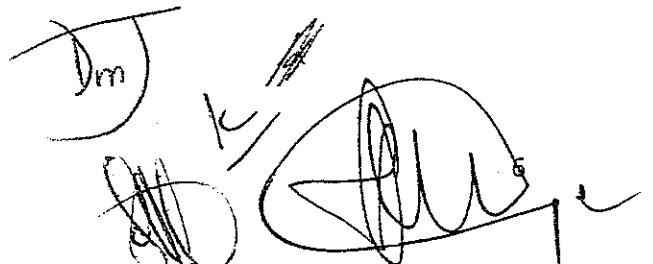
8.1.2 the rate of remuneration to be paid to the FTSS considering the responsibilities of the FTSS.

8.1.3 the form of performance assessment, if any, that will apply to the FTSS during the period of office;

8.1.4 any promotion, if any, that the FTSS is entitled to during the period of office; and

8.1.5 the duties of the FTSS, which may include any trade union activities defined by the trade union.

9. RIGHT OF ACCESS

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- 9.1. the FTSS may meet with members on the premises of the departmental office of the employer provided the FTSS has obtained prior permission from the head of the relevant office, section, institution or department or delegated representative of the employer. Where there is a collective agreement regulating access to the workplace, the permission would be granted based on the terms of the collective agreement.
- 9.2. in addition to 9.1 above, the FTSS may hold meetings with members provided that:
 - 9.2.1. the meeting takes place outside office hours and does not unreasonably interfere with the functioning of the office, section, institution or department.

10. TERMINATION OF THE SECONDMENT OF A FTSS

- 10.1. a FTSS's secondment terminates at the end of his or her term of office as indicated in sub-paragraph 4.6.1 supra.
- 10.2. A FTSS may be withdrawn if:
 - 10.2.1. the FTSS applies and accepts promotion to a higher level.
 - 10.2.2. the FTSS ceases to be a member of the trade union that nominated or elected him or her;
 - 10.2.3. the FTSS ceases to be an employee of the state;
 - 10.2.4. the FTSS resigns in writing as an FTSS; and
 - 10.2.5. the FTSS is withdrawn by the trade union who elected or nominated him or her.

11. CODE OF CONDUCT: FTSS

- 11.1. Conduct of FTSS will be dealt with according to the attached code of conduct. (Annexure "A")

12. DURATION OF AGREEMENT

- 12.1. this agreement shall be reviewed after three years from date of signing thereof.

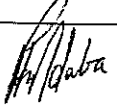
13. DISPUTE RESOLUTION

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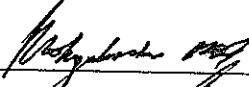

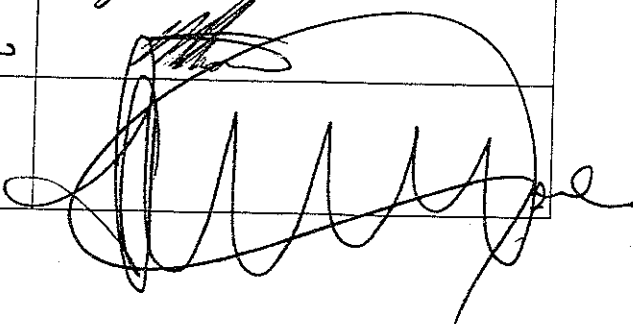
13.1. Dispute about interpretation or application of this agreement shall be referred to the CCMA.

THIS DONE AND SIGNED AT CENTURION ON THIS 23 DAY OF OCTOBER 2001

ON BEHALF OF THE EMPLOYER

STATE AS THE EMPLOYER	KHUMBULA NDABA	

ON BEHALF OF TRADE UNION PARTIES

TRADE UNION	NAME	SIGNATURE
NEHAWU	Jaxa D.M.	
NUPSAW	S. MAFALISANE	S. Malabane
PS	A Mokgabodi	
PAWUSA	NONILE PETERSON	
POPCRU	Masetlhane Phoyane	

Annexure 1

CODE OF CONDUCT FOR FULL-TIME SHOPSTEWARDS

1. Purpose

This code should act as guideline to a full-time shopsteward as to what is expected of her/him when executing her/his tasks, and to regulate the relationship with Departments, Provincial Administrations in the General Public Service Sector, and the members of a trade union which has elected or nominated her/him.

