

RECOGNITION AGREEMENT
BETWEEN
THE GOVERNMENT OF
SWAZILAND
AND
THE SWAZILAND NATIONAL
ASSOCIATION OF TEACHERS

MARCH 1992

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SIGNED RECOGNITION AGREEMENT BETWEEN SNAT AND THE GOVERNMENT OF SWAZILAND

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RECOGNITION AGREEMENT
BETWEEN
THE GOVERNMENT OF SWAZILAND
AND
THE SWAZILAND NATIONAL ASSOCIATION OF TEACHERS
IN MATTERS OF RECOGNITION AND
NEGOTIATING PROCEDURE

1. PREAMBLE

The parties to this agreement have determined:

- a) To regulate the regulations between them in the interests of mutual understanding, co-operation, efficiency and productivity;
- b) To ensure the speedy and impartial settlement of disputes and grievances referred to under clause 12 of the agreement;
- c) To take steps to ensure that the recognised negotiating procedure is known and understood by all employees and all levels of management and that agreements reached as the result of negotiations are understood by all parties.

2. SCOPE OF AGREEMENT

2.1 The Government of Swaziland, c/o Principal Secretary, Ministry of Education and Training, P. O. Box 39, Mbabane (hereinafter referred to as the "Employer"), on satisfaction of the conditions set out in this Agreement affords full recognition to the Swaziland National Association of Teachers, P. O. Box 1575, Manzini provided:-

- a) That it retains, as fully paid up members, not less than 40 % of all employees in the employment of the employer, other than those persons listed as confidential, supervisory and technical staff in the Appendix 1 to this Agreement;
- b) It is registered and remains registered under the terms of the Industrial Relations Act 1980.

2.2 The Association shall not be recognised as a representative body for confidential, technical or supervisory staff listed in the Appendix to this Agreement or for employees who may, from time to time, and after discussion with the Association, be so designated and thereafter listed as such in the Appendix 1.

3. RESERVATION OF RIGHTS

- 3.1 The Employer reserves to itself the sole right to conduct its business and manage its operations and in particular, the right to engage, promote, demote, dismiss and or terminate the service of any employee in accordance with his contract of employment or any collective agreement covering his employment.
- 3.2 The Association reserves the sole right to represent the interests of members of the Teaching Profession covered by this Agreement.

4. COLLECTIVE BARGAINING MACHINERY

- 4.1 It is agreed that separate negotiating teams for the Employer and the Association respectively shall be established within two months of this Agreement being signed; the principal objects of these terms will be to provide a means of consultation and negotiation between the Employer and the Association. It is agreed that the procedure and conduct of negotiations will be set out in Appendix 2 to this Agreement which shall form part of this Recognition Agreement.
- 4.2 **The Employer's negotiating team shall consist of not more than nine representatives nominated by the Employer and the Association's team not more than nine representatives nominated by the Association, all of whom shall be employed or seconded by the Employer.**
- 4.3 The Employer agrees that its nominated representatives will meet the nominated representatives of the Association at such times as may be required for the purpose of discussing and negotiating the subjects referred to in clause 7.1; providing that the Employer shall not be obliged to discuss or negotiate on;
- a) Any question concerning the contract of service of an individual employee;
 - b) Any disciplinary action taken against an individual employee except in a case where the Association can advance reasonable grounds for believing that the action taken was contrary either to the law or to a collective agreement covering the employee or the employee's contract of employment, or that the action raises a question of principle.

- 4.4 The Employer and the Association will advise each other, in writing, of the names of their respective negotiation team representatives within thirty days of their nomination.
- 4.5 Correspondence arising out of this agreement will be addressed by the Employer to the General Secretary of the Association, and by the Association to the Principal Secretary Ministry of Education and Training, respectively.
- 4.6 The Association will advise the Employer, in writing, of the names of the Chairman and General Secretary of the Association within ten days of their election to office.
- 4.7 The Association will inform the Employer of any Association office bearers employed by him.

5. DURATION OF AGREEMENT

- 5.1 This Agreement shall come into force

On the 18th March 1992 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) After the expiration of not less than three months' notice of termination given by one party to the other party; or
 - d) The percentage of employees represented by the Association who are fully paid up members of the Association falls to below 40% for a continuous period of three months in any calendar year, in which case the Employer or the Association may apply to the Industrial court for its cancellation.
- 5.2 In the event of either the Employer or the Association failing to obtain the Agreement of the other party to a proposal to amend or replace the Agreement, either party may refer the matter to the Labour Commissioner as a dispute in terms of Section 50 of the Industrial Relations Act 1980

