

SAMWU

12 16144

Local Government box

**SOUTH AFRICAN
LOCAL GOVERNMENT
BARGAINING COUNCIL
ORGANISATIONAL
RIGHTS
AGREEMENT**

1 INTERPRETATION, PRELIMINARY AND DEFINITIONS

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement for any clause hereof.

Unless a contrary intention clearly appears-

1.1 words importing-

1.1.1 any one gender includes the other;

1.1.2 the singular include the plural and vice versa; and

1.1.3 natural persons include created entities and the state and vice versa;

1.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely-

1.2.1 "**ACT**" means the Labour Relations Act, No. 66 of 1995, as amended;

1.2.2 "**BARGAINING COUNCIL**" means the SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL, a bargaining council established in terms of Section 27 of the Act;

1.2.3 "**IMATU**" means the INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION;

1.2.4 "**MANAGEMENT**" means the posts of chief executive officer, deputy chief executive officer, executive director, head of department, deputy head of department, director or such post as determined by the relevant division of the SALGBC;

1.2.5 "**OFFICE BEARER**" means the elected president, deputy president, vice-president, chairperson, vice-chairperson, treasurer or secretary of the trade unions;

1.2.6 "**OFFICIAL**" means a person employed by the TRADE UNIONS;

1.2.7 "**SAMWU**" means the SOUTH AFRICAN MUNICIPAL WORKERS' UNION;

1.2.8 **"SALGA"** means the SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION;

1.2.9 **"SALGBC"** means the SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL;

1.2.10 **"SHOP STEWARD"** means the elected trade union representative who is also an employee of a local authority;

1.2.11 **"TRADE UNIONS"** mean IMATU and SAMWU;

1.2.12 **"WORKPLACE"** means any local government authority or municipality that has been granted the power by the constitution of the land and the relevant legislation to employ staff in order to exercise its powers and functions.

2 RECORDAL

It is hereby recorded that:-

2.1 SAMWU and IMATU are trade unions with members in the employ of workplaces that are members of SALGA and/or its constituent provincial organisations;

2.2 SAMWU, IMATU and SALGA are members of SALGBC;

2.3 The parties wish to create an environment conducive to the establishment of sound industrial relations in local government in South Africa;

2.4 The parties want to encourage orderly collective bargaining in the bargaining council and greater levels of worker participation in the workplace;

2.5.1 Parties will seek reasonable and satisfactory solutions to disputes that may arise between them.

2.5.2 Parties will actively follow agreed upon procedures in order to avoid and resolve disputes.

2.6 This agreement sets the standards to be applied by all workplaces unless varied at the relevant division of the bargaining council. Should no consensus be reached at divisional level, the terms as set forth in this agreement will apply.

2.7 The parties have reached an agreement that would assist in achieving those objectives and wish to record that agreement in writing.

3 ORGANISATIONAL RIGHTS

- 3.1 SALGA undertakes that for as long as any of the trade unions have as members that prescribed as a minimum percentage in terms of the constitution of the SALGBC in the employ of the members of SALGA, that trade unions shall be granted all the minimum rights set out in Part A of Chapter iii of the Act, notwithstanding any other level of representiveness that may be required in terms of the Act, which rights are further elaborated upon by the contents of this agreement.
- 3.2 The parties agree that the percentage referred to in clause 3.1 shall constitute the required threshold of representativity, as envisaged in Section 18 of the Act, for any other registered trade union which may seek to do so, to qualify for any rights set out in Part A of Chapter (iii) of the Act.
- 3.3 The parties agree that all trade union office bearers and officials shall be entitled reasonable access to employer's premises for the purpose of conducting bona fide union business including recruitment of non-members and communicating with their members during working hours provided that access is arranged with prior permission from the affected department/service unit Head of Department or her nominee, it being agreed that such permission shall not unreasonably be withheld.
- 3.4.1. SAMWU and IMATU shall be entitled to have its own shop stewards who will perform any or all of the functions set out in of Section 14 of the Act and to perform such additional functions as may be agreed by the parties from time to time.
- 3.4.2 The trade unions shall be entitled to a number of shop stewards based on the following number of members at a workplace:
- One shop steward for every 50 members or part thereof up to 500 members;
- Thereafter one shop steward for every 60 members or part thereof up to 1000 members;
- Thereafter one shop steward for every 75 members or part thereof up to 5000 members;
- Thereafter one shop steward for every 100 members or part thereof.

