

PHSDSBC
PUBLIC HEALTH AND SOCIAL DEVELOPMENT
SECTORAL BARGAINING COUNCIL

RESOLUTION 3 OF 2011

AGREEMENT ON THE APPOINTMENT OF FULL
TIME SHOP STEWARDS AND OFFICE BEARERS

PUBLIC HEALTH AND SOCIAL DEVELOPMENT SECTORAL BARGAINING COUNCIL

RESOLUTION NO: 3 OF 2011

AGREEMENT ON THE APPOINTMENT OF FULL TIME SHOP STEWARDS AND OFFICE
BEARERS

DEFINITIONS

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:

“**Council**” means the Public Health and Social Development Sectoral Bargaining Council and may also be referred to as “**the PHSDSBC**”;

“**Critical post**” is a post which if vacated in any manner will have the effect of compromising the provision of an adequate, effective and efficient service to the public and will endanger the life, personal safety, health or well-being of the whole or any part of the population;

“**Employee**” means an employee employed by the State and who falls within the registered scope of the Council;

“**Employer**” means the State as Employer within the registered scope of the Council;

“**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, and may also be referred to as a “**FTSS**”;



"Office Bearer(s)" means the Office Bearer(s) of Trade Unions at both National and/or Provincial level. NOB and POB shall have corresponding meaning, respectively;

"Public Health and Social Development Sector" means the Public Health and Social Development Sector as defined in clause 3 of the Constitution of the Public Health and Social Development Sectoral Bargaining Council;

"Trade Union" means a registered Trade Union or two or more registered Trade Unions acting together and that are admitted to the Public Health and Social Development Sectoral Bargaining Council, and **"Union"** shall have the same meaning.

NOTING

The Parties in the PHSDSBC hereby note as follows:

That PHWSBC Resolution 1 of 2003: Agreement on the Appointment of Full Time Shop Stewards (FTSS) provides for the mandatory review after a period of three years from the date of signing;

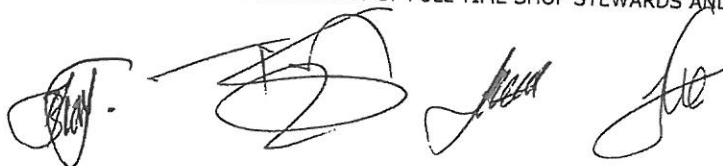
That PHSDSBC concluded Resolution 2 of 2008: Amendment to PHWSBC Resolution 1 of 2003 (Agreement on the Appointment of Full Time Shop Stewards) which extends PHWSBC Resolution 1 of 2003;

That the Parties in the PHSDSBC have identified and recognised the need to provide for the release of Trade Union Office Bearers of admitted Trade Unions for the term of their Office.

AGREEMENT

The Employer and Trade Unions therefore agree as follows:

PHSDSBC RESOLUTION ON THE APPOINTMENT OF FULL TIME SHOP STEWARDS AND OFFICE BEARERS



1. AIMS

The aims of this agreement are to:

- 1.1. Give effect to PSCBC Resolution No. 11 of 1998 on the appointment of FTSS in the public service;
- 1.2. Provide for the appointment of Full Time Shop Stewards (FTSS) in the Public Health and Social Development Sector;
- 1.3. Provide for the release of Provincial and National Office Bearers in the Public Health and Social Development Sector;
- 1.4. Develop the capacity of Trade Union representatives in the Public Health and Social Development Sector in order to engage effectively in the labour relations arena as provided for in the legislation regulating employment;
- 1.5. Enhance sound labour relations, social cohesion and promote the effective delivery of services in the Public Health and Social Development Sector;
- 1.6. Ensure co-operation between the Employer and FTSS as provided for in clause 4.5 of this agreement.

2. APPLICATION

This agreement applies to:

- 2.1 The Employer;
- 2.2 Employees of the Employer covered by the scope of the PHSDSBC; and
- 2.2 The Trade Unions admitted to the PHSDSBC.

