

GENERAL PUBLIC SERVICE SECTOR BARGAINING COUNCIL

RESOLUTION NO 3 OF 2014

**ORGANISATIONAL RIGHTS AGREEMENT BETWEEN THE
STATE AS EMPLOYER IN THE SECTOR AND ADMITTED
TRADE UNIONS**

All correspondence must be addressed to the General Secretary

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PREAMBLE

The parties acknowledge the importance of sound and fair labour relations and enter into this agreement with the express intent of promoting and maintaining dynamic labour relations.

The rights, duties and obligations herein are the minimum standards to be complied with by the parties.

The agreement replaces all other Organizational Rights Agreements concluded in any other Chamber, forum or structure that would fall within the scope of the Council.

The parties agree that the agreement be implemented to ensure mutual understanding of their rights and obligations. The parties further recognizes the important role that the Employer and Labour have to play at all levels of the bargaining process and by this agreement commit themselves to promote:-

- Sound labour relations between management and employees,
- The understanding of rights and obligations in order to reduce conflict between the role players.
- Mutual respect and goodwill between the Employer, Organised Labour and all other employees,
- Labour peace and an efficient, effective public service.

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1. SCOPE

Considering Section 20, of the Labour Relations Act, 66 of 1995 (as amended) the provisions of this agreement will be applicable on the State as Employer and only the admitted trade unions that fall within the registered Scope of the General Public Sector Bargaining Council (GPSSBC).

2. DEFINITIONS

In this agreement unless the context otherwise indicates:

- 2.1 "Employer means the state as employer falling within the registered scope of the council.
- 2.2 "Chamber "means a chamber established by the Council in terms of Resolution 3 of 2004.
- 2.3 "Council" means the GPSSBC, General Public Service Sector Bargaining council, a Sectoral Council designated by the Public Service Co-ordinating Bargaining Council.
- 2.4 "Department" means a Provincial Department or a national department
- 2.5 "Employee" means
- (a) *any person, excluding an independent contractor, who works for the employer and who receives, or is entitled to receive, any remuneration, and*
 - (b) *any other person who in any manner assists in carrying on or conducting the business of the employer.*
- 2.6 "Trade Union Member" *means an employee in respect of whom a valid membership form has been completed and submitted for the deduction of membership fees.*
- 2.7 "Organisational Rights" *means the rights provided for in this agreement.*
- 2.8 "Trade Union" *means a registered trade union, or two or more registered trade unions acting together who are admitted to the council.*
- 2.9 "Office Bearer" *means a person who holds office in a Trade Union.*
- 2.10 "Trade Union Official" *means an employee of the Trade Union employed as a*

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secretary, assistant or organizer or any prescribed capacity.

2.11 "Trade Union Representative/ shop steward" means a member of a Trade Union who is elected to represent employees in their dealings with the employer and recognised in terms of clause 8 of this agreement.

2.12 "Workplace" means, as per the Labour Relations Act Section 213 (a) and (c):

(a) in relation to the public service-

- (i) For the purposes of collective bargaining and dispute resolution, the registered scope of the Public Service Co-ordinating Bargaining Council or a bargaining council in a sector in the public service, as the case may be; or
- (ii) For any other purpose, a national department, organisational component contemplated in section 7(2) of the Public Service Act, 1994 (promulgated by Proclamation 103 of 1994), or any other part of the public service that the Minister for Public Service and Administration, after consultation with the Public Service Co-ordinating Bargaining Council, demarcates as a workplace;

(c) in all other instances means the place or places where the employees of an employer work. If an employer carries or conducts two or more operations that are independent of one another by reason of the size, function or organisation, the place or places where employees work in connection with each independent operation, constitutes the workplace for that operation.

2.13 "Delegate" means a representative of the employer at the workplace as delegated by the Head of Department.

3. OBJECTIVES

The objectives of this agreement are to:

3.1 Replace GPSSBC Resolution 1/2013.

3.2 Provide for the exercise of the Organisational Rights provided for in the Labour Relations Act, no. 66 of 1995

3.3 Provide for the uniformed implementation of Organisational Rights within the Sector through the establishment and formalization of procedures across all Departments.

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3.4 Provide for a platform to enhance interactions between organized Labour and the Employer outside of the formal bargaining arrangements of the Sector.

