



Ministry of Civil Service and Administrative Reforms

09 January, 2013

Circular Letter No. 2 of 2013

E/439/27/80/01

From: Senior Chief Executive, Ministry of Civil Service and Administrative Reforms

To: Supervising Officers i/c of Ministries/Departments

Specimen Procedure Agreement

The Employment Relations Act (ERA) 2008 provides for the effective recognition of the right to collective bargaining which is a voluntary mechanism for regulating terms and conditions of employment. In this context, Ministries/Departments are required, under Section 51 of the Act, to draw up and sign a 'Procedure Agreement' with their recognized trade unions or group of trade unions or joint negotiating panel.

2. Guidelines for the enforcement of the ERA 2008 and a Specimen Procedure Agreement were enclosed in this Ministry's Circular Letter No. 27 of 2009.

3. However, the Specimen Procedure Agreement has been reviewed following representations received from federations of the civil service unions. A copy of the revised Specimen Procedure Agreement is herewith enclosed for your guidance.

4. Accordingly, each Ministry/Department is advised to devise a Procedure Agreement according to its specificity. Before signing the Procedure Agreement, it is desirable that the following steps be carried out:

Step I

Ministries/Departments should identify trade unions to which they have given recognition;

Step II

An appropriate forum be set up for consultations/discussions to be held with the recognized trade unions with a view to reaching a consensus on the items to be captured under the Procedure Agreement.

Step III

Following consensus reached on the proposed Procedure Agreement, necessary arrangements be made, as early as possible, for the signing of the Procedure Agreement.

5. Heads of Ministries/Departments are advised to bring the contents of t
Circular Letter to the attention of all officers in their respect
Ministries/Departments.



(S. Seebaluck)
Senior Chief Executive

Copy to:- Secretary to Cabinet and Head of the Civil Service

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PROCEDURE AGREEMENT

PARTIES TO THE AGREEMENT

This Agreement is made on the day of201.., between

Organisation:

.....

AND

Trade Union:

.....

1. DEFINITION OF TERMS

In this Agreement:

The Organisation	refers to <i>[name of organisation]</i>
The Trade Union	refers to <i>[name of the Trade Union having negotiating rights]</i>
The Joint Negotiating Panel	refers to <i>[two or more Trade Unions having negotiating rights]</i>
Bargaining Unit	refer to <i>[workers or classes of workers, whether or not employed by the same employer, on whose behalf a collective agreement may be made]</i>
Staff	refers to <i>[employees in the relevant Bargaining Unit of the Organisation]</i>

2. COMMENCEMENT DATE

This Agreement is effective as from *[date]*

3. PROMOTION OF EMPLOYMENT RELATIONS

The spirit and intention of this Agreement is to further consolidate relations between the organisation and its employees duly represented by the Union/s and to provide

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methods and procedures to resolve by collective bargaining or joint consultation matters affecting employees within the scope of this Agreement.

This Agreement sets out the procedure which will regulate the relationship between the two parties who acknowledge hereby their common interest in achieving reasonable solutions to any problem which may arise between them and in working co-operatively towards the agreed aims and objectives of the organisation and in maintaining good employee/employer relations.

The parties to this Agreement meeting together, in free and voluntary association to determine and afterwards to regulate the relations between them in the interest of mutual understanding and co-operation.

4. RECOGNITION AND SCOPE

The parties recognise that it is vital to good employee/employer relations for the workforce to be properly represented by the recognised Trade Union. Furthermore, both parties believe that a truly representative and effective Trade Union will enhance employee/employer relations.

The Organisation recognises the Trade Union/the Joint Negotiating Panel as bargaining agent for employees in the grades of
for the purpose of collective bargaining with regard to the following:

- (i) Negotiating rights
- (ii) Facilities for Trade Union Office Bearers in relation to Trade Union activities
- (iii) Establishment of a minimum service
- (iv) Access to workplace
- (v) Access to information
- (vi) Safety and Health
- (vii) Equal Opportunities
- (viii) Rotation of Staff
- (ix) Proposed Scheme of Service (Job Descriptions and Job Content)
- (x) Restructure and Reorganisation
- (xi) Welfare of staff
- (xii) Any changes to this Agreement
- (xiii) Any such other matter as may be agreed upon by parties to the agreement.

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5. ORGANISATION FUNCTIONS AND RESPONSIBILITIES

- (i) The parties agree that the Organisation shall have the prerogative to conduct its business and manage its operations in accordance with existing legislation, rules and regulations and, where applicable, to consult trade unions before making a decision.
- (ii) In order to promote good employee relations, the Organisation shall, as far as possible, afford the Union all reasonable facilities at the work place, appropriate to the circumstances.
- (iii) The Organisation shall not interfere in the establishment, functioning or administration of the trade union.

