



RESOLUTION NO 3 OF 2024:

**APPOINTMENT OF FULL TIME SHOP STEWARDS AND RELEASE OF TRADE UNION
OFFICE BEARERS**

1. DEFINITIONS

"Council" means the General Public Service Sectoral Bargaining Council, a sectoral council designated by the Public Service Coordinating Bargaining Council;

"Employer" means the State as employer falling within the registered scope of the General Public Service Sectoral Bargaining Council;

"Employee" means an employee who:

(a) is employed by the employer, and

(b) who falls within the registered scope of the Council;

"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 Coordinating Bargaining Council*;

"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 applicable collective agreement.

"Head of Department" means a Head of Department of either a national department or a provincial department;

"The LRA" means the Labour Relations Act, No 66 of 1995, as amended,

"National Department" means a national department set out in Schedule 1 of the Public Service Act, 103 of 1994; as amended,

"Province" means a provincial administration established in terms of section 103 of the Constitution of the Republic of South Africa, No 108 of 1996;

"Provincial Department" means a provincial department set out in Schedule 2 of the Public Service Act, 103 of 1994;



"Regulations" means the Public Service Regulations promulgated in terms of the Public Service Act, 1994.

"Sector" means the registered scope of the Council;

"Admitted trade union" means a registered trade union, or two or more registered trade unions acting together who are admitted to the Council.

"Critical post" means a post which if vacated in any manner will have the effect of compromising the provisions of an adequate, effective and efficient service to the public and will endanger the life, personal safety, health and well-being of the whole or any part of the population.

"Office Bearer": duly elected leader of the trade union in terms of the relevant Trade Union's Constitution

2. NOTING

Parties in the GPSSBC note that:

2.1. Clause 3.2 of PSCBC Resolution 11 of 1998 provides that sectors must negotiate on:

(a) The number of FTSS

(b) The place, places or area of work that the FTSS will work in, and

(c) Constituency that the FTSS will work in.

2.2. The GPSSBC concluded GPSSBC Resolution 3 of 2001: Appointment of Full Time Shop Stewards and subsequently entered into GPSSBC Resolution 1 of 2004: Amendments to the Full Time Shop Stewards Agreement.



2.3. The parties to the GPSSBC have identified a need to:

2.3.1. Consolidate and rationalize the two collective agreements mentioned in clause 2.2 above into a single collective agreement for ease of reference and better efficiency in the management of the FTSS dispensation in the General Public Service Sector.

2.3.2. Introduce a dispensation for the release and fulltime secondment of Trade Union Office Bearers.

3. OBJECTIVES

The objectives of this collective agreement are to:

- 3.1.** Provide for a dispensation for FTSS and release of Trade Union Office Bearers in the General Public Service in terms of PSCBC Resolution 11 of 1998;
- 3.2.** To regulate and determine the number of FTSS and released Trade Union Office Bearers in the General Public Service Sector;
- 3.3.** To give effect to the provisions of Clause 3.2 of the PSCBC Resolution 11 of 1998; and
- 3.4.** To consolidate GPSSBC Resolutions 3 of 2001 and 1 of 2004 for seamless implementation and ease of reference.

4. SCOPE

This agreement binds:

- 4.1.** the employer; and



- 4.2. the employees who are employed by the State and falling within the registered scope of the council.

PART A: FTSS DISPENSATION

5. ELECTION / NOMINATION AND APPOINTMENT OF FULL-TIME SHOP

5.1. Eligibility for appointment as a FTSS

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

5.1.1.1. Be permanently employed in the sector,

5.1.1.2. Not be employed in a critical post as defined herein above or be appointed above salary level 8, and

5.1.1.3. Have been elected or nominated by the admitted trade union of which that person is a member.

5.1.2. The eligibility criteria stipulated in paragraph 5.1 above may be lifted in exceptional circumstances by agreement of the respective trade union and the employer represented by the Head of Department.