4. ACCESS TO THE WORKPLACE

4.1 Unions must notify the Employer in writing of all meetings to be held at least 5 days prior to the date of the meeting.

4.2 Trade unions are entitled, without being unreasonably denied, access to the Employers premises. Permission must be sought in this regard in order for the Employer to approve.

4.3 Trade union representatives/shop stewards/ Union officials/union office bearers shall have the right of access to the premises of the Employer during working hours, outside working hours and, during lunch breaks by prior arrangement, in order to:


- recruit members
- communicate with members
- serve members interest and
- Hold meetings.

4.4 All arrangements regarding access will be dealt with by the Human Resources/Labour Relations component in the department.

4.5 The Employer shall endeavor to assist trade union representatives in their recruitment efforts by providing venues and making available the use of designated notice boards where interviews with prospective members can be conducted. The members of a Trade Union are entitled to vote at the Employer's premises in any election or ballot contemplated in that trade union's constitution.

4.6 The Head of Department or his/her delegates shall ensure that access to the work premises by Organised Labour is not unreasonably denied

4.7 Access for purposes of consultation with a view of representing a member shall be during working hours.


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5. MEETINGS

5.1 The Employer shall provide venues for meetings

5.2 The parties, however, agree that such access shall not threaten life of property and shall not result in undue disruption of work and shall always be subject to the following conditions:

- Proper and timeous (at least 48 hours) notice, in writing, to management of the envisaged premises with details of the purpose, anticipated duration of the intended visit and names of trade union representatives;
- A reasonable limit on the number of trade union representatives that may visit the premises at a given time
- Access to the premises of Employer premises shall not be unreasonably withheld;
- Compliance with security and safety measures of Employer premises shall be ensured; and
- Access to members involved in essential services may involve additional arrangements, so as not to affect the rendering of such services. In addition, the parties may also agree to the staggering of such meetings, to free up staff that is vital to the efficient maintenance of a continuous work process.


5.3 Subject to the provisions of 5.2 above, trade unions are entitle to hold meetings with employees during and outside working hours at the Employer's premises.

5.4 General meetings

5.4.1 Each individual trade union will be allowed to hold one (1) general meeting per month which will consist of lunchtime plus a further 30 minutes.

5.4.2 The timeframe as above may be extended on request and approval by the Employer before the meeting.

5.5 Special/Emergency meetings


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5.5.1 A trade union may request the convening of a special general meeting 48 hours in advance. Such arrangements need to be communicated to management within the stipulated time limit.

5.5.2 Any trade union requesting to convene an emergency meeting at short notice will make an arrangement and agree on the time and duration of the meeting with management.

5.6 Trade Union Representative Committee meetings

5.6.1 Each individual trade union will be allowed to hold one (1) committee meeting every week that will not exceed one (1) hour per fortnight consisting of half-an-hour during working hours and half-an-hour outside working hours.


5.6.2 Arrangements for such meetings will be confirmed at bi/multilateral forums, or alternatively at special meetings convened in Departments, Institutions and Offices, between the Employer and Unions.

6. UTILISATION OF FACILITIES

6.1 Where possible, the Employer shall make available office space to a Union for Union business if so required. Where office space is not available for the sole use of a Union, an arrangement may be made for the sharing of office space.

6.2 The Employer shall allow unions the use of designated notice boards, provided that the Unions undertake to utilize such in a responsible manner and prevent any damage or destruction to the Employers property.

6.3 By prior arrangement with the Employer, access to a telephone may be provided to Trade Union representatives.


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6.4 The Employer may also grant Trade Union representatives access for fax, e-mail, and photo copy facilities subject to the following conditions:

- The availability of such facilities;
- That such access shall not interfere with the normal functioning of the offices/institutions; and
- On provision of any of the above facilities, the union agrees to enter into an agreement with the Employer on control measures.

7. DEDUCTION OF UNION SUBSCRIPTIONS

The Employer will provide Trade Unions with monthly reports on subscription deductions from the payroll system in line with the requirements of the LRA.

8. TRADE UNION REPRESENTATIVES

Each union will qualify to elect union representatives at a place of work.

8.1 Distribution:

8.1.1 Shop stewards will be elected in terms of the union's constitution.

8.1.2 The Employer shall recognize elected or appointed shop stewards/ office bearers to represent their members in the workplace

8.1.3 The constitution of respective Trade Union governs the nomination, election, term of office and removal from office of a trade union representative.