2. Code of conduct

Relationship with the members, departments, and provincial administrations

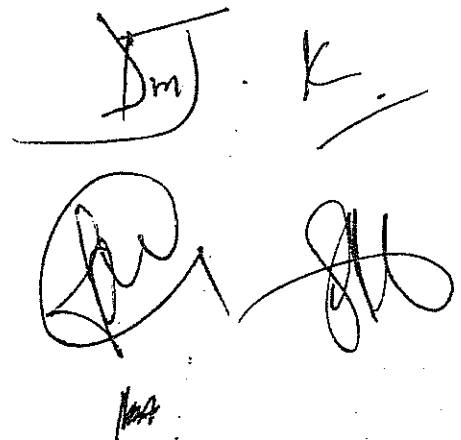
In accepting election or nomination to a position of a full-time shopsteward, the full-time shopsteward should recognise the importance of the position that she/he occupies, and fill the responsibilities attached to such a position. In addition, it is expected of a full-time shopsteward to:

- perform her/his duties as contained in the Agreement diligently;
- fulfil all the obligations emanating from the Agreement, other collective agreements, and any other relevant law
- act in the best interest of the members of the union which has elected or nominated her / him;
- at all times act in a manner that is consistent with the integrity and dignity of her / his office.
- promote sound labour relations in the Public Service

The trade union that has elected or nominated a full-time shopsteward will be responsible to ensure that she/he have regard to the provisions of this code of conduct. The outcome should be communicated to the employer for record purposes.

3. Violation of Code of Conduct

Full-time shopsteward(s) who violate the code of conduct will be subjected to disciplinary action in terms of the union constitution or disciplinary code.



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FULL-TIME SHOPSTEWARDS

IMPLEMENTATION GUIDE

ELECTION AND/OR NOMINATION OF FULL-TIME SHOPSTEWARDS

1. The full-time shopsteward (FTSS) must be elected/nominated in terms of the procedures for the appointment of shopstewards outlined in the constitution or procedure manual of his/her trade union.
2. The employer may assist the trade union in this regard as outlined in any recognition/collective agreement which may prescribe what the employer's obligations are in terms of the election/nomination of shopstewards.
3. The employer may observe the process of nomination/election.
4. If a member is aggrieved by the process, the procedure outlined in the constitution or procedures manual must be utilised.
5. The employer must establish that the employees elected/nominated as FTSS are eligible for appointment in terms of Resolution 3/2001.
6. A FTSS may not be stationed in a different province than the one in which s/he was elected/nominated.

RELEASE OF FULL-TIME SHOPSTEWARDS

1. On receipt of a notice from the trade union requesting the release of a FTSS, the employer must conclude an agreement with the trade union mandated by the employee regarding:
 - (a) the level of remuneration to be paid to the employee¹;
 - (b) a job description of the FTSS²;
 - (c) an assessment tool together with a work plan³;
 - (d) all benefits which the employee will be entitled to;
 - (e) protection of the employee's job in terms of Resolution 3 /2001⁴.
 - (f) code of conduct of relevant trade union.
2. The employer must release the FTSS within 60 days of the request from the trade union. It should be noted that 60 days is the maximum number of days. If the department/province is able to release the employee before the expiry of 60 days, this should be done.
3. The employer must inform all its staff of the name and contact details of the FTSS. Likewise the trade union undertakes to inform all its members of the name and contact details of the FTSS.

¹ If the FTSS is employed on level 1 to 4 then the employee must be remunerated at the level 4. If the employee is employed between level 4 and 8, then s/he will be remunerated at the level at which s/he is currently employed. Remuneration refers to basic salary.

² See Annexure 1.

³ See Annexure 2 for examples of these documents.

⁴ The grade and location the employee will return to at the end of his/her term of office, as well as the date on which such employee is to return. This will be 12 months from the date of release.

CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE FULL-TIME SHOPSTEWARD

The FTSS shall be bound by the following:

1. Reporting Relationship

- The FTSS shall receive instructions from and report directly to the trade union. The General Secretary or his/her delegate will supervise the work of the FTSS. In the case of a delegate, the particulars of such delegate must be made available by the relevant trade union.
- The employer must be informed of the programme of the FTSS⁵.
- The employer will confirm the following matters as they affect the FTSS:
 - (a) Attendance at work when this is possible;
 - (b) Approval of absence of leave⁶; and
 - (c) Adherence to the rules of access to premises and employees⁷.

2. Payments

- The employer will pay the FTSS at the rate due to him/her in terms of the agreement of release. This amount will be paid monthly.
- All other benefits will be paid in terms of applicable policy.

3. Travelling

- Any travelling and accommodation expenses for work purposes must be borne by the trade union.

4. Training

- Training costs will be the responsibility of the Council.
- The trade union is obliged to ensure that all its FTSS are trained in activities that will enhance their performance in their area of work.

