

## RESOLUTION NO 11 OF 1998

### COLLECTIVE AGREEMENT FOR THE ELECTION OF *FULL TIME SHOP STEWARDS* IN THE PUBLIC SERVICE

#### 1. *Full time shop steward* agreement

- 1.1. The object of this agreement is to define guidelines for the appointment of *full time shop stewards*, where necessary, to optimise collective bargaining and dispute resolution in the public service.
- 1.2. Subject to subclause 1.3, this agreement applies to the *employer* and all *employees*-
  - 1.2.1. employed by the State; and
  - 1.2.2. who fall within the registered scope of the *council*.
- 1.3. This agreement does not apply to the *employer* and those *employees* covered by a *full time shop steward* agreement concluded in a *sectoral council*.
- 1.4. This agreement will not affect existing collective agreements on *full time shop stewards* already concluded between the *employer* and trade unions in the public service.

#### 2. Objectives of this Agreement

- 2.1. The objectives of this agreement are to:
  - 2.1.1. provide criteria for determining whether a *full time shop steward* is necessary;
  - 2.1.2. provide the structures for the office of *full time shop steward*;
  - 2.1.3. facilitate the functioning of the *full time shop steward*; and
  - 2.1.4. protect the *full time shop steward* from discrimination and victimisation.

#### 3. Criteria for the Appointment of a *full time shop steward*

- 3.1. In order to reach agreement on whether *full time shop stewards* are needed the *employer* and the relevant *trade unions* in the *sectoral council* must consider:
  - 3.1.1. the provincial administrations and the national departments that fall within the registered scope of the *sectoral council*;
  - 3.1.2. the number of *employees* employed;
  - 3.1.3. the type of services provided;
  - 3.1.4. the nature of work performed;
  - 3.1.5. the current and expected allocation of resources;
  - 3.1.6. the burden of labour relations work;

3.1.7. the nature and type of negotiations that the *full time shop steward* will be involved in; and

3.1.8. the nature and number of disputes that may arise.

3.2. The *employer* and the relevant *trade union* in the *sectoral council* must negotiate on:

3.2.1. on the number of *full time shop stewards*;

3.2.2. the place, places or area of work that the *full time shop steward* will work in; and

3.2.3. the constituency that the *full time shop steward* will work in

#### 4. **The Duties of a *Full time shop steward***

The duties of a *full time shop steward* are to:

4.1. assist and represent *employees* in grievance and disciplinary proceedings;

4.2. monitor the *employers* compliance with any law regulating terms and conditions of employment and any collective agreement binding on the *employer*;

4.3. report any alleged contravention of any law regulating terms and conditions of employment and any collective agreement binding on the *employer* to:

4.3.1. the *employer*;

4.3.2. the representative *trade union*; and

4.4. co-operate with the *employer* to ensure that:

4.4.1. the process of service delivery is uninterrupted;

4.4.2. high productivity levels are maintained;

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

4.4.4. there is order in the public service.

#### 5. **Obligations of the *Employer***

5.1. An *employee* who has been elected as a *full time shop steward* of a *trade union* is entitled to leave of absence with *remuneration*.

5.2. 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 the period during which the *full time shop steward* is in office. At the end of the period of office the *full time shop steward* will revert back to the grade and *remuneration* attached to that grade, unless otherwise agreed. In this regard the relevant *employer*<sup>1</sup> will conclude an agreement with a *trade union*, prior to the period of office of the *full time shop steward* commencing, regarding:

5.2.1. The grade and location that the *full time shop steward* will return to at the end of the period of office;

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<sup>1</sup> 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.

- 5.2.2. The rate of *remuneration* to be paid to the *full time shop steward* considering the responsibilities of the *full time shop steward*, which amount may not be less than that provided for in clause 4.6 below;
  - 5.2.3. The form of performance assessment, if any, that will apply to the *full time shop steward* during the period of office;
  - 5.2.4. Any promotion, if any, that the *full time shop steward* is entitled to during the period of office; and
  - 5.2.5. The duties of the *full time shop steward*, which may include any *trade union* activities defined by the *trade union*.
- 5.3. During the period of being a *full time shop steward*, the *full time shop steward* will not be subject to the discipline of the *employer* for activities related to the duties of the *trade union*.
- 5.4. The *employer* will provide the *full time shop steward* with reasonable access to office accommodation, including communication facilities commensurate with the area in which the *employer* is located.
- 5.5. The *employer* will not interfere with, restrain, coerce or discriminate against the *full time shop steward*, unless otherwise allowed by law.
- 5.6. A *full time shop steward*:
- 5.6.1. who is employed in grade 4 or below will be paid at the *remuneration* paid to an *employee* in grade 4; or
  - 5.6.2. who is employed in any grade above grade 4 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. Obligations of the Trade Union

- 6.1. The *trade union* shall notify the *employer* of the name of the *employee* elected as a *full time shop steward* as soon as an election for the position of *full time shop steward* has taken place.
- 6.2. If a *full time shop steward*, 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 shop steward*.

## 7. Period of Office of the *Full time shop steward*

- 7.1. A *full time shop steward* will be appointed for a period of one year.
- 7.2. A *full time shop steward* may be re-appointed.

## 8. Disputes

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*.

## 9. Definitions

9.1. 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 :

9.1.1. "*Council*" means the Public Service Co-ordinating Bargaining Council;

9.1.2. "*Employee*" means an employee:

9.1.2.1. employed by the State; and

9.1.2.2. who falls within the registered scope of the *council*

9.1.3. "Employer" means the State as employer;

9.1.4. *Full time shop steward* means a shop steward of a *trade union* whose conditions of service are regulated in terms of this agreement and any other collective agreement.

9.1.5. "*Remuneration*" means salary and any other benefits that the employee is entitled to.

9.1.6. "Sectoral council" means a council:

9.1.6.1. established by the *council*, or the President, in terms of section 37 of the Labour Relations Act of 1995; or

9.1.6.2. deemed to be a *sectoral council* in terms of item 16 and 18 of Schedule 7 to the Labour Relations Act of 1995;

9.1.7. "*Trade union*" means a registered *trade union*, or two or more registered *trade unions* acting together who are admitted to a *sectoral council* designated by the PSCBC.