

Resolution

No 1

EDUCATION LABOUR RELATIONS COUNCIL

RESOLUTION No 1 OF 1998 : AGENCY SHOP AGREEMENT

1. PREAMBLE

Whereas:

- 1.1 the Employer and the trade union parties to Council have agreed to enter into an Agency Shop Agreement in terms of Section 25 of the Act;
- 1.2 the trade union parties to this agreement are registered trade unions acting jointly whose members are a majority of the Employees employed by the Employer within the registered scope of Council;
- 1.3 the parties wish to ensure that all non-member employees employed within the registered scope of Council who benefit from the process of collective bargaining at Council contribute towards the costs of such collective bargaining;
- 1.4 the parties note NAPTOSA's concern that the PSCBC agency fee, referred to in paragraph 7.3 herein, should not exceed the highest actual subscription currently received by any trade union which is a party to the PSCBC; and
- 1.5 the parties wish to record their agreement in writing;

2. INTERPRETATION AND DEFINITIONS

2.1 In this agreement, unless the context clearly indicates otherwise:

2.1.1 "agency fee" means the fee to be deducted from non-member employees in terms of 4.1 below;

2.1.2 "agency fee bank account" means a separate bank account opened by Council and/or a trade union party to be utilised only for the deposit of agency fees and administered in terms of the Constitution

2.1.3 "Constitution" means the constitution of Council;

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- 2.1.4 "Council" means the Education Labour Relations Council established by the Act;
- 2.1.5 "Employee" means an educator as defined in the Educators' Employment Act, 1994 (as amended);
- 2.1.6 "Employer" means the Employer as defined in the Educators' Employment Act, 1994 (as amended);
- 2.1.7 "non-member employee" means those Employees as defined in 2.1.5 above who are not members of a trade union party to Council;
- 2.1.8 "registered scope" means the registered scope of Council as defined in clause 3 of the Constitution;
- 2.1.9 "the Act" means the Labour Relations Act, No. 66 of 1995;
- 2.1.10 "trade union" means a trade union as defined in clause 20(13) of the Constitution;
- 2.1.11 "workplace" means the registered scope of the Council.

3. SCOPE OF AGREEMENT

- 3.1 This agreement applies to and shall bind the signatories to this agreement and the non-member employees.
- 3.2 The parties record that the provisions of this agreement, in terms of Section 23 of the Act, expressly binds those Employees who fall within the registered scope of the Council but who are non-member employees.

4. BASIS OF AGREEMENT

- 4.1 The Employer shall on a monthly basis deduct an agency fee of R 5-60 from the basic salary of each non-member employee.
- 4.2 The Employer shall deposit the agency fees into the agency fee bank account of Council on or before the 14th day of the month following the month on which the deductions were made from non-member employees.

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- 4.3 Each payment by the Employer into the agency fee banking account shall be accompanied by a schedule listing the names, Persal number and the agency fee deducted in respect of each non-member employee.
- 4.4 The Executive Officer of Council shall present these schedules to the annual general meeting of Council.

5. ADMINISTRATION AND APPLICATION OF AGENCY FEE

- 5.1 The Executive Officer of Council shall on a monthly basis divide the agency fees paid into the agency fee banking account amongst all the trade union parties to Council in proportion to the vote weight of such trade union party as determined by Council in terms of Clause 10(8) of the Constitution.
- 5.2 Each trade union party shall in turn open and administer a separate agency fee bank account.
- 5.3 The Executive Office shall on a monthly basis deposit into the agency fee bank account of each trade union party that proportion of the agency fees owing to such trade union party as determined by the Executive officer in terms of 5.1 above.
- 5.4 The trade union parties shall only utilise the agency fees received by it for the following purposes:
- 5.4.1 The collective bargaining expenses of the trade union;
 - 5.4.2 The costs of any dispute resolution by the trade union on behalf of its members;
 - 5.4.2 Any expenditure that advances or protects the socio-economic interests of the Employees.
 - 5.4.3 Research and/or development projects.
- 5.5 The provisions of Sections 98 and 100(b) and (c) of the Act shall apply to the accounting records and audits of the agency fee bank account of the trade union parties.

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5.6 The provisions of Section 53 of the Act shall apply to the accounting records and audits of the agency fee bank account of Council.

6. REQUIREMENTS OF SECTION 26 OF THE ACT

6.1 Non-member employees are not compelled to become members of any of the trade union parties.

6.2 It is recorded that the agency fee payable in terms of 4.1 above is less than the subscription payable by member Employees to the trade union parties.

6.3 The parties record that the agency fee shall not be:

6.3.1 paid to a political party as an affiliation fee;

6.3.2 contributed to a political party or any person standing for election to any political office;

6.3.3 used for any expenditure that does not advance or protect the socio-economic interests of the Employees.

6.4 Any non-member employee may object to the deduction of the agency fee, in which case the provisions of Section 25(4)(b) of the Act shall apply.

7. TERMINATION

7.1 If any non-member or party to this agreement alleges that the trade union parties to this agreement no longer represent the majority of the Employees, the Executive officer of Council shall notify the trade union parties of this fact and allow the trade union parties 90 days to establish that they represent the majority of the Employees employed within the registered scope.

7.2 If the trade union parties fail to establish that they represent the majority of the Employees within such 90 day period, the Executive Officer of Council shall give 30 days notice of the termination of this agreement.

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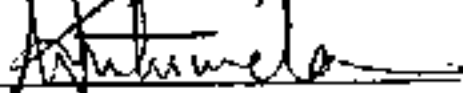


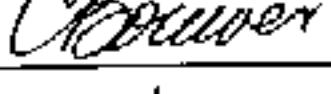
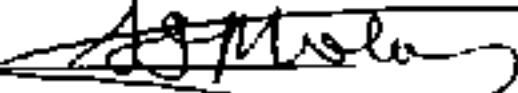

7.3 This agreement shall lapse on the date that an agency shop agreement is concluded in the PSCBC, whereafter the PSCBC agreement shall apply to those educators to whom this agreement is applicable.

8. DISPUTE RESOLUTION

Any dispute about the interpretation or application of this agreement shall be resolved in terms of Clause 17 of the Constitution of Council.


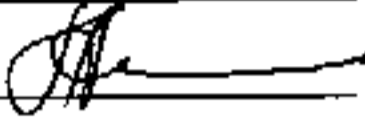
THUS DONE AND SIGNED AT PRETORIA ON THIS THE 14th DAY OF MAY 1998.

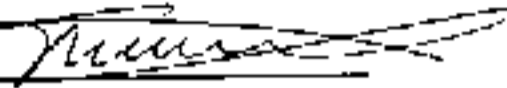
ON BEHALF OF THE EMPLOYER:

<u>ORGANISATION</u>	<u>NAME</u>	<u>SIGNATURE</u>
EASTERN CAPE	E.M. KHUMALO	
KZN DEC	S. NATHAN	
Mpumalanga Dept	A.W. KUTUMELA	
FREE STATE EDUC.	M. W. SEOKE	
APDE	S.M. MANGANE	
GDE	C. BOWEN	
NWED	J.S. MOLALE	
DDES	D. HINDO	



ON BEHALF OF THE EMPLOYEE PARTIES:

ORGANISATION	NAME	SIGNATURE
SAOU	JR PIETERSE	
NAPTOSA FOR ADEK, CATU, CIPA, NATU, NEWETU, OFSTA, OFBATA, NUC, TUATA, SAUKE	M. HENDRICKS	

SADTU	T. W. NKESI	
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Advent