5. Hours of work

- Hours of work are those determined jointly by the employer and trade union. The FTSS shall not be entitled to overtime pay⁸ and functional allowances.
- The FTSS shall not absent him/herself from work without prior permission from the trade union and notice to the employer⁹.

⁵ This should be done by way of a meeting once every quarter to outline the programme of work for the coming quarter. The General Secretary or his/her delegate should be present at this meeting. There should also be a written report of the past quarter's activities. This will assist in assessing progress made in terms of the programme of action of the FTSS.

⁶ The FTSS must get written approval from the General Secretary or his/her delegate before any leave of absence may be approved by the employer.

⁷ The employer must ensure that the FTSS obeys the rules applicable to the premises and that procedures are followed when dealing with ordinary staff of the employer.

⁸ Any additional time required of the FTSS is a matter between the FTSS and the respective trade union.

⁹ Departmental policy regarding absence of leave for any reason must apply equally to the FTSS as to any other employee of the State.

ACCOMMODATION

1. The employer will provide the FTSS with:
 - (a) a furnished office/office space¹⁰;
 - (b) office furniture¹¹; and
 - (c) office equipment¹².
2. The FTSS must relinquish the office on termination of his/her services as FTSS and in this regard must surrender all property belonging to the office designated to the FTSS.
3. The premises made available to the FTSS are to be used to enhance sound labour relations in the public service. In this regard the FTSS is to maintain an acceptable work ethic while on the premises of the employer. If the employer has problems regarding the misuse of its premises these must be brought to the attention of the relevant trade union¹³.

GRIEVANCES/DISSATISFACTION BY MEMBERS

1. If employees who are members of the trade union have any dissatisfaction¹⁴ with the FTSS, they need to take the matter further in terms of their trade union's constitution.

¹⁰ Departments need to decide where the office/office space of each trade union's FTSS will be accommodated. It is suggested that departments meet and agree which of them will make accommodation available. The employer may consider whether they can make another office/office space available in another area in the province for the second FTSS. These offices should be made the permanent office/office space of that particular trade union's FTSS.

¹¹ This will include desk, chairs, and filing cabinets.

¹² This will include an internal telephone line with instrument, a computer and printer and a fax machine. The department must also make photocopying facilities available. In this regard the employer must furnish each trade union with a separate access code to a photocopier. At the end of each month the respective trade unions must be billed for use of the machine and for the stationery. If the trade union fails to pay their bills these facilities are to be withdrawn immediately until such payment is received. It is suggested that the relevant departments make arrangements with the trade unions regarding the date of receipt of payments to alleviate any problems. An external line must be installed by Telkom in the name of the respective trade union. The bills in this regard are not the concern of the employer and will be paid by the trade union directly.

¹³ Since the trade union is responsible for supervision and discipline of FTSS it is not advisable for the employer to engage with the FTSS directly. The issue should be referred to the trade union and the employer should assure itself that the trade union's own procedures in terms of its constitution are followed in the addressing the problem. The employer thus has the responsibility of familiarising itself with the relevant trade union constitutions.

¹⁴ This may include but is not limited to the appointment of the FTSS, services rendered by the FTSS or conduct of the FTSS.

JOB DESCRIPTION FOR FTSS

JOB INFORMATION SUMMARY

Name of the job-holder:

Core:

Post level:

Name of component:

Location:

Post reports to:

Date compiled/reviewed:

ORGANOGRAM

(The organogram of the position held prior to becoming FTSS as well as the trade union's reporting structure in respect of the FTSS must be inserted here.)

JOB PURPOSE

- The Full-time Shopsteward is required to promote sound labour relations in the public service.
- The job consists of tasks as outlined in Clause 5 of Resolution 3/2001 and may include those listed below.

MAIN OBJECTIVES

- Liaise with members, part-time shopstewards, management and trade union officials
 - Regular communication
- Promote co-operation and understanding
 - Consulting with all the people concerned in any particular matter
 - Keep up to date with new policies and procedures
 - Keep abreast with revisions in the Labour law and other related fields
- Advise and assist trade union members
 - Advise on work related problems
 - Advise on government policy and procedure
 - Assisting members with receiving specialised advice.
- Discourage unprocedural and illegal industrial action
 - Advise members of the correct procedures to follow
 - Advise members of the possible outcomes of industrial action