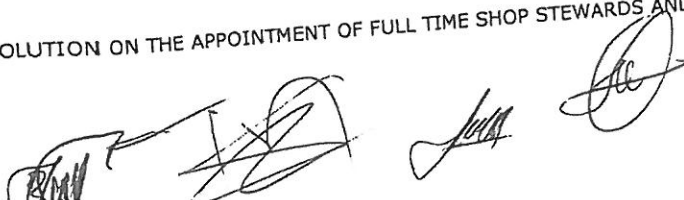
FULL TIME SHOP STEWARDS (FTSS)

3. APPOINTMENT AND DEPLOYMENT OF FTSS

3.1. Eligibility for Appointment as an FTSS

In order to be appointed as an FTSS an employee must:

- 3.1.1 Be employed in a permanent capacity in the Public Health and Social Development Sector;
- 3.1.2 Have been duly nominated in writing by the relevant Trade Union;
- 3.1.3 Be a member in good standing of the relevant Trade Union;
- 3.1.4 Not hold a critical post; and
- 3.1.5 In determining whether a post is critical, the following criteria should be considered:
 - 3.1.5.1. The number of employees performing similar work in the relevant Department;
 - 3.1.5.2. The type of services provided;
 - 3.1.5.3. The nature of work performed;
 - 3.1.5.4. The current and expected allocation of resources; and



3.1.5.5. The non-availability of similar skills to replace the employee in the relevant Department.

3.1.6. The limitations stipulated in clause 3.1.5 above may be lifted in exceptional circumstances by agreement of the respective Employer represented by the head of department or his or her delegate and the Trade Union. In considering whether an exception ought to be made, the parties may take into account the following:

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

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

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

3.1.7 During their internal processes to finalise their FTSS nomination lists prior to the finalisation of the appointment process, Trade Unions must ensure they diligently apply the test to determine that each nomination complies with the criteria as set out in this Agreement.

3.2. The Number of FTSS

3.2.1. The total number of FTSS to be appointed must be at the ratio of 1:5000 Trade Union members in the Public Health and Social Development Sector.

3.2.2. The total number of Trade Union members referred to in clause 3.2.1 above must be consistent with the audited membership figures for



each admitted Trade Union determined by the General Secretary to the PHSDSBC at its Annual General Meeting.

3.2.3. The number of FTSS for each admitted Trade Union must be established according to the voting weights determined by the General Secretary of the PHSDSBC in accordance with the Constitution of Council.

3.3. Notification Regarding the Election of FTSS

3.3.1. Once the election of the FTSS has taken place, the respective Trade Unions shall firstly, provide the Office of the Chief Negotiator of the Employer with the comprehensive list of the employees being nominated for secondment and secondly, notify the Employer of the respective provincial and/or national departments in writing of the names, ranks and positions of all the employees whom they are nominating as FTSS and who fall within their respective jurisdictions.

3.3.2. The relevant Trade Union must submit the names of the nominated FTSS to the Office of the Chief Negotiator of the Employer and the relevant provincial and national departments on or before 30 September of the year preceding the one for which the appointment of an FTSS is sought.

3.3.3. The Office of the Chief Negotiator of the Employer shall reconcile the list of nominations against the audited trade union membership figures determined by the General Secretary at the preceding AGM against the ratio of 1:5 000, before advising the relevant provincial and/or national departments respectively, to consider the release.

The image shows two sets of handwritten signatures in black ink. The first set on the left consists of two overlapping signatures, with the first one appearing to start with the letters 'P' and 'S'. The second set on the right also consists of two overlapping signatures, with the first one appearing to start with the letter 'A'.

3.3.4. The relevant department is allowed thirty (30) days from the date of receipt of the notification for the executive authority, or his or her delegate, to consider the request to release the FTSS, based on 3.1 above.

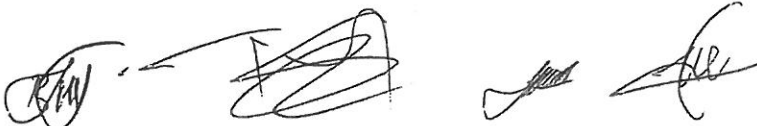
3.3.5. In its notification the Trade Union must specify the contact details of each of its FTSS, including the telephone, cellular phone, fax numbers and residential address.

