

COLLECTIVE AGREEMENT

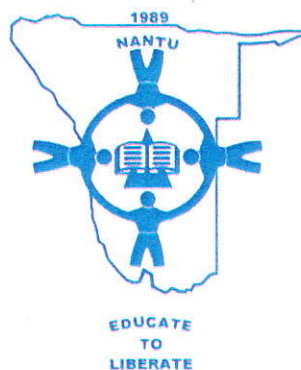
BETWEEN

**THE GOVERNMENT
OF THE
REPUBLIC OF NAMIBIA
(GRN)**



AND

**THE NAMIBIA NATIONAL TEACHERS' UNION
(NANTU)**



1. DEFINITIONS

In this agreement, unless the context otherwise indicates:-

"ministry" means the Ministries of Basic Education and Culture and Higher Education, Vocational Training, Science and Technology;

"staff member" means a staff member as defined in the recognition agreement between the Government and Nantu;

"non-working time" means the time during which staff members are not required to work (i.e. breaks, lunch, etc.).

2. ROLES, FUNCTIONS AND DUTIES OF WORKPLACE UNION REPRESENTATIVE

- 2.1 There shall be at least one workplace union representative at each educational institution who shall have the right to transact union business at the educational institution in accordance with the union constitution, the Labour Act or any relevant collective agreement.
- 2.2 Workplace union representatives shall represent staff members in relation to disciplinary actions taken or about to be taken.
- 2.3 Workplace union representatives shall represent staff members in relation to the termination of contracts of employment.
- 2.4 Workplace union representatives shall receive and attend to complaints and grievances of staff members concerning their employment, and where necessary, report such complaints to the Nantu branch, Nantu regional office or national head office.
- 2.5 The union shall be entitled to make representations to all committees established by the Ministry which deal with conditions of service, educational issues or any other matter of interest to the union.

3. ELECTION OF WORKPLACE UNION REPRESENTATIVES

- 3.1 Elected members of the Nantu school committee shall serve as workplace union representatives in accordance with section 65 of the Labour Act.
- 3.2 Elections for the Nantu school committee shall take place every second year during the first term.
- 3.3 The Ministry shall make available to the union facilities on the premises of each educational institution for the purpose of conducting the school committee elections. Elections shall be held during non-working time, before or after working hours or at such other time as may be mutually agreed upon between the Ministry and the union to ensure that each union member has the opportunity to vote.
- 3.4 If the number of union members in the Nantu bargaining unit at the educational institution is not more than 25, the Nantu school committee chairperson shall serve as the workplace union representative.
- 3.5 If the number of union members in the Nantu bargaining unit at the educational institution is more than 25 but not more than 50, the Nantu school committee chairperson and secretary shall serve as the workplace union representatives.
- 3.6 If the number of union members in the Nantu bargaining unit at the educational institution is more than 50 but not more than 100, the Nantu school committee chairperson, secretary and treasurer shall serve as the workplace union representatives.
- 3.7 The union shall furnish the Ministry in writing with the names of the workplace union representatives as well as committee members at school, branch, regional and national levels, within fourteen (14) days after the election for the purpose of representation and negotiations.
- 3.8 In the event of a vacancy in the position of workplace union representatives, a by-election will be held for the relevant position on the school committee.

4. FACILITIES FOR UNION REPRESENTATION

- 4.1 The Ministry shall grant union office bearers, officials or an authorised representative access to educational institutions

during working hours for the purpose of conducting union business, provided that such activities do not disrupt the academic programme. Notice of such activities shall be given to the Ministry in advance, and such access shall not be withheld unreasonably.

- 4.2 Officials and office bearers of the union or any person acting on behalf of the union shall act in accordance with the agreement and shall have no prescriptive right to enter the offices of the Ministry.
- 4.3 The Ministry shall grant the union facilities on the premises of each educational institution to hold union meetings with its members during non-working time or any other time mutually agreed upon between the Ministry and the union, provided that space is available and the arrangements have been made in advance.
- 4.4 The union shall use demarcated sections of educational institution notice boards for the display of union notices and literature.