- Advise members of the correct legal avenues to pursue
- Participate in negotiations
 - Forms part of the negotiating team on wages
 - Forms part of other committees
 - Forms part of any other ad hoc committees that are formed from time to time
- Represent members at grievance, disciplinary hearings and arbitration proceedings
 - Ensuring procedures are adhered to
 - Advises members on the disciplinary and grievance proceedings
 - Ensures procedural and substantive fairness
- Prevention of disputes
 - Communicating grievances to management and members
 - Advising management and members
 - Liaising between management and members during times of impasse
 - Attempts to resolve/address disputes before they arise
- Ensure that agreements or laws/regulations are adhered to
 - Attempt to rectify breaches as soon as possible
 - Advise all parties of possible consequences of breaches of agreement or contravention of law/regulations
 - Can refer breaches to higher authority if necessary
- Train members
 - Shopsteward training
 - Health and safety training
 - Any other training as agreed upon by management and the trade union
- Ensure compliance with the trade union constitution
 - Advise members of the contents of the constitution
- Represent members in health and safety matters
 - Compliance with relevant legislation and regulations
 - Advise members in cases of legal action

INHERENT REQUIREMENTS OF THE JOB (COMPETENCY PROFILE)

The level of complexity and variety of the tasks vary very slightly with most of the tasks relating to issues regarding policy and relationship interpretation.

The incumbent needs significant knowledge of trade union matters and an understanding of roles and relations between trade unions and the State.

Key dimensions required for the job

- Skills and knowledge requirements
 - Internal policy and procedure
 - Health and Safety legislation
 - Labour Relations Act
 - Public Service Act and regulations

- Employment Equity Act
- Basic Conditions of Employment Act
- Any other legislation applicable to the employment environment
- Union constitution
- Communication skills
- Literate to conversational level
- Planning/organisational skills
- Problem-solving
- Remuneration principles

Personality dimension

- Leadership
- Good communicator
- Good reasoning skills
- Initiative
- Assertiveness
- Flexibility
- Self-discipline
- Diplomacy

CAREER PATHING

Progression to next salary range:

- There are no added responsibilities or differences in either the nature or quantity of the work at the next salary range.
- Pay progression will take place in accordance with the agreed procedure i.e. A performance contract (work plan) must be signed, the employee will be assessed with regard to the key performance areas (KPAs) and generic assessment factors (GATs).
- If the employee performs the agreed rewards will be paid in accordance with the policy. If performance is unsatisfactory the necessary steps will be taken in accordance with the relevant trade union procedures.

Career path:

- Due to the nature of the work the FTSS will be performing and the training s/he will receive, it would be ideal to have the employee move into the labour relations field on re-entry into the system. However, since an FTSS may be elected from any sphere of the workplace, the choice would have to remain with him/her as to this change in career. Further, the employer also has to consider whether a post in the field of labour relations exists for the FTSS to enter into.
- Both paths can be illustrated hereunder for the employee going into the labour relations stream and continuing in his/her current field of work.

JOB ACTIVITIES FOR THE YEAR

- A copy of the assessment tool together with a workplan must be attached hereto. These instruments will be used to evaluate the employee's performance for the year on a quarterly basis.

SIGNATURE OF POSTHOLDER
DATE:

SIGNATURE OF SUPERVISOR
DATE:

PERFORMANCE ASSESSMENT TOOL

1. Purpose

1.1 The purpose of this agreement is to provide for an assessment tool that will be used to evaluate job performance of all full-time shop stewards falling within the scope of the GPSSBC, as envisaged in clause 8.1.3 of the Full-Time Shop Steward Resolution 3 of 2001.

2. Scope of application

2.1 This agreement applies to and binds:

2.1.1 the employer; and

2.1.2 the trade union parties to this agreement.

3. Definitions

3.1 **Key Performance Areas:** Principal tasks attached to the post.

3.2 **Generic Assessment Factors:** Inherent requirements of the posts.

4. Objectives

To have a uniform assessment tool for FTSS in the GPSSBC, in order to measure performance.

5. Process

5.1 The attached assessment questionnaire in respect of full-time shop steward shall be completed for each and every employee who is nominated/elected to the Office of FTSS by his/her trade union, in accordance with the provisions of paragraph 8.1.3 of the FTSS Agreement.

5.2 Each union shall, based on its scope of activities, decide on the Key Performance Areas of its FTSS.

5.3 The trade union concerned shall score points ranging from 1-5, to reflect degrees of ability, namely:

- performance is poor (1 point);
- performance does not fully conform to the normal requirements (2 points);
- performance conforms to the normal requirements (3 points);
- performance is noticeably better than the normal requirements (4 points);
- performance is exceptional (5 points);

5.4 Assessment shall be done on a quarterly basis.

5.5 Final assessments shall be submitted to the Departments by no later than 31 March every year.

6. Key Performance Areas and Generic Assessment Factors

6.1 The key performance areas and generic assessment factors shall be determined by the relevant trade union, provided that not more than 5 sub-items of the aforementioned two items are used during any assessment period.

