

RECOGNITION AGREEMENT

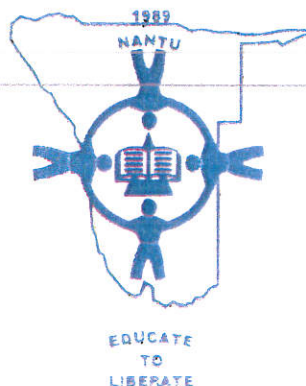
BETWEEN

THE GOVERNMENT
OF THE
REPUBLIC OF NAMIBIA
(GRN)



AND

THE NAMIBIA NATIONAL TEACHERS' UNION
(NANTU)



1. PREAMBLE

The parties to this Agreement have determined -

- (a) and are satisfied that the Union has been mandated by the majority of staff members in the bargaining unit to act as their exclusive bargaining agent;
- (b) to regulate the relations between them in the interest of mutual understanding, co-operation, efficiency, productivity and fostering the educational advancement of all learners in Namibia;
- (c) to ensure the speedy and impartial settlement of disputes and grievances;
- (d) to take steps to ensure that the recognised negotiating procedure is known and understood by all staff members and the Union as well as the Employer at all levels of management and that agreements reached as the result of negotiations are understood by all parties affected.

2. DEFINITIONS

In this agreement, unless the contents otherwise indicates -

"Employer" means the Government of the Republic of Namibia.

"Staff member" means all the staff members in the bargaining unit.

"Bargaining unit" means all the Public Service staff members in the following categories: Teachers at primary and secondary levels, principals as well as educators at colleges and training centres.

"Union" means the Namibia National Teachers Union (NANTU).

"Collective agreement/protocol" means any agreement in writing, the terms of which are negotiated by, entered into and signed by or on behalf of the Employer and the Union.

"Dispute" means a dispute as defined in Section 1 of the Labour Act, 1992 (Act 6 of 1992).

"Exclusive bargaining agent" means an exclusive bargaining agent as defined in Section 1 of the Labour Act, 1992 (Act 6 of 1992).

"Joint negotiating meetings" means meetings between the respective

negotiating teams to negotiate on matters referred to in clause 8.

3. SCOPE OF AGREEMENT

- 3.1 The Employer recognises the Union as the exclusive bargaining agent representing the staff members in the bargaining unit and its right to represent and negotiate on all matters of mutual concern. The Employer undertakes to at all times consult and negotiate with the Union any conditions of employment, remuneration and service benefits.
- 3.2 The Union shall negotiate on behalf of all the staff members in the bargaining unit.
- 3.3 Non-Union members shall be obliged to pay to the Union a percentage of the Union membership fee which is equivalent to the cost of Union representation. The Union shall communicate the percentage to the Employer on an annual basis.

4. RIGHTS

- 4.1 The Employer has the right to conduct its business and manage its operation and in particular the right to appoint, promote, transfer or discharge any staff member, subject to the applicable laws and this Agreement.
- 4.2 The Union has the sole right to represent the interest of all the staff members in the bargaining unit with respect to their rights under this Agreement.
- 4.3 The rights of the parties, subject to this Agreement, will be exercised in a spirit of partnership, sound labour relations and in good faith.

5. COLLECTIVE BARGAINING MACHINERY

- 5.1 It is agreed that separate negotiating teams for the Employer and the Union, respectively, shall be established within one month of this Agreement being signed. Both parties will inform each other in writing of the names of their respective negotiating team members. The principal objective of these teams will be to provide a means of consultation and negotiation between the Employer and the Union. It is agreed that the procedure and conduct of negotiations will be as set out in Appendix 1 to this Agreement which shall form part of this Agreement.
- 5.2 The negotiating teams of both parties should be in a position to take binding decisions within a given mandate from the respective constituencies.

- 5.3 The representatives of the Employer will meet the representatives of the Union at such times as may be agreed upon for the purpose of discussing and negotiating the subjects referred to in clause 8.

6. DURATION OF AGREEMENT

- 6.1 This Agreement shall come into force on the date that the Agreement is signed by both parties and shall remain in force without limitation as to time unless:-

- (a) it is cancelled by mutual agreement between the parties; or
- (b) it is replaced by a new agreement mutually agreed to by the parties; or
- (c) the percentage of employees represented by the Union falls below 50% plus 1 for a continuous period of 6 months in any calendar year; or
- (d) an order is issued by the Labour Court in terms of which the recognition of the Union as the exclusive bargaining agent is withdrawn.

7. COMPLIANCE WITH THE AGREEMENT

The Employer and the Union accept responsibility for compliance with this Agreement and agree to take all possible steps to prevent, or bring to an end, as speedily as possible, any action by the staff members in the bargaining unit or by representatives of the Employer or of the Union, as the case may be, which is at variance with this Agreement.

8. SUBJECTS FOR NEGOTIATION

It is agreed that the subjects for negotiation between the Employer and the Union are as follows:

- (a) Rates of pay including normal and overtime hours, allowances, occupational differentiated adjustments and any bonuses.
- (b) Principles and procedures of appointments, promotions, transfers and discharges.
- (c) Housing.
- (d) Leave and leave pay including public holidays, annual leave, sick leave, maternity leave, study leave, compassionate leave, special leave to attend union activities and all other types of leave.