8.1.4 Election of shop stewards shall be as follows:



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Number of members at Department, Institution of Office	Number of Union Representatives
10	4
11-50	4
51-100	5
101-150	5
151-200	7
201-250	7
251-300	7
301- 400	8
401-500	9
501-600	10
601-800	11
801-1000	12
1001-1500	13
1501-2000	14
2001-2500	15
2501-3000	16
3001-3500	17
3501-4000	18
4001-4500	19
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4501+	20

- 8.2 A union shall be entitled to elect representatives at the place of work based on the formula above.
- 8.3 The local office of the recognized trade union shall furnish the employer in writing with the names of the shop stewards elected within 7 days of election.
- 8.4 Trade union representatives elected in terms of this agreement will be formally recognized once the union has informed management in writing of the names of the elected union representatives.

9. RIGHTS OF TRADE UNION REPRESENTATIVES

- 9.1 A trade union representative has the right to perform the following functions:

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- 9.1.1 At the request of the employee in the place of work, to assist and represent the employee in grievance and disciplinary proceedings;
- 9.1.2 To monitor the Employer's compliance with the provisions of the LRA, any law regulating terms and conditions of employment and any collective agreement binding on the Employer.
- 9.1.3 To report any alleged contravention of provisions of the LRA (1995), any law regulating terms and conditions of employment and any collective agreement binding on the Employer to:

- Management
- The union; and
- Any responsible authority or agency.

9.1.4 To perform any other function agreed to between the union and the Employer.


9.1.5 A trade union representative shall cease to be a representative when:

- he/she is permanently transferred to an organisational component other than the one he/she was elected to represent provided management gives written notice of such transfer
- he/she ceases to be a member of the union
- he/she ceases to be an employee of the EMPLOYER at that workplace.
- the terms of office for which he/she was elected expires
- he/she ceases to be a trade union representative in terms of the constitution of the union

10. LEAVE FOR TRADE UNION ACTIVITIES

10.1 Trade union representative shall receive Fifteen (15) working days paid leave per annum for activities related to his/her union position. The 15 working days shall be pooled per recognized trade union as provided for by the PSCBC Resolution 1 of 2012. The trade union must provide official correspondence when applying for such leave for record purposes.

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- 10.2 In the event that Trade Union Representatives have exhausted the above leave days; the Employer will not unreasonably deny requests for leave for Union activities.
- 10.3 Prior arrangements must be made to obtain permission at all times from supervisors in the event of this right being exercised, which permission shall not be unreasonably withheld.
- 10.4 Duly completed leave forms and supporting documents must be kept of leave taken in this regard.
- 10.5 In order to qualify for this right the following shall apply:
- the Trade Union Representative must be a bona fide elected representative of a union; and
 - the names of the elected Trade Union Representative, the section/organizational component they represent, and the duration of their terms of office must be provided to the Employer with their details, in writing, within seven days
- 10.6 The Employer may observe election of trade union representatives.

11. DISCLOSURE OF INFORMATION

The Employer and Trade Unions shall disclose to each other all relevant information that will enable them to engage effectively in consultation or negotiations with due regard to the provisions of section 16 (5) of the Labour Relations Act, 1995, which states that Employer is not required to disclose information-

- that is legally privileged
- that would contravene a prohibition by any law or order of any court;
- that is confidential and if disclosed may cause substantial harm to an employee or an Employer ;and
- that is private, personal information relating to an employee, unless the employee consents to the disclosure of that information.

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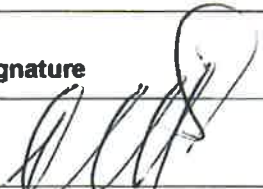
12. DISPUTE RESOLUTION

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 resolution procedures of the Council.


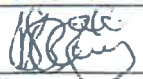
13. SIGNATURE

THIS DONE AND SIGNED AT CENTURION ON THIS 7TH DAY OF JULY 2014.

ON BEHALF OF THE EMPLOYER PARTY

	Name	Signature
State as Employer	THEMBULE SILO	

ON BEHALF OF THE TRADE UNION PARTIES

Trade Union	Name	Signature
PSA	MALEKA REUBEN	
NEHAWU	Bereung Soko	
POPCRU	HKUSIAPIHILARHIDH	