5.1.3. In considering whether an exception ought to be made, parties may take into account the following:

5.1.3.1. The burden and complexity of labour relations work required to be performed by the FTSS;



5.1.3.2. The nature and type of negotiations that the FTSS will be involved in; and

5.1.3.3. The nature and number of disputes that may arise.

5.2. The maximum number of FTSS

Full-Time shop stewards shall be elected or nominated in the sector as follows:

5.2.1. One FTSS for every 5000 members in the sector, provided that each trade union party to this agreement shall not have less than eleven (11) FTSS.

5.2.2. The total number of trade union members referred to in clause 5.2.1 above must be based on the audited membership figures for each trade union in the sector, as determined by the General Secretary of the Council at its Annual General Meeting.

5.3. Deployment of FTSS

Elected or nominated Full-Time Shop Stewards shall be released and seconded to the trade union for the duration of their term of office and shall perform such duties as determined by the union in the sector.

5.4. Notification of the elected FTSS

5.4.1. Once a trade union has nominated or elected its FTSS, the trade union must:

5.4.1.1. Furnish the Office of the Chief Negotiator of the employer and Council with a comprehensive list of the employees being nominated for the



secondment, which should include: names, ranks, positions, and contact details of all the employees who are being nominated as FTSS.

5.4.1.2. Simultaneously, request the release of the persons so nominated or elected from the relevant Department, in writing.

5.4.1.3. The submission of the comprehensive list and the request for release of FTSS must be submitted by September of the year preceding the one for which the appointment is sought.

5.4.1.4. The Office of the Chief Negotiator of the employer shall reconcile the list of nominations against the audited membership figures of the trade unions as determined by the General Secretary at the preceding AGM against the ratio in clause 5.2.1 before advising the relevant Department whether or not to consider the release.

5.4.2. Departments may be allowed a maximum of sixty days (60) for their Executing Authority or his/her delegate to release the respective FTSS.

5.5. Appointment of the FTSS

5.5.1. Once the request is received by the relevant Department, in terms of clause 5.4.1 above, the persons nominated or elected as FTSS, the employer will, in considering the request, apply the eligibility criteria provided for in clause 5.1 above.

5.5.2. If the request for release is approved, the employer will issue a letter confirming the release and secondment of the nominated / elected FTSS.

5.5.3. The trade union undertakes to inform all its members of the contact details of its elected full-time shop stewards for the provincial and national departments.



5.6. Term of Office

- 5.6.1. The term of office of the FTSS shall be as determined by the relevant trade union and shall be renewable annually. The term of office of the FTSS shall commence on 1 January of the first year of appointment or part thereof.
- 5.6.2. On expiry of FTSS term of office as determined by the relevant trade union, the FTSS shall immediately report for duty at his/her previous position as per the provisions of this agreement.
- 5.6.3. Where the trade union withdraws the name of the released FTSS for whatever reason, the FTSS shall immediately report for duty at his/her previous position, as provided for in this agreement.
- 5.6.4. The position of the FTSS will be protected for the duration of the secondment, unless circumstances dictated otherwise and the union concerned will be consulted prior to any final decision in this regard.

6. DUTIES

6.1. The duties of a FTSS are as follows:

- 6.1.1. Assist and represent employees in grievance and disciplinary proceedings;
- 6.1.2. Monitor the employer's compliance with any law regulating terms and conditions of employment and any collective agreement binding on the employer;



- 6.1.3. Report any alleged contravention of any law regarding terms and conditions of employment and any collective agreement binding on the employer to the employer and the representative admitted trade union; and
- 6.1.4. Co-operate with the employer to ensure that service delivery is uninterrupted in that:
- 6.1.4.1. High productivity levels are maintained;
- 6.1.4.2. Services are rendered to the general public efficiently and effectively; and
- 6.1.4.3. There is order in the public service.