6. UNION FUNCTIONS AND RESPONSIBILITIES

The Union agrees to notify the Organisation in writing of the names of all accredited representatives at the earliest possible opportunity (and keep this information up to date) and to notify the Organisation of any subsequent change. Persons whose names have been notified to the Organisation shall be the sole representatives of the Union.

7. NEGOTIATING BODY

- (i) The Union and the Organisation agree to constitute themselves into a Negotiating Body for the purpose of bargaining.
- (ii) The Negotiating Body shall be composed of such number of representatives from either side, as may be agreed upon by both parties.
- (iii) On the basis of mutual agreement, the Union or the Organisation may co-opt other representatives.
- (iv) The Negotiating Body shall be chaired by the Supervising Officer in charge of the Organisation or any other officer designated by him but who should not be below the rank of Principal Assistant Secretary.
- (v) The Negotiating Body shall meet once every two months or as often as may be required.
- (vi) Either party may request a meeting of the Negotiating Body by giving written notice to the other party stating the reasons thereof and specifying the issues to be discussed at that meeting.

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- (vii) The parties shall, at the earliest possible, mutually agree on the date and time of the meeting.
- (viii) The proceedings of the meetings shall be kept on record in writing and in such manner that they faithfully reflect the deliberations of the Negotiating Body.
- (ix) These records shall be circulated within three weeks among members of the Negotiating Body and shall be approved at any subsequent meeting.
- (x) Any agreement reached at the level of the Negotiating Body shall bind the Organisation and the Union(s) and shall, in the absence of any specified date of implementation, be executed as early as possible and in any case not later than 30 days, of the agreement unless otherwise agreed between the parties.
- (xi) The Negotiating Body shall conduct its business as usual even in cases where two or more Unions decide, as provided for under section 37 (3) of the Employment Relations Act (ERA) 2008, to constitute a joint Negotiating Panel and be recognised as such.

8. TIME - OFF FACILITIES

- (i) The Organisation agrees that employees, who, as accredited representatives of the Union, attend meetings convened by the Organisation, shall suffer no loss of pay for attending any such meeting during working hours.
- (ii) The Organisation hereby agrees to give reasonable time off to office bearers to attend conferences, conventions, seminars or for the purpose of any other function related to or appertaining to their position in the Union, subject to the exigencies of the service, upon being given prior reasonable notice. As regards training courses, conferences and seminars abroad, time-off shall be granted in accordance with the relevant parts of the Human Resource Management Manual.
- (iii) The Organisation hereby agrees to grant time off facilities to Office Bearers of the Union as follows -

.....(to be guided by section 42 of ERA 2008 as per Appendix I)

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9. CHECK - OFF

The Organisation agrees to a check-off system provided that in the case of deduction from salaries/wages for this purpose or in case of cessation of deduction, the employer shall receive written authority from the individual employees as per Forms A and B at Appendices II and III respectively.

Other conditions regarding check-off shall be in conformity with Sub Part C of Part V of the ERA.

10. PROCEDURE FOR THE RESOLUTION OF INDIVIDUAL/COLLECTIVE GRIEVANCES/ APPREHENDED DISPUTES

STAGE I

(i) Individual Grievances

In the event of any employee having a grievance:

- (a) the issue may be raised first by the employee, verbally or in writing, directly concerned and/or by his union directly, with the line manager, who shall attempt to settle it within (indicatively seven) working days, or a mutually agreed period of time;
- (b) if unresolved, the issue may be raised by the employee directly concerned and/or by his union, with the Supervising Officer/ Responsible Officer, who shall attempt to settle it within (indicatively ten) working days or a mutually agreed period of time; and

(ii) Collective Grievances/Apprehended Dispute

In the event of there being a grievance or apprehended dispute affecting some or all employees, the issue should in the first instance, be reported to the Supervising Officer/ Responsible Officer of the Organisation concerned.

STAGE II- [applicable to part (i) and (ii) of Stage I]

- (i) The parties shall have meaningful negotiations during a period not exceeding 90 days or such longer period as may be agreed in writing.
- (ii) At any time during that period but not later than 20 days before the expiry of the 90 days, or such longer period as may be agreed in

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writing, any party may seek the assistance of the Conciliation Service provided by the Ministry of Civil Service and Administrative Reforms.

- (iii) Any agreement reached during conciliation will have the effect of a Collective Agreement. The Collective Agreement should be registered within 30 days of the signing of that agreement with the Employment Relations Tribunal (ERT) and the Ministry of Labour, Industrial Relations and Employment.