- (e) Hours of work.
- (f) Uniforms and protective clothing.
- (g) Medical aid schemes.
- (h) Safety measures and health.
- (i) Pension matters.
- (j) Disciplinary and grievance procedures.
- (k) Subsistence and travelling allowances, camp allowances, transfer costs as well as compensation for the use of private transport for official purposes.
- (l) Roles, functions and duties of workplace representatives.
- (m) Facilities for union representation.
- (n) Procedures for the amendment of this Agreement.
- (o) Mechanism to enforce clause 3.3.
- (p) Any other matters relating to terms and conditions of service.

9. VICTIMISATION

- 9.1 In all cases, but subject to existing laws and regulations and the terms of this Agreement, representatives of the Union and representatives of the Employer shall be free to express views without fear that relations between them will be affected in any way by statements made by them in good faith while serving in a representative capacity.
- 9.2 No representative of the Union employed by the Employer shall be victimised for serving in such a capacity. Similarly, no representative of the Employer who is a staff member shall be victimised for serving in such a capacity.

10. AGREEMENTS

- 10.1 All agreements/protocols made by the Employer and the Union in the Joint Negotiating Meetings shall be in writing and signed by both parties.
- 10.2 The Employer shall ensure that copies of such agreements/protocols with the Union are made available to both parties in a quantity to be agreed upon between them.

11. INTERNAL DISPUTES SETTLING PROCEDURE

Where an agreement between the Employer and the Union cannot be reached during the process of negotiations the following internal dispute settling procedures may be invoked by mutual agreement which shall be concluded within 30 days:

- (a) A fact-finding sub-committee may be appointed from both teams.
- (b) Temporary adjournment of the negotiating procedures to -
 - (i) obtain additional information;
 - (ii) consult with experts; and/or
 - (iii) informally consulting each other if there are disputes between individual members of the two teams.
- (c) Mediation by an independent person.

12. ADDRESS AND NOTICES

- (a) Correspondence arising out of this Agreement will be addressed by the Employer to the Secretary-General of the Union and by the Union to the Secretary to the Cabinet of the Republic of Namibia and the Employer and the Union choose their addresses for this purpose as follows:

THE GOVERNMENT (postal): Office of the Prime Minister
P O Box 1117
WINDHOEK
(physical): United House
Corner of Bülow Street and
Independence Avenue
Tel. No. 2873911 Fax No. 225076

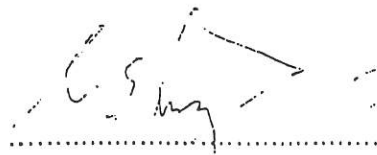
THE UNION (postal): Namibia National Teachers Union
P O Box 51009
KATUTURA
(physical): Tuin Street 7118
Katutura
Tel. No. 262247 Fax No. 261926

- (b) Either party to this Agreement may at any time change its address by notice in writing to the other party provided that the


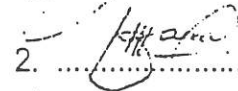
new address is or includes a physical address at which process can be served.


- (c) Any notice given in connection with this Agreement shall -
- (i) be delivered by hand and its receipt acknowledged; OR
 - (ii) be sent by registered post; OR
 - (iii) be sent by fax message to the address chosen by the Employer or the Union.

This agreement was signed by the duly authorised representatives of the parties to the Agreement at Windhoek on this^{2nd}..... day of ..~~October~~.. 19 ⁹⁵ in the presence of the undersigned witnesses.

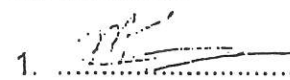
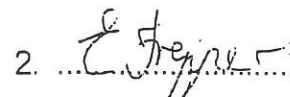

.....
SECRETARY TO THE CABINET
for and on behalf of the Government
of the Republic of Namibia

As witnesses

1. 
.....
2. 
.....


.....
PRESIDENT
for and on behalf of the Namibia
National Teachers Union (NANTU)

As witnesses

1. 
.....
2. 
.....

THE PROCEDURE AND CONDUCT OF NEGOTIATIONS

1. REPRESENTATION

The Employer and the Union will each appoint a team to represent the interests of the Employer and the Union, respectively, in the negotiations. The respective negotiating teams must be empowered to decide on issues under discussion.

2. TEAM COMPOSITION

Each team will consist of not more than one spokesperson/leader and eight representatives.

3. DETERMINING TIME AND VENUE

The spokespersons/leaders of both teams shall jointly determine the time and the venue for negotiations within fourteen (14) days of the request of such a meeting being made from either side.

4. RECORDS OF MEETINGS

The Employer shall provide secretarial services. Only the decisions taken at meetings shall be reflected in the minutes. However, tape recordings of the discussions shall be made and be kept in a safe place by the Employer. The Union may request that copies of the tape recordings be made available to it. Whenever the Employer or the Union so requires, transcripts of tape recordings shall be made available. Each team may have a recording secretary present who is not a member of the team.

5. CAUCUS

Both parties shall have the right to caucus during meetings.

6. DELAYS

Should either side leave the table or break off negotiations without a provisional date for the next meeting having been agreed, the spokespersons/leaders will contact each other within 72 hours in order to jointly find an acceptable date, time and venue for the recommencement of negotiations.

7. REPORTING TO CONSTITUENCIES

Both parties have the right to inform their respective constituencies about progress made during negotiations.

8. PRESS AND MEDIA

The Employer and the Union agree not to issue unilateral statements to the press or other media concerning any negotiations and consultations until the process has been finalised or either party has broken off negotiations, unless otherwise agreed upon by both parties.

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