6. COMPLIANCE WITH THE AGREEMENT

The Association and the Employer 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 members of the Association or representatives of the Employer, as the case may be, which is at variance with this Agreement

7. SUBJECTS FOR NEGOTIATIONS

7.1 It is agreed that the subjects for negotiation between the Employer and the Association are as follows:-

- a) Rates of pay normal and overtime hours and Allowances;
- b) Principles of Engagement and Termination of Service, including Redundancy, Probation, Transfers, Promotion and Housing;
- c) Leave and Leave pay including Public Holidays;
- d) Hours of work;
- e) Sick leave and sick pay;
- f) Uniforms and Protective clothing;
- g) Sickness benefits/ Medical Schemes;
- h) Training;
- i) Safety Measures;
- j) Any other matters affecting conditions of service as may from time to time be agreed to by both parties.

8. FACILITIES FOR ASSOCIATION REPRESENTATIVES

8.1 The Employer may give such access facilities as may be agreed in writing to officials of the Association employed or seconded by the Employer to enable the officials to attend to Association business during working hours, the Employer however reserves the right to withdraw or limit these facilities if they are abused. Provided the access facilities will not be unreasonably withheld.

8.2 The Association recognizes the first responsibility of Officers of the Association who are employed by the Employer is to carry out the duties allotted to them by the employer and they shall not leave work to attend to Association business without permission from their immediate supervisor. This permission will not be unreasonably withheld.

8.3 Officers of the Association on Association business will act strictly in accordance with the procedure and conduct of this Agreement and shall have no prescriptive right – as Officers of the Association to enter Government Offices or to require access to confidential information. These requirements do not apply to these Officers when discharging their normal Government job responsibilities or their rights as Members of the Public.

9. VICTIMIZATION

9.1 In all cases, but subject to existing laws and regulations, representatives of the Association and representatives of the Employer shall be free to express views without fear that relations between them will be affected in anyway by statements made by them in good faith while acting in a representative capacity.

9.2 No representative of the Association employed by the Employer shall be victimized for acting in such capacity nor shall he/ she suffer a reduction in pay for any normal working time lost in dealing with employee grievances subject to his compliance with the provisions of Clause 8 of this Agreement.

9.3 All employees shall be free to choose whether they wish to join the Association or not, and the Association undertakes that it will not exert pressure on any employee to join the Association or victimize or intimidate in any way an employee who may choose not to join them.

10. ESSENTIAL SERVICES

The Association agrees it is aware that, for purposes of this agreement all their members are included under the definition of essential services in accordance with section 65 (6) (a) of the Industrial Relations Act 1980. (IRA 2000 as amended).

11. AGREEMENTS TO BE IN WRITING

11.1 All agreements made by the Employer and the Association in the Joint Negotiating Meetings shall be committed in writing in English and Siswati where necessary and signed by both parties.

11.2 The Employer shall ensure that copies of any agreement with the Association are made available to both parties in a quantity to be agreed between them.

12. COLLECTIVE CLAIMS OR A COLLECTIVE GRIEVANCE

12.1 A collective claim shall mean any claim for an alteration to the existing terms of service affecting all employees or a group of employees covered by this Agreement; a collective grievance shall mean a grievance affecting all employees or a group of employees arising out of employment. Their conditions of employment??

12.2 Any collective claim or collective grievance which the Association wishes to raise with the Employer shall be made in writing and submitted to the Principal Secretary of the Ministry of Education and Training.

12.3 On receipt of the claim or grievance the Employer will take steps to resolve with representatives or the Association as quickly as possible and in any case within 21 days.

12.4 Failing settlement of the claim or grievance within 21 days, a meeting of the Joint Negotiating Team shall be called to discuss the matter, such meeting shall be held within 42 days of the date of claim or grievance was submitted under sub-clause 12.2.

12.5 In the case of any dispute or difference arising between the parties hereto as to the interpretation of this agreement or the rights, duties or obligation of either party hereunder or any matter arising out of or concerning the same, which cannot be settled amicably such dispute shall first be referred to a conciliator agreed by the parties. If any such dispute or difference still cannot be settled it shall be referred to arbitration in accordance with the provisions of the ~~the Arbitration Act No. 24/1904 or any such statute for the time being replacing, extending or modifying the same.~~

Providing that the exemption of the ~~Minister under Section 3 of the Industrial Relations Act 1980~~ which shall be jointly requested by the parties is obtained before the dispute or difference is referred to arbitration.

13. INDIVIDUAL GRIEVANCES

Individual grievances shall be handled in accordance with the provisions of the Teaching Service Regulations.

14. SIGNATORIES TO THE AGREEMENT

THUS DONE AT MBABANE

ON THIS 18TH DAY OF MARCH 1992 FOR THE GOVERNMENT OF SWAZILAND

..... A. SHABANGU.

WITNESSXXXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR THE SWAZILAND NATIONAL ASSOCIATION OF TEACHERS

..... M. F. MASUKU.

WITNESSXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**APPENDIX TO THE RECOGNITION AGREEMENT BETWEEN
GOVERNMENT AND THE SWAZILAND NATIONAL ASSOCIATION OF
TEACHERS**

LIST OF "STAFF" POSITIONS EXCLUDED FROM THE AGREEMENT

NIL

THE PROCEDURE AND CONDUCT OF NEGOTIATIONS

1. Representation

Government, as the employer, and the Association will each appoint a team to represent the interests of the Government and the Association in the negotiations.

2. Team Composition

Each team will consist of not more than:

One (1) Chairman

One (1) Co-Chairman

Seven (7) Representatives

3. Records of Meetings

The first item on the agenda of the first meeting will be the procedure for the production of records (minutes) of the negotiations meetings. The minutes of each meeting will be prepared by the negotiations secretariat and placed as the first item on the agenda of the next meeting; the minutes will be amended or accepted as the true record.

Each team may have a recording secretary present who is not a member of the team.

4. Procedure

All questions relevant to the negotiations will be put through the Chairman of the respective negotiations teams.

5. Without Prejudice

Any articles, proposals or submissions agreed or amended either verbally or forming part of signed minutes during the course of negotiations may be subject to re-introduction during the negotiations prior to final agreement and ratification.

6. Delays

Should either side leave the table or break off negotiations without a provisional date for the next meeting having been agreed, the Chairman of the Government Team or his representative will contact the Chairman of the Association within 72 hours in order to find an acceptable date, time and venue for the recommencement of negotiations.

7. Confidentiality

Any discussion, points of agreement and disagreement during or relevant to the negotiations shall be treated as confidential until the conclusion and final agreement of negotiations.

8. Publicity

During negotiations no public announcement or press release will be made by either side concerning items under discussion unless agreed by both sides.

SNAT CIRCULAR OF THE 24TH MARCH 1992

TO: ALL SCHOOLS

ALL COLLEGES OF EDUCATION

ALL SNAT BRANCHES

ALL MEMBERS OF THE SNAT CENTRAL EXECUTIVE

ALL NATIONAL COMMITTEES OF SNAT

ALL SUBJECT ASSOCIATIONS

Dear Colleagues.

Re: SIGNED RECOGNITION AGREEMENT BETWEEN THE SWAZILAND NATIONAL ASSOCIATION OF TEACHERS (SNAT) AND THE GOVERNMENT OF SWAZILAND

1.0 TEACHERS

1.1 Our office has found it worthwhile to draw the attention of all teachers that fall within the category of the Teaching Service Commission to the implications of the **Recognition Agreement** signed on the **18th March 1992**.

2.0 AGREEMENT

2.1 The Recognition Agreement is an agreement in writing which has been negotiated by the Teachers Representative and the Swaziland Government (i.e. SNAT and the employer) and which contains terms and conditions of employment and procedures for grievances and settlements of disputes.

However this agreement so far details the issues that the two parties can negotiate and not yet how the issues are going to be handled. A collective agreement on the issues will be negotiated soon and signed.

2.2 In matters relating to the agreement SNAT represents all teachers and they act through SNAT not individually. This means that for all issues that teachers, head-teachers, principals, subject associations and service associations feel affect their respective terms of conditions as contained in the agreement should be channeled through the Swaziland National Association of Teachers. The employer under this agreement is not supposed to entertain negotiations from the people above on issues contained in the agreement. The above teachers and

associations are urged to observe this otherwise it may lead to the breach of the agreement.

- 2.3 The terms and conditions of employment in the agreement are part of the teachers individual contract.
- 2.4 All members of the Teaching Service, whether or not they are members of SNAT, are covered by the agreement and must abide by its provisions.
- 2.5 By belonging to SNAT and participating in its activities, individuals can contribute and influence the policies of SNAT, including those related to the agreement.
- 2.6 The agreement cannot provide terms or conditions of employment less favourable than those provided by law.

3.0 THE SWAZILAND NATIONAL ASSOCIATION OF TEACHERS

- 3.1 As the collective employee Representative, SNAT is the **Exclusive Bargaining Agent** and has the authority to negotiate a collective Agreement which contains terms and conditions of employment **for all members of the teaching service** whether or not they are members or belong to SNAT.
- 3.2 SNAT must have a constitution which complies with the provisions of the IRA section 26 19. This has been fulfilled by SNAT.
- 3.3 SNAT should earn the required membership. Individuals have the right not to be members.