

PUBLIC HEALTH & WELFARE SECTOR BARGAINING COUNCIL

RESOLUTION NO.: 1 ²⁰⁰³ ~~OF 2002~~ J.C.M.
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AGREEMENT ON THE APPOINTMENT OF FULL TIME SHOP STEWARDS

1. AIMS

1.1 The aims of this agreement are to:

- 1.1.1. give effect to PSCBC Resolution No. 11 of 1998 on full time shop stewards in the public service;
- 1.1.2. provide for the appointment of full-time shop stewards (FTSS) in the public health and welfare sector;
- 1.1.3. to enhance sound labour relations in the public health and welfare sector and assist in the delivery of services,
- 1.1.4. develop capacity among trade union officials in order to engage effectively in the labour relations arena as provided for in the legislation regulating employment;
- 1.1.5 ensure co-operation between the employer and FTSS as provided for in Clause 4.4.1 of Resolution 11 of 1998;
- 1.1.6 provide guidelines for the detailed agreements between parties at national and provincial departmental level.

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2. APPLICATION

2.1 This agreement applies to:


- (i) the Employer, and
- (ii) the Trade Union parties admitted to the Public Health and Welfare Sector Bargaining Council.

3. THE ELECTION, NOMINATION AND APPOINTMENT OF FULL-TIME SHOP STEWARDS (FTSS)

3.1. Eligibility for appointment as a FTSS

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

- 3.1.1 be a permanent employee in the public health and welfare sector and have been nominated by the trade union;
- 3.1.2 be a member in good standing of the trade union making the nomination; and
- 3.1.3 not hold a critical or managerial (including junior, middle and senior management level) post at the workplace or be employed at a level higher than level 8. In determining whether a post is critical the following criteria should be considered:
 - 3.1.3.1. the type of service provided;
 - 3.1.3.2. the nature of work performed by the employee;

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3.1.3.3. the current and expected allocation of resources; and

3.1.3.4. the non -availability of similar skills to replace the employee.

3.1.4. The limitations stipulated in clause 3.1.3 above may be lifted in exceptional circumstances by agreement of the respective trade union and the employer represented by the head of the department. In considering whether an exception ought to be made, the parties may take into account the following:

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

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


3.1.4.3. the nature and number of disputes that may arise

3.2. The number of FTSS

3.2.1 The number of full-time shop stewards to be appointed shall be in a ratio of 1 : 5000 workers in the health and welfare sector and is set out in the table in ANNEXURE A,

3.2.2 The total number of members will be determined as per the audited figures as determined at the AGM.

3.2.3 The number of FTS will be determined in terms of the vote weights of trade unions determined by the Secretary of Council in accordance with the constitution.

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3.2.4 The elected FTSS will be allocated to the national departments and provinces in proportion to their vote weights in Council. The total number of FTSS for health and welfare departments are indicated in the table attached hereto as Annexure A.

3.3. Notification of the elected FTSS

3.3.1. Once the trade union parties have nominated and elected their FTSS, the trade unions must notify the respective departments in writing of the names of the employees who have been elected as FTSS. A copy of this notification shall be sent to the Council.

3.3.2. The relevant department may be allowed a maximum of 30 (thirty) days for the executing authority or his/her delegate to release the FTSS subject to an extension of a further 30 (thirty) days by agreement of the parties.

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

3.4. Appointment of the FTSS

3.4.1. Once the respective departments have received the notification, the appointment of the FTSS will be duly confirmed.

3.4.2. Such appointment will be by way of a secondment to their respective trade union.

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3.4.3. The national and provincial departments undertake to inform all facility heads by means of a circular distributed to all health and welfare institutions/facilities of the contact details of the appointed FTSS for the respective province.

3.4.4. The trade unions shall in turn inform all its members of the contact details of the appointed FTSS for the province concerned.

3.5 Period of Appointment

3.5.1. The FTSS is appointed for the period of one (1) year and may be re-elected and accordingly the FTSS's secondment may be extended.

3.5.2. Protection of the employment of the FTSS:

3.5.2.1. At the end of period of office, the Full Time Shop Stewards will return to the grade and remuneration attached to that grade.

3.5.2.2. Should the FTSS be elected or nominated to serve a further term, the position of the FTSS will be protected unless circumstances dictate otherwise. In such circumstance the employment of the FTSS remains protected.

3.5.2.3. The trade union concerned will be consulted on the suggested changes and the parties will agree on the alternative post within the staff establishment prior to any final decision in this regard.

3.5.3 The FTSS may be appointed to this position for a period of three years but will be seconded by the employer to the trade union for one calendar year reviewed annually by both parties , commencing 1 January and ending 31 December. In the event that the agreement is implemented during the course of the year the FTSS will be released to commence with his/her activities for the remainder of the year.

4. DUTIES OF FULL TIME SHOP STEWARDS

4.1. The duties of full time shop stewards are to:

- 4.1.1. assist and represent employees in grievances and disciplinary proceedings;
- 4.1.2. monitor the employer's compliance with any law regulating terms and conditions of employment and any collective agreement binding on the employer and trade union parties;
- 4.1.3. report any alleged contravention of any law regulating terms and conditions of employment and any collective agreement binding on:
 - 4.1.3.1. the employer; and
 - 4.1.3.2. representative trade union.
- 4.1.4. co-operate with the employer to ensure that:
 - 4.1.4.1. the process of service delivery is uninterrupted;
 - 4.1.4.2. high productivity levels are maintained;

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

4.1.4.4. there is order in the public service.