Provided that where a trade union has a minimum of 10 members at a workplace it shall be entitled to 2 (two) shop stewards.

4 SUBSCRIPTIONS

- 4.1 Workplaces shall deduct trade union subscription/levies from the salary/wages of the trade union members for whom it holds written authority in favour of the trade union concerned and shall not levy any charges for such deductions.
- 4.2 The amount collected at the end of each month shall be remitted together with a duly completed schedule marked Annexure "A" (being a SAMWU and IMATU Subscriptions Summary Sheet) to the office nominated by the respective Trade Union by no later than the 7th day of the month first following the date each deduction was made.
- 4.3.1 A Trade Union member may revoke an authorisation given in terms of above. The Trade Unions shall advise the workplace thereof by written notice. An application form to join another recognised Trade Union shall not be considered to signify a willingness to resign membership from a member's current Trade Union.
- 4.3.2 The Trade Unions shall advise its members of the change in the subscription rate/levy and workplaces shall give effect thereto within one month of being informed thereof.
- 4.3.3 Any authorisation for deduction or notice of revocation of Trade Union member or notice of any change in subscriptions/levies must be received by the SALGA local authority 6 (six) weeks in advance of the implementation date.
- 4.4 Workplaces shall submit to the head office and provincial/regional offices of the Trade Unions with each monthly remittance -
 - 4.4.1 A Subscription Summary sheet with the relevant payment and membership information (Annexure 'A' referred to above) and a list of names of every member from whose wages the employer has made the deductions that has been included in the remittance;
 - 4.4.2 The information referred to in (4.4.1) above shall be provided to the trade union in an electronic format. Should any local authority be unable to provide the information electronically, it shall apply for an exemption thereof to the relevant division of SALGBC; and
 - 4.4.3 A copy of the Trade Union member's notice of revocation.

5 TIME OFF

- 5.1 Shop stewards shall be entitled to take fifteen (15) days per year off with full pay during working hours for union activities and training purposes.
- 5.2 Office Bearers of the Trade Unions' shall be entitled to additional time off with full pay during working hours to perform those functions in Section 15 of the Act in addition to those days referred to in 5.1 above on the following basis according to the highest level achieved:
 - 5.2.1. National President: Full-time status is accorded to the National Presidents of the Trade Unions;
 - 5.2.2 National Office Bearers: 20 day on full pay;
 - 5.2.3 Provincial (SAMWU)/Regional Office Bearers (IMATU): 15 days on full pay;
 - 5.2.4 Branch (SAMWU)/Sub-region (IMATU) Office Bearers as set out in Annexure "B": 10 days on full pay.

6 RIGHTS AND DUTIES OF SHOP STEWARDS

The rights and duties of shop stewards and full-time shop stewards are set out in Annexure "C".

7 LOCAL FORUMS

- 7.1. In a non-metropolitan division of the bargaining council workplaces shall recognise the Trade Unions' local structure and its management shall meet with the shop stewards' council at least once per month during working hours at a time to be mutually agreed upon by the parties.
- 7.2. In a metropolitan division of the bargaining council Workplaces shall recognise the Trade Unions' local structure and its departmental management shall meet with the shop stewards in the department concerned at least once per month during working hours at a time to be mutually agreed upon by the parties.
- 7.3. Management shall circulate the agenda for such meetings to the Trade Unions no less that 48 hours prior to the meeting.
- 7.4. Minutes of such meetings shall be kept by the representatives of SALGA and distributed to all members of the committee within 7 working days of the meeting being held. A copy of such minutes shall

be sent to Trade Union's local office. Minutes shall be approved at subsequent meetings.

- 7.5. At the request of Trade Union's union office bearers and officials may attend such meeting.
- 7.6. The shop stewards' committee shall have the right to refer to Trade Union officials/office bearers any matter that it is not able to resolve with management held in terms of this agreement.
- 7.7 Special meetings between Workplaces and the shop stewards committee shall be called by either party not less than twenty four (24) hours notice period for a meeting convened in terms of this clause.