7. RIGHTS AND OBLIGATIONS

7.1. Obligations of the employer

- 7.1.1. An employee who has been elected or nominated as a full-time shop steward of a trade union is entitled to leave of absence as per the provisions of the Public Service leave dispensation.
- 7.1.2. The employer must ensure that the position that the FTSS occupied prior to commencing term of office as a FTSS is protected.
- 7.1.3. During the term of office of FTSS, the FTSS will not be subjected to the discipline of the employer for lawful activities of the trade union.
- 7.1.4. The employer will not interfere with, restrain, coerce, or discriminate against the FTSS, unless otherwise allowed by law.



7.1.5. An FTSS who is employed in salary level 4 or below will be paid at the remuneration paid to an employee in salary level 4, through a non-pensionable allowance. However, an FTSS who is employed in any salary level above salary level 4 but below salary level 8, will be remunerated 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.

7.2. Obligation of the Trade Union

The trade union shall:

7.2.1. Prepare a work-plan which will serve as the basis for the annual assessment of the FTSS for the duration of the term of office;

7.2.2. Once the assessment has been completed, the trade union must communicate the outcomes of the assessment to the employer after the end of the quarter or the relevant financial year, whichever is applicable.

7.2.3. Provide office accommodation for the FTSS for the duration of the secondment.

7.2.4. Should the FTSS, for any reason, no longer fulfill his or her obligations as a FTSS, the trade union shall notify the employer immediately it becomes aware that such employee will no longer be a full time shop steward.

7.2.5. Pay for all expenses and meet all the other needs associated with the performance of the FTSS' activities including, transport, cellphone and accommodation, excluding remuneration.

7.2.6. The allocation of the FTSS across the sector will be determined by the trade union.



7.2.7. Comply with the criteria for the eligibility for the appointment of FTSS.

7.2.8. Accept responsibility for the discipline of the FTSS while seconded to the trade union.

8. TERMINATION OF THE SECONDMENT OF A FTSS

8.1. An employee shall terminate being a FTSS when:

8.1.1. He/she applies for and accepts promotional post to a higher level.

8.1.2. He/she ceases to be a member of the trade union that nominated or elected him or her;

8.1.3. He/she ceases to be an employee of the state;

8.1.4. He/she resigns in writing as an FTSS; and

8.1.5. He/she is withdrawn by the trade union who elected or nominated him or her.

8.1.6. At the end of the period of office, the FTSS will revert back to the salary level and remuneration attached to that salary level, unless otherwise agreed.

PART B

9. RELEASE AND SECONDMENT OF TRADE UNION OFFICE BEARERS

Parties in the GPSSBC note that:

9.1 The Department of Correctional Services (DCS) Departmental Bargaining Chamber has a collective agreement that was ratified by the council dated 8 December 2008. This agreement provides for the release of office bearers within the DCS.



9.2 The Department of Correctional Services Departmental Bargaining Chamber have requested the DCS Bargaining Chamber agreement to be ring-fenced.

Parties to the GPSSBC therefore agree as follows:

9.3 As part of ring fencing the DCS chamber agreement, the DCS is excluded and or exempted from the provisions of clause 9.4 of this agreement. This exemption/or exclusion applies exclusively to the DCS.

9.4 The threshold for the release of Office Bearers on a fulltime basis for the sector shall be in accordance with the membership threshold for admission of a trade union into the GPSSBC, as determined by council from time to time. To that effect, a Trade union shall qualify for the release of four (4) National Office Bearers and nine (9) Provincial Office Bearers respectively.

10. Notification of the elected Office Bearers

10.1 Once a trade union has elected its Office Bearer, the trade union must do the following:

10.1.1 Furnish the Office of the Chief Negotiator of the employer and Council with a comprehensive list of the employees elected as Office Bearers, which should include: names, ranks, positions, and contact details of all the employees who are being nominated as Office Bearers.

10.1.2 Simultaneously, request the release of the persons so elected from the relevant Department, in writing.

10.1.3 The Office of the Chief Negotiator of the employer shall reconcile the list of the elected Office Bearers against the ratio of 4 National Office Bearers and 9 Provincial Office Bearers respectively and advise the relevant Department accordingly.