3.4. Appointment, Duration and Re-appointment of the FTSS

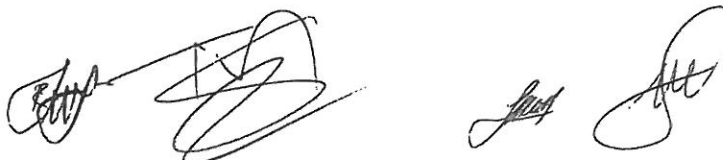
3.4.1. Once the relevant department has received the notification, considered it and approved the release of the employee as an FTSS, the appointment of the FTSS will be confirmed in writing by the executing authority, or his or her delegate, to the relevant Trade Union:

3.4.2 Such appointment shall be by way of secondment to the respective Trade Unions for deployment in accordance with the provisions of clause 3.5.2.

3.4.3 The FTSS shall be eligible for appointment for not more than two consecutive terms, each term being a period of three (3) years, with the FTSS assuming appointment with the relevant trade union from 1 January of the first year of appointment, or part thereof, up to and including 31 December of the 3rd year of appointment.



- 3.4.4 Notwithstanding the term of the appointment as an FTSS, the relevant trade union shall notify the Office of the Chief Negotiator and the relevant department on an annual basis, but not later than 30 November, of the ongoing secondment of the FTSS for the remainder of the term of appointment. This will allow for appropriate monitoring of the agreement jointly by the relevant Employer and the admitted trade unions.
- 3.4.5 Should an admitted trade union fall below the agreed threshold for recognition in the PHSDSBC during the course of the term of appointment of an FTSS, then the FTSS of such trade union shall, consistent with the Constitutional provisions and the determination of the General Secretary relating to such admittance, remain as an FTSS until the termination of the admittance at the Annual General Meeting in prospect.
- 3.4.6 The relevant Trade Union must send a copy of this appointment of each FTSS to the General Secretary of the PHSDSBC.
- 3.4.7 The General Secretary of the PHSDSBC must issue the final list of all the appointed FTSS to the Employer and Trade Unions.
- 3.4.8 The Employer in the relevant national and provincial departments of health and social development undertake to notify all heads of affected institutions of the contact details of the appointed FTSS for the respective departments.



3.4.9 The Trade Union in turn undertakes to inform all its members of the details of the appointed FTSS within the jurisdiction of the relinquishing department.

3.4.10 Notwithstanding the provisions of 3.4.2, an FTSS may be nominated by a trade union for re-appointment to this position for a maximum period of ONE further term of three (3) years after which period the secondment shall end and the FTSS shall return to service of the relevant relinquishing department.

3.4.11 The re-appointment of the FTSS must be done in accordance with the provisions of clauses 3.1 and 3.3 above, and 3.4.

3.5. Deployment of FTSS

3.5.1. The FTSS shall be allocated to the national and provincial departments of health and social development in proportion to the voting weights of the admitted Trade Unions in Council.

3.5.2 The deployment of an FTSS by the relevant Trade Union shall be in accordance with the scope of the relevant relinquishing department's bargaining chamber and as provided for in the PHSDSBC Constitution and / or a decided by the receiving trade union depending on the trade unions' needs and priorities.

4. DUTIES OF THE FTSS

The duties of the FTSS are to:

4.1 Assist employees with grievance processes.



- 4.2 Advise, guide or represent employees in disciplinary proceedings.
- 4.3 Monitor the Employer's compliance with laws and collective agreements regulating terms and conditions of employment.
- 4.4 Generate reports of the Employer's non-compliance with laws and collective agreements regulating terms and conditions of employment.
- 4.5 Co-operate with the Employer to ensure that:
 - 4.5.1 The process of service delivery is uninterrupted;
 - 4.5.2 High productivity levels are maintained;
 - 4.5.3 Services are rendered to the general public efficiently and effectively; and
 - 4.5.4 Labour peace is maintained in the public service in general, and the public health and social development sector in particular.
- 4.6 Represent his or her Trade Union, and participate in collective bargaining processes, including consultations and negotiations with the Employer and its representatives in compliance with 3.5 above.
- 4.7 Execute any other duties that may be assigned to him or her by the respective Trade Unions.
- 4.8 Carry the full mandate of the Trade Union and any agreement made between the Employer and the FTSS shall be binding on the parties.