8 TRADE UNION MEETINGS AND FACILITIES

- 8.1. The shop stewards shall be entitled to meet with members in their respective constituencies for a period of 1 (one) hour per month.
- 8.2 The shop stewards committee shall be entitled to hold four (4) general meetings with members per year. Any such meeting shall be held during working hours for not more than two (2) hours, on a date to be approved by management which approval shall not be unreasonably withheld. The meeting shall take place either before lunchtime or before knock-off time.
- 8.3 Workplaces agree that Trade Union's shop stewards' committee shall be entitled to meet for a period not exceeding 2 (two) hours per month during working hours.
- 8.4 Workplaces agree that, where possible, the shop stewards shall have access to an office equipped with suitable facilities in order to carry out either duty as shop stewards during working hours.
- 8.5 Workplaces agree to provide the trade unions with access to notice boards within each department/service unit on which trade union notices can be displayed provided that a copy of such notice is handed to the Chief Executive Officer or his nominee prior to such notice being displayed.

9 REPRESENTATION ON STATUTORY AND OTHER BODIES

Notwithstanding the provision of clauses 5.1 and 5.2 shop stewards, office bearers and trade union employee members who participate in any of the following shall be deemed to be on duty:

- South African Local Government Bargaining Council, any divisions or working groups or delegations thereof;

- Any Statutory Board, Council or approved medical aid scheme or retirement fund; and
- The Local Government Training Board or its successor in title.

10 CONSTITUENCIES

Shop stewards shall retain their constituencies on the signing of this agreement. In evaluating any potential constituency the following shall be considered:

Geographic location
Nature of work
Line of authority
Union constitution
Operational requirements.

- 10.1 The Trade Unions shall notify the local authority concerned that it wishes to exercise its rights as set out in this agreement.
- 10.2 On receipt of such notification the local authority shall convene a meeting with such trade union within fifteen (15) working days and reach agreement on the number of constituencies and shop stewards to be allocated thereto.
- 10.3 The parties shall reach an agreement on the delimitation and demarcation of constituencies within 30 days as from receipt of the aforesaid notification, failing which any party may refer the matter as a dispute to the relevant Division of the Bargaining Council.

11 WHOLE AGREEMENT, NO AMENDMENT

- 11.1 This agreement constitutes the whole agreement between the parties relating to the subject matter save that the parties hereto hereby acknowledge that any current agreement, whether express or tacit between the Trade Unions and a local authority or its management regulating organisational rights and or privileges of a Trade Union members or any local authority shall be in full force legal force and effect insofar as it relates to the enhancement of the Trade Union's rights in terms of this agreement for a maximum period of (1) one year from the signing hereof;
- 11.2 No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the

provisions or terms of this agreement or any agreement or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given;

- 11.3 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement;
- 11.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

Signed by the parties and witnessed on the following dates and at the following places respectively:

Signed at _____ on this _____ day of

_____ 19____ on behalf of the South African Municipal Workers'

Union.

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PRESIDENT	GENERAL SECRETARY	WITNESS

Signed at _____ on this _____ day of

_____ 19____ on behalf of the Independent Municipal and Allied

Trade Union.

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PRESIDENT	GENERAL SECRETARY	WITNESS



SAMWU Subscription Summary Sheet¹

Name of Local Authority:

Pay Period:

Payment Summary

Total Subscriptions Deducted:

Total for Monthly Staff :

Total for Weekly Staff (if any):

Total for Fortnightly Staff (if any):

Cheque Total:

Member Summary

Total Members²:

Total Female;

Total in Workforce

¹ This summary must accompany all payments and schedules forwarded to the union on a monthly basis.

² Total Members for which subscriptions were deducted for this Pay Period.