STAGE III

If there is no agreement at Stage II:

- (i) provided both parties agree, they may refer the dispute for voluntary arbitration to the ERT or to an arbitrator appointed by them;
- (ii) at any point in time during the 90 days' negotiation period should a deadlock be reached, any party may report the dispute to the Commission for Conciliation and Mediation (CCM).

11. VARIATION OF A COLLECTIVE AGREEMENT

- (a) A Collective Agreement may be varied –
 - (i) in such manner and as a result of the occurrence of such circumstances as are provided for in the agreement;
 - (ii) where there is a substantial change of circumstances which warrants such variation.
- (b) Either party (the Union or the Organisation) may make proposals to the other party for amendments to an existing agreement or for a new agreement on any issue falling under the purview of this Procedure Agreement.
- (c) Negotiations will start within 30 days after the full and complete proposal of points for discussions would have been submitted by both parties and the latter will endeavour to reach agreement within a period of three months from the exchange of proposals, subject to extension by mutual consent.

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12. STRIKE AND LOCK OUT

CONTINUITY OF SERVICES

The Union agrees that, in the event of a strike, services which are considered to be essential shall be maintained and shall not be disrupted or interrupted. A minimum service consisting of..... [*the Organisation and the union to decide and agree as to the specificity of each Organisation*] should be maintained.

13. GENERAL PRINCIPLES - DISCIPLINARY PROCEDURES AND OTHER MATTERS

Both the Organisation and the Union acknowledge that:

- (a) all employees have obligations towards the Organisation, as well as rights, and that existence of trust is essential to a continued relationship between employer and employee;
- (b) Management shall undertake to remind employees from time to time about specific standards of work and conduct, particular obligations and responsibilities as well as rights, as the need arises, provided that the Union understands and agrees that employees shall be deemed at all times to know their rights and obligations; and
- (c) it is the duty of Management to prevent any undisciplined behaviour from disturbing the smooth running of the service. Where an employee's work, conduct and attendance are reported to be unsatisfactory, the relevant provisions of the Public Service Commission Regulations, as subsequently amended, shall apply.

14. DURATION OF AGREEMENTS

This Procedure Agreement, which binds the Organisation and the Union, shall be effective as from the date of signature.

This Agreement may by mutual consent, be varied by both parties and where there is no agreement on the variation, any party may refer the matter to the ERT which shall make such order as it thinks fit.

No claim for a variation of this Procedure Agreement shall be lodged before the ERT by the parties before the expiry of a period of 12 months commencing on the date of the coming into force of the agreement, unless there is change in the circumstances that warrants such variation.

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The implementation of this Agreement shall be subject to any ensuing amendment to any relevant Employment Legislations.

Signed this day of

Made in two (2) originals

For and on behalf of the Organisation

For and on behalf of the Union

.....

.....

.....

.....

.....

.....

Extract From ERA 2008

42. Time-off facilities

- (1) An officer or a negotiator shall be granted reasonable time-off without loss of pay for the purposes of performing his trade union functions and activities, subject to the exigencies of his employment and in a manner which does not impair the smooth operation of his workplace.
- (2) A procedure agreement shall, as far as possible, stipulate the extent, duration and conditions of paid time-off, taking into consideration -
 - (a) the size of the trade union to which the officer or the negotiator belongs and the type and volume of activities carried out by the trade union;
 - (b) the additional responsibilities of an officer or negotiator of trade union at the level of a federation or a confederation.
- (3) The agreement for a time-off facility shall be for a period of not less than 24 months.
- (4) Subject to subsection (2), an application for time-off under this section shall be made to the employer within a reasonable time and approval by the employer shall not be unreasonably withheld.

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Appendix II

FORM A

(Check-off Admission as per Part V Sub Part C of ERA)

APPLICATION FORM FOR DEDUCTION OF TRADE UNION FEE:

The Officer in Charge
Finance Section
Ministry/Department

I,.....

hereby authorise you to deduct from my wages/salary each month and pay to the
.....

(Union) Rupeesbeing the amount
of the monthly subscription to the Union, the first deduction to be made from my
wages/salary as from (date).....

I understand that this authority can be revoked by the submission to you of a
withdrawal form signed by me, in accordance with section 45 (c) of the Employment
Relations Act.

Signed:.....

Occupation:.....

Date:

Explained and Witnessed by

..... Union Representative

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Appendix III

FORM B

(Check-off Withdrawal as per section 45(c) of ERA)

APPLICATION FORM TO CEASE DEDUCTION OF TRADE UNION FEE

The Officer in Charge
Finance Section
Ministry/Department

I,.....

hereby request you to cease deduction from my wages/salary of the sum of
Rs.....representing my
monthly Trade Union fee to (Union)
with effect from (date) as per the rules of
Trade Union.

Signed:
.....

Occupation:
.....

Copy to..... [Union]