10.1.4 Departments shall on request, immediately process the release of the Office Bearers so elected.

11 RIGHTS AND OBLIGATIONS

11.1. Obligations of the employer

- 11.1.1. An employee who has been elected or nominated as an office bearer of a trade union is entitled to leave of absence as per the provisions of the Public Service leave dispensation.
- 11.1.2. The employer must ensure that the position that the Office Bearers occupied prior to commencing term of office as an Office Bearers is protected.
- 11.1.3. During the term of office of Office Bearers, the Office Bearers will not be subjected to the discipline of the employer for lawful activities of the trade union.
- 11.1.4. The employer will not interfere with, restrain, coerce or discriminate against the Office Bearers, unless otherwise allowed by law.
- 11.1.5. An Office Bearers who is employed in salary level 4 or below will be paid at the remuneration paid to an employee in salary 4, through a non-pensionable allowance. However, an Office Bearer who is employed in any salary level above salary level 4 but below salary level 8 will be remunerated at a rate equal to the rate of remuneration that the Office Bearer was employed on at the time of taking up the position of Office Bearer.

11.2. Obligation of the Trade Union

The trade union shall:



- 11.2.1. Prepare a work-plan which will serve as the basis for the annual assessment of the Office Bearers for the duration of the term of office.
- 11.2.2. Once the assessment has been completed, the trade union must communicate the outcomes of the assessment to the employer after the end of the quarter or the relevant financial year, whichever is applicable.
- 11.2.3. Provide office accommodation for the Office Bearers for the duration of the secondment.
- 11.2.4. Should the Office Bearer, for any reason, no longer fulfill his or her obligations, the trade union shall notify the employer immediately.
- 11.2.5. Pay for all expenses and meet all the other needs associated with the performance of the Office Bearer's activities including cellphone and accommodation, excluding remuneration.
- 11.2.6. Accept responsibility for the discipline of the Office Bearers while seconded to the trade union.

12. TERMINATION OF THE SECONDMENT OF AN OFFICE BEARERS

- 12.1. An employee shall terminate being an Office Bearers when:
 - 12.1.1. He/she applies for and accepts promotional post to a higher level;
 - 12.1.2. He/she ceases to be a member of the trade union that nominated or elected him or her;
 - 12.1.3. He/she ceases to be an employee of the state;



12.1.4. He/she resigns in writing as an Office Bearers; and

12.1.5. He/she is withdrawn by the trade union who elected or nominated him or her.

12.2. At the end of the period of office, the Office Bearer will revert back to the salary level and remuneration attached to that salary level, unless otherwise agreed.

13. MONITORING AND TERMINATION OF THE AGREEMENT

The Council will monitor the implementation of this agreement.

14. DISPUTE RESOLUTION

Dispute about the interpretation or application of this agreement shall be dealt with in terms of the dispute resolution procedures of Council.

15. IMPLEMENTATION OF THE AGREEMENT

15.1. Shop stewards currently released in terms of the consolidated FTSS resolutions, shall be deemed to have been released in terms of this agreement.

15.2. This collective agreement shall come into effect on the date on which it attain majority signature and shall remain in force unless terminated or amended in writing by the parties.


15.3. In the event of any conflict between the provisions of this agreement and any other agreement of the Council, this agreement takes precedence.



16. Save for the exemption of the DCS Chamber Agreement in clause 9.3 of this agreement, this agreement replaces all collective agreements in the sector that regulate the appointment of Full Time Shop Stewards.

THIS DONE AND SIGNED AT DPSA OF THIS 24th DAY
Of MAY 2024

ON BEHALF OF EMPLOYER

| | Name | Signature | Date |
|-------------------|-----------------|--|------------|
| STATE AS EMPLOYER | Yoliswa Makhosi |  | 21/05/2024 |

ON BEHALF OF TRADE UNION PARTIES

| Trade Union | Name | Signature | Date |
|-------------|------------------|--|------------|
| NEHAWU | ZOLA SAPHETHA |  | 24/05/24 |
| POPCRU | Bonumelo Pheliso |  | 21/05/2024 |
| PSA | | | |