ANNEXURE "B"

SAMWU BRANCHES PER PROVINCE

PROVINCE	BRANCHES	TOTAL
EASTERN CAPE	Stomberg Western District Amatola Wild Coast	4
GAUTENG	East Rand Branch Greater Pretoria Extended Metro Branch Greater Vaal Greater JHB Metro Branch Lethula Branch (Lesotho) West Rand	6
NORTHERN PROVINCE	Northern Branch Far North Branch Southern Branch	3
WESTERN CAPE	Cape Metro Branch Boland Garden Route / Karoo North West	4
KWAZULU NATAL	South Coast North Coast Midlands Branch Durban Metro Branch Pietermaritzburg	5
NORTHERN CAPE	UpNam DeCarna KimKuru	3
FREE STATE	Bloemfontein Bethlehem Kroonstad	3
MPUMALANGA	Highveldridge Branch Highveld Branch South East Highveld Branch Lowveld Branch	4
NORTH WEST	Southern Branch Mafikeng Northern Branch	3

TOTAL BRANCHES

35

ANNEXURE "C"

SHOP STEWARDS

AND

FULL TIME SHOP STEWARDS

Shop Stewards' Obligations

- Shop Stewards shall do everything reasonably necessary to ensure adherence to agreements, procedures, terms and conditions of employment, regulations and safety rules.
- Should a Shop Steward (other than a full-time Shop Steward) be required to leave his place of work in order to carry out any of his duties as a Shop Steward, he shall first obtain the permission of his superior/ supervisor, which permission shall not be unreasonably withheld.
- Except as otherwise provided for in this Agreement or any other Agreement between the parties, the Shop Stewards will be subject to the same rules, regulations and other conditions of employment as other employees of the employer.
- An employee may not be elected as a Shop Steward should he form part of top management as defined in the main agreement.

1. RIGHT TO FULL-TIME SHOP STEWARD

Each Union has the right to full-time shop stewards elected in terms of this agreement.

2. NUMBER OF FULL-TIME SHOP STEWARDS

The ratio of full-time stewards to members will be the following:

- 2.1 At every workplace in which one of the Trade Unions has 1000 members such Trade Union shall be entitled to one full-time shop steward, provided that for every additional 1000 members such Trade Union shall be entitled to one additional full-time shop steward and that each trade union is entitled to a maximum of 6 full-time shop stewards at any one workplace; or
- 2.2 Where a local authority falls within the geographical boundary of a district council, the total membership of the respective unions will be accumulated and full-time shop stewards shall be mutatis mutandis allocated based on the total membership, provided that the membership of those workplaces that qualify for full-time shop stewards in terms of 2.1 above shall be excluded from the total;
- 2.3 Should the total membership of the respective Trade Union referred to in 2.2 above not be in excess of 1 000 members, the relevant division of the SALGBC may decide on other boundaries within its area of

jurisdiction to determine the number of full-time shop stewards for that particular area.

- 2.4 Workplaces referred to in 2.1 above shall be taken to mean metropolitan councils.
- 2.5 The remuneration of the full-time shop steward elected in terms of 2.2 and 2.3 shall be shared proportionally by those local authorities within the boundaries as determined.

3. ELECTION OF FULL-TIME STOP STEWARD

- 3.1 Elections shall take place during working hours on council premises and shall not exceed two hours.
- 3.2 The term of office will be in accordance with the Constitution of the relevant Trade Union to which the full-time shop steward belongs.
- 3.3 Elections shall take place during working hours on council premises and shall not exceed two hours.
- 3.4 The Unions shall inform the Town Clerk thirty days (30) in advance in writing of any contemplated general election or by-election of full-time shop steward. Such notice may reflect the following:
 - 3.4.1 the venue;
 - 3.4.2 the date; and
 - 3.4.3 the time.
- 3.5 the Council or Trade Union may withdraw appointment of a full-time shop steward for any of the following reasons:
 - 3.5.1 the termination of his employment with the Council in terms of his Conditions of Service;
 - 3.5.2 ceasing to be a member of the Union;
 - 3.5.3 resigning as a full-time shop steward;
 - 3.5.4 on receipt of a written advice from the relevant unions that his status has been withdrawn;
 - 3.5.5 on the expiry of his term of office, but he may make himself available for re-election; and

- 3.5.6. If the Union membership declines to less than 1 000 members the Council shall give the Union to that effect, calling on the Union to improve its members with sixty (60) days, from the date of receipt of notice, failing which the Council will, by notice, withdraw the right to full-time shop stewards.
- 3.6 Whenever a full-time shop steward ceases to hold office, a by-election shall be held to replace him.
- 3.7 The parties shall mutually agree on the arrangements for the elections of the full-time shop steward;

4. CONSTITUENCY

The Constituency of the full-time shop steward shall be the local authority where she is employed except for those appointed in of 2.2 where it shall be the local authorities that fall within the boundaries as determined.

