

RESOLUTION NO. 8 OF 1998.**COLLECTIVE AGREEMENT: TRADE UNION NEGOTIATORS AND TRADE UNION OFFICIALS FOR THE PUBLIC SERVICE CO-ORDINATING BARGAINING COUNCIL****Agreement regulating the rights and obligations of *negotiators* and *officials* in the *council***

- 1) This agreement regulates the rights and obligations of the *employer* and trade unions on *negotiators* and *officials* in the *council*.
- 2) This agreement applies to the *employer* and trade unions regarding the utilisation of their members who are:
 - a) employed by the State; and
 - b) who fall within the registered scope of the *council*.

Objectives of this agreement

- 3) The objects of this agreement are to regulate the:
 - a) mechanisms whereby *special secondment* is granted by the *employer* to *negotiators* or *officials*;
 - b) granting of time off for *negotiators* or *officials* to participate in activities related to labour relations;
 - c) method of payment of *negotiators* or *officials*; and
 - d) protection of the position and career path of *negotiators* or *officials*.

Obligations of the *employer*

- 4) Upon request from a *trade union* the *employer* shall:
 - a) provide *special secondment* to *negotiators* or *officials* for labour relations activities, including:
 - i) negotiations in the *council*; or
 - ii) the settlement of individual or collective disputes in the *council* .
 - b) continue to pay the *negotiator* or the *officials remuneration* for the period during which the *negotiator* or *officials* is on *special secondment*;
 - c) ensure that the position of the *negotiator* or *official* is protected for the period during which the *negotiator* or *official* is on *special secondment*. In this regard, the relevant *employer*¹ shall conclude an agreement with the *negotiator* or *official* regulating:
 - i) the grade that the *negotiator* or *official* is employed on at the time of commencing the period of *special secondment*;
 - ii) the grade and location that the *negotiator* or *official* will return to at the end of the period of *special secondment*;

¹ The statutory authority of the employer is vested in the executing authority- see section 1 (Interpretation) of the Public Service Act, Proclamation no 103 of 1994

- iii) the form of performance assessment, if any, that will apply to the *negotiator* or *official* during the period of *special secondment*;
 - iv) any promotion that the *negotiator* or *official*, if any, is entitled to during the period of *special secondment*;
 - v) the duties of the *negotiator* or *official*, which may include any *trade union* activities defined by the *trade union*; and
 - vi) the non accumulation of leave during the period of *special secondment*.
- 5) During the period of serving as a *negotiator* or *official* the *negotiator* or *official* will not be subject to the discipline of the *employer* for activities related to the duties of a *negotiator* or *official*.
- 6) The *employer* will not interfere with, restrain, coerce or discriminate against the *negotiator* or *official*, unless otherwise allowed by law.

Obligations of the Trade Union

- 7) The *trade union* shall:
- a) minimise, as far as possible, the amount of *special secondment* requested for *negotiators* or *officials*;
 - b) ensure that the *negotiator* or *official* only takes *special secondment* for labour relations activities; and
 - c) reimburse the *employer* for the cost of the *negotiator's* or *official's remuneration* for the period that the *negotiator* or *official* is on *special secondment*. This sub clause will be re-evaluated within six months of the conclusion of this agreement.

Number of Negotiators or Officials

- 8) The *employer* shall provide *special secondment* to a number of *negotiators* or *officials* equal to three times the number of *trade union* representatives in the *council*.

Period of Notice

- 9) The *trade union* will notify the *employer* at all levels, in writing, of a *special secondment* 30 days prior to the *special secondment* commencing, unless otherwise agreed.

Monitoring of this agreement

- 10) The *council* will monitor the implementation of this agreement.

Disputes

- 11) 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*.

Definitions

- 1) Any expression used in this agreement which is defined in the Labour Relations Act, 1995 (Act no. 66 of 1995) will have the same meaning as in that act except that:
- a) "*Council*" means the Public Service Co-ordinating Bargaining *Council*;
 - b) "*Employee*" means an employee:
 - i) employed by the State; and
 - ii) who falls within the registered scope of the *council*
 - c) "*Employer*" means the State as *employer*;
 - d) "*Negotiator*" means an *employee* appointed by a *trade union* to represent the *trade union* in negotiations with the *employer* in the *council*.
 - e) "*Official*" means a person appointed or elected by the *trade union* to hold office in the *trade union* in terms of the constitution of the *trade union*;
 - f) "*Remuneration*" means salary, medical aid contributions, pension contributions, car allowance, home owner allowance, overtime where commuted into a monthly allowance and service bonus but excludes the foreign service dispensation.
 - g) *Special secondment* means unpaid leave granted to a *negotiator* or *official* of a *trade union* by the *employer*. *Secondment* does not carry the meaning set out in section 15 of the *Public Service Act*, Proclamation no 103 of 1994.
 - h) "*Trade union*" means a *trade union*, or two or more *trade unions* acting together, who are parties to the *Council*.