5. SECONDMENT

- 5.1 Subject to the provisions of this agreement, staff members who are elected or appointed as full-time office bearers or staff members of the union shall be seconded by the Ministry to the union for a period of not less than one year and not more than three years.
- 5.2 Nantu shall apply in writing for the secondment of any staff member two months in advance of the intended secondment. Such request shall indicate the office or position to which the secondment is sought, a brief description of the intended duties of the seconded staff member and the length of the secondment.
- 5.3 A member of the union so seconded in terms of paragraph 5.1 shall have the right to be assigned to the same or equivalent position upon return to full-time teaching duties, provided, however, that such staff member shall not be denied the right to consideration for promotion upon return to work, provided he or she meets the requirements for the position.
- 5.4 A staff member so seconded shall remain on the establishment of the Ministry.

- 5.5 Liaison between the seconded staff member and the Ministry concerning his or her conditions of employment shall be through the personnel office of the Ministry.
- 5.6 Subject to paragraph 5.7 hereunder -
- 5.6.1 the Ministry shall, in respect of the seconded staff member, continue to -
- (a) Pay the basic salary and allowances which he or she would ~~qualify for under normal circumstances including salary~~ increments based on his or her performance during the year prior to secondment;
 - (b) deduct from the salary and pay the following:
 - (i) social security;
 - (ii) pension;
 - (iii) medical aid scheme; and
 - (iv) housing subsidy or rent allowance, whichever is applicable.
 - (c) Pay over to the Social Security Commission and the Government Institutions Pension Fund all government contributions.
- 5.6.2 Nantu, in turn, in respect of the seconded staff member, shall-
- (a) refund to the Government all the moneys paid to the staff member or on his or her behalf (as in paragraph 5.6.1(b)(i) and (ii) above), prior to the fifteenth day of the month following the month in which the payment was made; and
 - (b) pay directly to the seconded staff member subsistence and related allowances and overtime.
- 5.7 In the event that Nantu fails to refund to the Government any moneys paid to the seconded staff member in terms of paragraph 5.6.2(a) above, the Ministry shall be wholly relieved of its obligations as set forth in paragraph 5.6.1 above. In addition the union shall be obligated to pay interest on the arrears as determined in terms of the Treasury Instructions on the unpaid amount. In the event that the arrears plus interest are paid in full by the union, the Government's obligation under paragraph 5.6.1 shall be reinstated at the end of the month in which such payment has been made.

- 5.8. The staff member involved may retain the whole of any moneys paid to him or her by Nantu.
- 5.9 In the event that the union notifies the Government that it wishes to terminate the secondment prior to the end of the agreed upon term of office, it shall give written notice to the Ministry no less than sixty days prior to the termination of the secondment.
- 5.10 The staff member whose secondment has been so terminated, shall have the right to return to work on a date sixty days following the Ministry's receipt of the notification, unless the parties agree to a different period of time.

6. STOP ORDERS

- 6.1 The Ministry shall deduct union membership fees or subscriptions from the salaries of each union member for whom it holds a proper written authority in the form of a union stop order form signed by the member.
- 6.2 The amount collected at the end of each month shall be sent to the union not later than the 15th of the following month, together with a list of the staff members in respect of whom deductions have been made and the amount of each deduction.
- 6.3 In the event of any change in the rate of union membership fees or subscriptions, the union shall advise the Ministry by written notice signed by the Secretary-General of the union.
- 6.4 The Ministry shall cease making deductions of union membership dues of any staff member no later than three months after receipt of written notification of termination of the stop order from the staff member, together with proof that notification of the said termination has been received by the union.

7. SPECIAL LEAVE TO ATTEND UNION ACTIVITIES

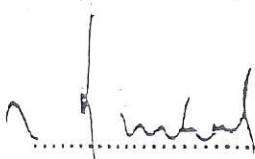
The Ministry shall grant up to twenty-one (21) days paid leave per annum to NANTU committee members to attend activities of the union and training courses, provided that the Union has submitted a request for such leave at least fourteen days in advance and the employer has consented to the leave: Provided

further that the Employer shall not unreasonably withhold its approval.

8. ALTERNATIVE CONDITIONS OF SERVICE


Nothing in this Agreement shall be construed as derogating in any way from the right of the parties to negotiate alternative or special conditions, salary and other relevant matters pertaining to the agreement.

Signed by the Secretary to the Cabinet in the Office of the Prime Minister in Windhoek on this 15th day of July in the year 1997.


SIGNATURE


WITNESS



SIGNATURE
(DEPUTY SECRETARY TO CABINET)


WITNESS

Signed by the President of the Namibia National Teachers' Union in Windhoek on this 18th day of July in the year 1997.


SIGNATURE


WITNESS


SIGNATURE
(SECRETARY GENERAL)


WITNESS