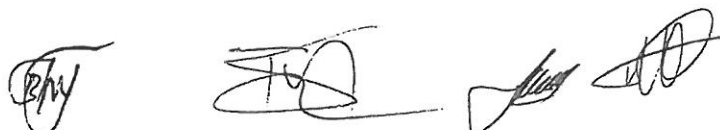
5. OBLIGATIONS OF THE EMPLOYER

5.1 Protection of the Employment of the FTSS

- 5.1.1 The Employer must ensure that the position that the FTSS occupied prior to being seconded as an FTSS is protected for the period during which the FTSS is in office.
- 5.1.2 Should the FTSS be re-appointed to serve a second term, the position of the FTSS will be protected unless circumstances dictate otherwise.
- 5.1.3 At the end of the period of secondment the FTSS will return to the grade and remuneration attached to that level, unless otherwise agreed. In this regard, before commencement of the period of secondment of the FTSS, the relevant Employer will conclude an agreement with the relevant Trade Union regarding the grade and location that the FTSS will return to at the end of the period of secondment.
- 5.1.4 The Trade Union concerned will be consulted on the suggested re-deployment as informed by the prevailing circumstances and the parties will agree on the alternative post within the staff establishment to which the FTSS may be deployed prior to any final decision being made in this regard.

5.2 Remuneration and Office Accommodation of FTSS

- 5.2.1 The FTSS will be paid at a rate equal to the rate of remuneration that he or she received at the time of assuming the position of FTSS.
- 5.2.2 Where the employee held a position lower than salary level 6 before being seconded as an FTSS, such FTSS will be remunerated at salary level 6 by way of the payment of an allowance. The relevant Employer will discontinue the allowance with effect from the next salary date in the event that the employee, for whatsoever reason, ceases to hold the position as an FTSS before completing two (2) consecutive terms as an FTSS.
- 5.2.3 Where the employee has held a position lower than salary level six (6) before being seconded as an FTSS, and remains an FTSS for two (2) consecutive terms, the relevant employer shall appoint such employee on salary level six (6) upon return of the employee to the department.
- 5.2.4 Clause 5.2.3 above shall not have a retrospective effect and shall accordingly apply only to the FTSS released after this agreement has been duly signed by the majority of the trade unions admitted to the PHSDSBC.
- 5.2.5 Where the employee has served two consecutive terms as an FTSS shall be appointed at least one (1) salary level higher than the salary level s/he was on before being seconded as an FTSS, unless agreed otherwise



5.2.6 An employee that has been elected as an FTSS of an admitted Trade Union is entitled to leave of absence with remuneration in accordance with the relevant laws.

5.2.7 The Employer will provide where possible, the FTSS with reasonable access to office accommodation, including communication facilities commensurate with the area in which the Employer is located. However, the Trade Union concerned will pay for the usage of such facilities. The terms of payment will be negotiated with the respective institutions.

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

5.3 Termination of Appointment as an FTSS

5.3.1 The operational requirements of the Employer shall be taken into account in the appointment of an FTSS. Such appointment as an FTSS shall automatically lapse due to:

5.3.1.1. The passage of time on 01 January of the year following the expiry of the term (three years or part thereof) for which the appointment was made, unless the appointment is renewed subject to the provisions of par.3.3 above, for a final term of a further three (3) years.

5.3.1.2. The presence of a condition that makes it impossible for the FTSS to continue executing his or her functions as an FTSS.



- 5.3.1.3 Withdrawal by the FTSS from appointment by the trade union that recommended such appointment as an FTSS, subject to a month's notice, where applicable.
- 5.3.1.3. Disciplinary action taken that results in dismissal from employment.

6. OBLIGATIONS OF THE TRADE UNION

6.1. The Trade Union shall:

- 6.1.1. Notify the Employer of the name of the employee elected as an FTSS as soon as an election for the position of FTSS has taken place;
- 6.1.2. Notify the Employer of the constituency, place and area of work in which the FTSS will be deployed, subject to the Constitution of the PHSDSBC;
- 6.1.3. Prepare a work-plan or programme of work that will constitute the basis for the annual assessment, for the FTSS for the period of secondment.
- 6.1.4. In writing communicate the work-plan or programme of work within thirty (30) days of assumption of duty to the relevant Employer.
- 6.1.5. In writing, communicate the assessment of the performance of the FTSS within thirty (30) days after the end of the first and third quarter of the relevant year. The form of performance assessment will be in accordance with performance assessment tool applied by the relevant trade union at the place of work of the FTSS.