6.2 Key performance Areas shall contribute 60% and Generic Assessment Factors 40% of the final assessment.

6.3 A FTSS shall diligently perform specific duties required by his/her union under each of the Key Performance Areas, as outlined in the work plan.

6.4 The work plan shall also outline the full-time shop stewards responsibilities (job description).

7. Assessment Committee

- 7.1 Assessment Committee shall comprise not more than 2 representatives from the relevant trade union.
- 7.2 Members of the Committee shall be at least one level higher than the shop steward who is to be evaluated.

8. Powers and functions of the Assessment Committee

- 8.1 The Assessment Committee shall assess the FTSS in terms of the key performance areas of his/her position, and taking into account the relevant generic assessment factors;
- 8.2 The union representative must sign the assessment questionnaire (with remarks thereon).
- 8.3 The Assessment Committee may recommend training and/or coaching of the FTSS by his/her trade union or the employer where appropriate.

9. Moderation Committee

- 9.1 The Moderation Committee shall comprise of 2 representatives from the relevant Trade Union and the employer respectively, provided that one of the representatives of the trade union shall be the supervisor who did the initial assessment.
- 9.2 Members of the committee shall be at least one level higher than the shop steward whose assessment report is being presented.
- 9.3 The decisions of the Moderation Committee shall be implemented and honoured by both parties.
- 9.4 Any representations about the outcome of the assessment must within 5 working days be forwarded to the Secretary of the Council.

10. Powers and functions of the Moderation Committee

- 10.1 The moderation committee shall receive the assessment forms of the FTSS and evaluate the assessment.
- 10.2 The relevant Trade Union shall after assessing its shop steward, present the assessment report to the Moderation Committee, for further processing and finalisation.
- 10.3 The decision of the moderation committee will be forwarded to the department for processing.
- 10.4 The decision must also be communicated to the FTSS.

11. Review Committee

- 11.1 The Review Committee shall comprise of 2 representatives from the relevant trade union and the employer, respectively, and its members shall at least be one level higher than the members of the Moderation Committee and the aggrieved.
- 11.2 The Secretary of the GPSSBC shall within 5 working days after the date of receipt of the representations by the aggrieved FTSS, arrange for the establishment of a Review Committee, in consultation with the parties concerned.

12. Powers and functions of the review committee

- 12.1 The review committee will receive and deal with any disputes regarding the outcome of the assessment.
- 12.2 The decisions of the Review Committee shall be final and binding.

13. Benefits

- 13.1 FTSS shall over and above the benefits as stipulated in clause 8 of Resolution 3 of 2001, be entitled to any other benefit that his/her counterparts enjoy after having been found to be performing above average or exceptionally good.

FTSS ASSESSMENT QUESTIONNAIRE

A. Personal Particulars

ID number: ----- Date of birth: -----

Surname:-----

First name(s):-----

Grading:-----Rank:-----

Entry date to the rank or grading-----Department:-----

Division:-----Stationed-----

B. Feedback on performance/ evaluation results

Are you informed of:

(B.1) your continued work performance as FTSS? (B.2) your promotability assessment ? yes/no

Confirmation by the FTSS and the relevant trade union

Signature of FTSS:-----

Signature of the union official:-----

Date:-----

Date:-----

C. Language Proficiency



English

written/oral

Good/Fair/Poor

Other languages

written/oral

D. Efficiency Assessment/ score allocation by the Assessment Committee

D.1 Key Performance Areas (KPAs) Weight

-
-
-
-
-

Total +5X 2=

60

D.2 Generic Assessment Factors

Weight

- Job knowledge
- Technical skills
- Acceptance of responsibilities
- Quality of work
- Reliability
- Initiative
- Communication
- Interpersonal relationship
- Flexibility
- Self-discipline
- Assertiveness
- Leadership
- Diplomacy/tact
- Reasoning skills

Total + 15=

40

D.3 Final score expressed as a percentage:

$$\frac{\text{Total score obtained}}{\text{largest possible score}} \times 100\% =$$

E. Remarks

Signature: Union Official: -----

Date: -----

F. Performance rating

- F.1 49% and lower (below average)
- 50% - 60% (average)
- 61% - 74% (above average)
- 75% - 100% (exceptional)

F.2 If performing below average, state reasons in full:

F.3 If performing below average, recommendations to improve performance:

G. Confirmation of the outcome:

Signature of the Union Official:-----

Date:-----

H. Comments by the Review Committee (where appropriate):

Union official:-----

Date:-----