4.1.5. represent his or her trade union and participate in collective bargaining processes, including consultations and negotiations with the employer and its representatives at all levels and any other duties that may be assigned to him/her by the respective trade union.

4.1.6. the full time shop steward shall carry the full mandate of the trade union and any agreement made between the employer and the full time shop steward shall be binding on the parties.


4.1.7 full time shop stewards will be expected to sign a code of conduct which is agreed to by the parties at the workplace.

3.5 OBLIGATIONS OF THE EMPLOYER

5.1 An employee who has been elected as a of a trade union is entitled to a 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.

5.3 At the end of period of office the full time shop steward will return to the grade and remuneration attached to that grade, unless otherwise agreed. In this regard the relevant employer will conclude an agreement with the trade union, before the FTSS resumes office regarding:

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

5.3.2. The full time shop steward will be paid at a rate equal to the rate of remuneration that s/he was employed at the time of assuming the position of full time shop steward. Where the employee holds a position lower than level 4 before becoming a full time shop steward, such employee will be remunerated at level 4 in the form of an allowance;

5.3.3 The form of performance assessment will be in accordance with Annexure B unless otherwise agreed;

5.3.4 A workplan or programme of the FTSS for the period of office. The workplan will constitute the basis for the assessment will be done by the respective trade union and be communicated to the relevant employer.

5.4. The employer will not interfere with, restrain, coerce or discriminate against the FTSS, unless otherwise allowed by the law.

5.5. The employer will provide the FTSS with reasonable access to office accommodation, including communication facilities commensurate with the area in which the employer is located. However the union concerned will pay for the usage of such facilities. The terms of payment will be negotiated with the respective institutions.

6. OBLIGATIONS OF THE TRADE UNION

6.1. The trade union shall:

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- 6.1.1. notify the employer of the name of the employee elected as a FTSS as soon as an election for the position of full time shop steward has taken place;
- 6.1.2. notify the employer of the constituency, place and area of work in which the full time shop steward will work;
- 6.1.3. endeavour whenever possible to evenly allocate FTSS amongst provinces, departments and existing health and welfare sector bargaining structures;
- 6.1.4. on request by the employer justify that it considered the criteria set out in section 5 of PSCBC Resolution No.11 of 1998 in its allocation of FTSS;
- 6.1.5. if a FTSS, for any reason ceases to serve as a FTSS before the end of her/his term the trade union shall:
 - 6.1.5.1. notify the employer immediately it becomes aware that such employee will no longer be a FTSS
 - 6.1.5.2. communicate the name of the appointed FTSS to replace the vacant post of a FTSS and the appointment shall be made in accordance with clause 3.3 above).
- 6.1.6 Responsible for the discipline of the FTSS for activities related to his/her duties.

7. MONITORING

- 7.1. Parties to this agreement commit themselves to:
 - 7.1.1. monitoring the implementation of this agreement; and

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7.1.2. review the agreement every two years should a need arise.

8. DISPUTE RESOLUTION

8.1. 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. DURATION OF THE AGREEMENT


9.1. This agreement must be reviewed after a period three years from the date of signing.


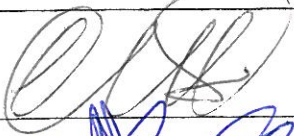
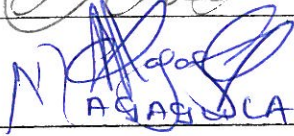
11. IMPLEMENTATION DATE

11.1 This agreement shall become effective from the date of signature.

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This done and signed at Pretoria on this the 16 Day of Jan. 2002 ^{T.M.}  _{CL. T.M.}

ON BEHALF OF THE EMPLOYER		
State as the Employer	Name	Surname
	GOPOLANG SEKIBE	
ON BEHALF OF UNION PARTIES		
Trade Union	Name	Surname
NEHAWU	THEMBENILE SIND	
DENOSA	JABU. C. MAGAGULA	 MAGAGULA
PSA		
PAWUSA		
HOSPERSA		

12. DEFINITIONS

12.1 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:

- (i) **“Council”** means the Public Health and Welfare Sector Bargaining Council;
- (ii) **“Employee”** means an employee employed by the State and who falls within the registered scope of the Council;
- (iii) **“Employer”** means the State as Employer within the registered scope of the Council;
- (iv) **“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;
- (v) **“Public health and welfare sector”** means the public health and welfare sector as defined in section 3 of the Constitution of the Public Health and Welfare Sector Bargaining Council;
- (vi) **“Remuneration”** means salary and any other benefits that the employee is entitled to;
- (vii) **“Trade union”** means a registered trade union, or two or more registered trade unions acting together who are admitted to Public Health and Welfare Sector Bargaining Council.
- (viii) **“Union”** shall have the same meaning as the “trade union”.

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- (ix) **“Critical post”** is a post which if vacated or temporarily/partially vacated, will have the effect of compromising the provision of an adequate, effective and efficient service to the public and will endanger life, personal safety, health or well being of the whole or part of the population.

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ANNEXURE A

THE DISTRIBUTION OF SHOP STEWARDS BY VOTE WEIGHT

UNIONS	TOTAL MEMBERSHIP	NO. OF FTSS PER UNION
NEHAWU	77 818 (32,23%)	16
DENOSA	61 441 (25,44%)	12
PSA	46 560 (19,28%)	9
PAWUSA	10 054 (4,17%)	2
HOSPERSA	45 594 (18,88%)	9
Total	241 467 (100%)	48

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