- 6.1.6 Bear the responsibility of the payment of any performance incentives or other rewards as a result of the assessment of performance of the FTSS but excluding notch progression based on satisfactory performance or annual cost-of-living adjustment which shall remain within the protections afforded to the employee by the Employer in line with this agreement. These shall be paid according to the level of the post occupied by the FTSS prior to the secondment.
- 6.1.7 Endeavour, to evenly allocate FTSS amongst provinces, departments and existing health and social development sectoral bargaining structures;
- 6.1.8 Comply with the nomination and allocation of the FTSS against the ratio of 1:5000 members and on request by the Employer justify that it considered the criteria set out in clause 3.1.5 in its allocation of FTSS;
- 6.1.9 If an FTSS, for any reason ceases to serve as an FTSS before the end of his or her term:
- 6.1.9.1 Notify the Employer immediately it becomes aware that such employee will no longer serve as an FTSS;
- 6.1.9.2 Communicate the name of the FTSS elected and nominated to fill the vacant position subject to clause 3.3 above.
- 6.1.10 Accept responsibility for the discipline of the FTSS for activities related to his or her Trade Union duties.



7. MONITORING AND TERMINATION OF THE AGREEMENT

7.1 Parties in the PHSDSBC commit themselves to:

7.1.1 Evaluate the implementation and efficacy of the agreement annually, and

7.1.2 Undertake a mandatory review of the agreement at the end of a period of three (3) years from the date of coming into operation, provided that such review shall be undertaken between the months of September and December and at the end of every period of three (3) years subsequently.

7.2 In monitoring the agreement, the General Secretary shall ensure that due notice is served on the parties when the time for review falls due.

8. APPOINTMENT AND DEPLOYMENT OF OFFICE BEARERS

8.1 Eligibility for Appointment as an Office Bearer

In order to be appointed as an Office Bearer, an employee must:

8.1.1 Be employed in a permanent capacity in the Public Health and Social Development Sector;

8.1.2 Have been duly elected by the relevant Trade Union according to the provisions of that Trade Union's Constitution;

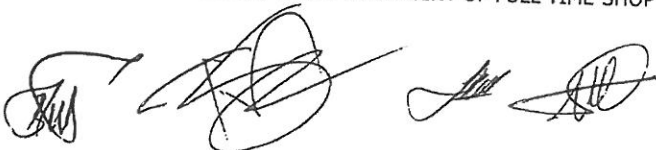
8.1.3 Be a member in good standing of the relevant Trade Union;

8.2. The Number of Office Bearers

- 8.2.1 Office Bearer shall be released proportional to the total number of audited membership figures for each admitted Trade Union as determined by the General Secretary at the Annual General Meeting (AGM) of the PHSDSBC, and based on the following ratio:
- 8.2.2 80 000 or more members – nine (9) Provincial Office Bearers (one per province, to be determined by the admitted Trade Unions in consultation with the relinquishing Employers) and four (4) National Office Bearers (where applicable, and as defined in the definitions clause);
- 8.2.3 Between 50 000 and 79 999 members – five (5) Provincial Office Bearers (to be determined by the admitted Trade Unions in consultation with the relinquishing Employers) and four (4) National Office Bearers (where applicable, and as defined in the definitions clause);
- 8.2.4 Between 30 000 and 49 999 members – three (3) Provincial Office Bearers (to be determined by the admitted Trade Unions in consultation with the relinquishing Employers) and one (1) National Office Bearer (where applicable, and as defined in the definitions clause).

8.3. Notification Regarding the Election of Office Bearers.

- 8.3.1 Within thirty (30) days following the date on which the election of the Office Bearers has taken place according to the due processes determined in the Constitutions of the respective Trade Unions, the relevant Trade Unions must notify the Employer of the respective relinquishing departments, in writing, of the names, ranks, positions and scope (jurisdiction) and places of work of the employees whom they have elected.



8.3.2 The Executive Authority of the relinquishing department, or his or her delegate, is afforded thirty (30) days from the date of receipt of the notification, to consider the request to release the NOB and/or POB, based on 8.4.1. and 8.4.2. This period may be extended by mutual agreement.

