

APPENDIX "A"

COLLECTIVE AGREEMENTS

1. All Parties to SARPBAC accept the principle of centralized bargaining.
2. The Parties agree that the National Bargaining Forum shall be the sole forum for negotiating Collective Agreements on Substantive Conditions of Employment applicable to individuals in the Bargaining Unit.
3. Collective Agreements in relation to non-substantive matters of mutual interest may be negotiated and concluded in the Central Committee.
4. Any Collective Agreement concluded by SARPBAC shall bind the Parties to SARPBAC and their members, as also any other parties to whom the provisions of such Agreement are extended in accordance with the provisions of Section 32 of the Act.
5. No Employer which is bound by the terms of any Collective Agreement concluded by SARPBAC shall be compelled by industrial action, litigation or otherwise to negotiate on matters contained in such Collective Agreement at any other level during the currency of such Agreement.
6. Working Conditions shall not be subject to collective bargaining within SARPBAC and/or the National Bargaining Forum.
7. Existing Agreements relating to Substantive Conditions of Employment that bind Employers seeking membership of an Employers' Organisation that is party to SARPBAC or to whom such Agreements might be extended shall continue to apply until such time as a Main Agreement, dated after the date on which the employer joined the said Employers' Organisation, is amended or concluded in the National Bargaining Forum.
8. The following procedure shall apply to negotiations:
 - 8.1. The Central Committee shall, from time to time, determine the timetable for negotiations in the National Bargaining Forum.
 - 8.2. The National Bargaining Forum shall comprise fifteen (15) Representatives nominated by the Employers and fifteen (15) Representatives nominated by the Trade Unions that are party to SARPBAC.
 - 8.3. The travel, accommodation and meal costs incurred as a result of the participation of the above Representatives at a meeting of the National Bargaining Forum shall, on an agreed basis, be borne by SARPBAC.

- 8.4. SARPBAC may, by unanimous vote, increase or otherwise vary the total number of Representatives on condition that the total number of Representatives of Employers and Employees on the National Bargaining Forum shall always be equal.
- 8.5. A maximum of five (5) observers from the Employers Parties and a maximum of five (5) observers from the Trade Union Parties may attend meetings of the National Bargaining Forum. Such observers will have full caucus rights, but will not be either spokespersons or have any voting rights.
- 8.6. The travel, accommodation and meal costs incurred as a result of the participation of the above observers at a meeting of the National Bargaining Forum shall be for the account of the Party which the specific observer(s) represents.
- 8.7. Negotiation meetings of the National Bargaining Forum shall be chaired by the Chairperson or, in his absence, by the Vice-Chairperson of SARPBAC.
- 8.8. Prior to the commencement of negotiations, Parties shall formulate lists of agenda items (proposals) to be tabled for negotiation at the National Bargaining Forum.
- 8.9. Such lists of agenda items are to be forwarded, in writing, to the General Secretary via registered post, facsimile, email or hand delivered to reach him no later than thirty (30) days prior to the scheduled date of commencement of negotiations.
- 8.10. The General Secretary must, within two (2) working days of receipt of any list of agenda items, provide all other Parties with copies of all such lists.
9. Should the Parties fail to conclude a Collective Agreement, matters in dispute may be addressed in accordance with the dispute resolution procedures provided for in the Constitution.
10. Collective Agreements concluded by a majority of the Trade Union Parties to SARPBAC and a majority of Employers' Organisations to SARPBAC bind all Parties to SARPBAC and their members as well as all Employers and Employees bound in law by such Collective Agreements.