5. CONDITIONS OF SERVICE AND EMPLOYMENT SECURITY

- 5.1 Full-time shop stewards shall be at all times subjected to the applicable Conditions of Service, Rules and Regulations of the workplace.
- 5.2 Full-time shop stewards shall be remunerated on the basis of the occupation they held at the time of election and will receive all salary notches, general increases, and service condition improvements applicable to such position.
- 5.3 Employees elected as full-time shop stewards, shall not be prejudiced in their employment or promotional prospects and shall retain the job that they held for their terms of office, or any further term of office.
- 5.4 When a full-time shop steward ceases to hold office he shall return to his previous position or a similar position.
- 5.5 The execution of the duties linked to the position of the elected full-time shop steward will be dealt with in accordance with the existing procedures of the workplace.

- 5.6 Positions have to be created and budgeted for on the staff establishment of the Personnel Department in order to accommodate the elected full-time shop stewards.
- 5.7 In order to facilitate 7.3 the full-time shop steward will be permitted during his term of any extended term of office to attend such training and development programmes that relate to his substantive post.
- 5.8 Full-time shop stewards shall not be able to claim redundancy by virtue of :
 - 5.8.1 Nomination;
 - 5.8.2 Re-nomination as a result of expiry of term of office; and
 - 5.8.3 Resignation from the Trade Union.

6. QUALIFICATION AND REQUIREMENTS FOR FULL-TIME SHOP STEWARDS

Candidates shall have completed their probationary period at the workplace.

7. DUTIES AND OBLIGATIONS

- 7.1 The full-time shop stewards shall represent the interests of his members which may entail improving employee/employer relations by building trust between employees and management.
- 7.2 The Trade Union and management shall at all times observe and be bound by the terms and the spirit of the full-time shop steward agreement.
- 7.3 The Trade Union accepts that an elected full-time shop steward:
 - 7.3.1. Is to be considered and treated as a normal employee in respect of his conditions of service.
 - 7.3.2. Is bound by his terms and conditions of employment and by the policies, rules and regulations prevailing from time to time in his workplace and constituency.
 - 7.3.3 Shall carry out heris duties, as laid down in this agreement and other agreements entered into

between parties, without unreasonably or unnecessarily:

7.3.3.1 interfering with or disrupting the employer's work; and

7.3.3.2 Interfering with the performance of an employee's duties.

8. ACCESS AND FACILITIES

8.1 An office and furniture shall be made available, on request, to the full-time shop steward(s) for the purpose of interviewing members, meeting shop stewards and for storing documents.

8.2 The full-time shop steward shall also be provided, on request, with reasonable telephone, fax, filing and copying facilities, provided that the cost shall be borne by the parties on a jointly agreed upon budgeted. Any excess amount shall be borne by the Trade Union concerned.

9. REPORTING AND ACCOUNTABILITY

9.1 Full-time shop stewards must report to a designated member of the employer for administrative purposes.

9.2 The full-time shop steward shall report and be accountable to the Union structures or members in accordance with the respective constitutions of the Trade Unions.

9.3 Each Trade Union shall be accountable for the satisfactory performance of its full-time shop stewards and shall ensure that they carry out their duties efficiently and effectively.

9.4 Each full-time shop steward shall accept the conditions of this agreement by signing the attached declaration. (Annexure "D").

9.5 Full-time shop stewards may form part of the consultation and negotiation structures including serving on SALGBC, Committees and Working Groups of the Division.

10. LEAVE

10.1 All applications for leave will be dealt with in accordance with the applicable Conditions of Service and will be authorised by the relevant Trade Union subject to the provision that the person designated in terms of 9.1 be duly informed.

ANNEXURE "D"

DECLARATION BY FULL-TIME SHOP STEWARD

As agreed between and

As parties to the agreement which brought me to office, I
..... (full name) (pay number)
duly elected full-time shop steward, hereby agree and undertake to carry out
my duties as full-time shop steward in conformity with the provisions of all
agreements between the two parties mentioned above.

Dated at this day of

.....

.....

FULL-TIME SHOP STEWARD

.....

WITNESS (UNION)

.....

WITNESS (COUNCIL)