8.3.3 In its notification the Trade Union must specify the contact details of each of its NOBs, including their official telephone-, cellular phone- and fax numbers, and the residential addresses.

8.4. Appointment, Duration and Re-appointment of the Office Bearers

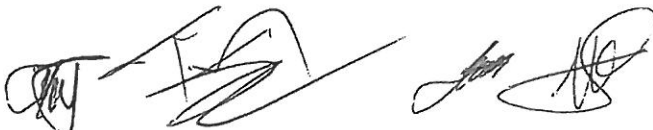
8.4.1 Once the relevant Employer has received the notification contemplated in clause 8.3.1 above, considered the request and approved the release of the employee to serve the Trade union as an Office Bearer, the appointment of the Office Bearer will be confirmed in writing by the Executive Authority or his or her delegate to the relevant Trade Union.

8.4.2 Such appointment shall be by way of secondment to the respective Trade Unions for deployment for the duration of the term of office of the Office Bearer on the understanding that the Office Bearer will return to his or her respective place of work on expiry of the term of Office, or if for any reason the employee no longer serves in the capacity of an Office Bearer.

8.4.3 The relevant Trade Union must send a copy of this appointment of each NOB and/or POB to the General Secretary of Council.

8.4.4 The General Secretary of Council must issue the final list of all the appointed Office Bearers to the Employer and Trade Unions. This list must be updated and issued by the General Secretary on an annual basis for noting at the Annual General Meeting (AGM).

8.4.5 The relevant national and provincial departments of health and social development undertake to inform all heads of affected institutions of the



contact details of the appointed Office Bearers for the respective departments.

8.4.6 The Trade Union in turn undertakes to inform all its members of the details of the appointed Office Bearers within the jurisdiction of the relinquishing department, where applicable.

8.4.7 Notwithstanding the provisions of 8.4.2, an Office Bearer may be re-appointed to this position for a further term subject to the due processes of the Trade Union.

8.4.8 The re-appointment of the Office Bearer must be done in accordance with the provisions of clauses 8.1 and 8.2 above.

9. DUTIES OF OFFICE BEARERS

The duties of the Office Bearers are to:

9.1 Ensure that the members of their respective Trade Unions comply with the laws and collective agreements regulating their terms and conditions of employment.

9.2 Consider reports of the Employer's non-compliance with laws and collective agreements regulating terms and conditions of employment of employees, and propose likely alternatives aimed at averting strikes and protest action.

9.3 Co-operate with the Employer to ensure that:

9.3.1 The process of service delivery is uninterrupted;

9.3.2 High productivity levels are maintained in the sector;

9.3.3 Services are rendered to the general public efficiently and effectively; and

9.3.4 There is Labour peace in the public service in general and the public health and social development sector in particular;



9.3.5 Represent his or her Trade Union in matters affecting the members, and provide leadership during collective bargaining processes, including consultations and negotiations with the leadership of the Employer and its representatives.

10. OBLIGATIONS OF THE EMPLOYER

10.1 Protection of the Employment of the Office Bearer

10.1.1 The Employer must ensure that the position (that is level and rank) that the Office Bearer occupied prior to being elected and seconded, is protected for the period during which the Office Bearer is in office.

~~10.1.2~~ Should the Office Bearer be re-elected by their respective Trade Unions to serve a further term, the position of the Office Bearer will be protected unless agreed to circumstances dictate otherwise. Notwithstanding sub-clause 10.1.1 above, and without prejudice to the Office Bearer, the Employer may reserve the right to fill the post to ensure that service delivery is not compromised.

10.1.3 At the end of the period of secondment, the Office Bearer will return to a position commensurate with the grade and remuneration attached to the post which such Office Bearer vacated at the time of secondment, unless otherwise agreed.

10.1.4 The Trade Union concerned will be consulted on the suggested re-deployment as informed by the prevailing circumstances and the parties will agree on the alternative post within the staff establishment to which the Office Bearer may be deployed prior to any final decision being made in this regard.

10.2 Remuneration of Office Bearers

10.2. The Office Bearer shall be remunerated on a level equal to the rate of remuneration that he or she received at the time of assuming the position of Office Bearer according to the following arrangement:

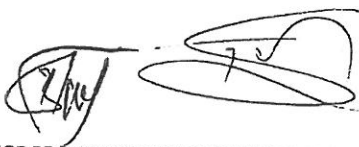
10.2.1 The Office Bearers shall be remunerated at salary level eight (8).

10.2.2 The difference between the salary of the employee and that of the Office Bearer at a National or Provincial level, whichever is applicable, shall be paid as an allowance and shall not affect the salary position nor shall it affect the benefits of such Office Bearer on secondment.

10.2.3 Should the employee, for whatever reason, cease to serve the Trade Union in the capacity of an Office Bearer, the provisions of 10.2.2 shall apply and the allowance shall be discontinued with effect from the date that such secondment ceases.

10.2.4 Other service benefits and conditions of service of the Office Bearer shall be as determined by the Trade Union according to that Trade Union's remuneration policy and shall be for the account of the Trade Union.

10.2.5 The employer shall not interfere with, restrain, coerce or discriminate against the Office Bearer, in any manner that may prejudice him or her from the performance of the duties as determined by the Trade Union according to the provisions of any law regulating employment, unless otherwise permitted by such law.



11. TERMINATION OF APPOINTMENT AS AN OFFICE BEARER

The appointment of an Office Bearer shall automatically lapse due to:

- 11.1 The presence of a condition that makes it impossible for the Office Bearer to continue to execute his or her functions as an Office Bearer as determined by the Trade Union.
- 11.2 Withdrawal by the Trade Union of the employee from appointment as an Office Bearer, subject to a month's notice.
- 11.3 Disciplinary action taken against the Office Bearer by the Trade Union that results in his or her dismissal from employment.

12. OBLIGATIONS OF THE TRADE UNION

12.1. The Trade Union must:

- 12.1.1. Notify the Employer of the name of the employee elected as a Office Bearer as soon as an election for the position of Office Bearer has taken place;
- 12.1.2. Notify the Employer of the constituency, place and area of work in which the Office Bearer will be deployed;
- 12.1.3. Prepare a work-plan or programme of work that will constitute the basis for the annual assessment, for the Office Bearer for the period of secondment;
- 12.1.4. In writing communicate the work-plan or programme of work within thirty (30) days of assumption of duty to the relevant Employer;



12.1.5. In writing communicate the assessment of the performance of the Office Bearer within thirty (30) days after the end of the first and third quarter of the relevant year. The form of performance assessment will be in accordance with performance assessment tool applied at the place of work of the Office Bearer;

12.1.6. Bear the responsibility for the payment of any rewards as a result of the assessment of performance of the Office Bearer;

12.1.7. Endeavour to evenly allocate Office Bearers amongst provinces, departments and existing health and social development sectoral bargaining structures;

12.1.8. On request by the Employer justify that it considered the criteria set out in clause 8.2 in its allocation of Office Bearer;

12.1.8.1. If an Office Bearer for any reason ceases to occupy his or her office as such, before the end of the term, the trade unions must:

- a. Notify the Employer immediately it becomes aware that such employee will no longer serve as an Office Bearer;
- b. Communicate the name of the Office Bearer elected and nominated to fill the vacant position subject to clause 8. above.
- c. Accept responsibility for the discipline of the Office Bearer for activities related to his or her Trade Union duties.

13. DISPUTE RESOLUTION

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 procedure of the Council.

14. IMPLEMENTATION DATE

14.1 For the FTSS this agreement shall come into operation on the 1st of January following the date on which majority signature has been obtained.

14.2 For the Office Bearers this agreement shall come into effect from the date on which the Office Bearer assumes Office with the relevant Trade Union.

Thus done and signed at CENTURION on this the 8th day of DECEMBER 2011

ON BEHALF OF THE EMPLOYER		
State as the Employer	Name and Surname	Signature
	MALE N'GAKI	
ON BEHALF OF TRADE UNION PARTIES		
Trade Union	Name and Surname	Signature
DENOSA	MORISE LETSATS	
HOSPERSA	RIFOS MAHLAKO	
NEHAWU	TSHEGOFATSO MORAO	
NUPSAW/SADNU		
PSA		