RESOLUTION NO 5 OF 2001

AMENDMENTS TO RESOLUTION 7 OF 2000 (IMPROVEMENT IN THE CONDITIONS OF SERVICE OF PUBLIC SERVICE EMPLOYEES FOR 2000/2001 FINANCIAL YEAR)

The employer and employee parties agree on the terms set out below:

1. OBJECTIVES:

1.1 To establish processes to develop new, more equitable benefits, career paths and pay progression for all employees in the public service.

1.2 To establish a framework for restructuring in the public service.

1.3 To provide for the annual wage increase for public service employees for the 2000/2001 financial year.

2. APPLICATION

2.1 This agreement applies to the employer and employees:

a) who are employed by the State; and

b) who fall within the registered scope of the PSCBC.

3. MEDICAL AID RESTRUCTURING:

3.1 A joint task team of employer and employee parties shall be established to investigate:

a) mechanisms to introduce collective buying power;

b) extending medical assistance to all employees in the public service;

c) the feasibility of capping and/or de-linking the present medical aid contribution from the medical price index;

d) administrative mechanisms to control and manage costs for the employer and employee;

e) measures and resources for the treatment of HIV/AIDS in respect of affected employees and their dependants;

f) how medical aid schemes can strengthen the public health system in the country; and

g) post retirement medical aid.

3.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

4. POLICY ON HIV/AIDS:

4.1 A joint task team of employer and employee parties shall be established to investigate:

a) the development of an HIV/ AIDS policy;

b) the elimination of discrimination against people living with HIV/ AIDS; and

c) the development of appropriate training and materials for people who work with those affected by HIV/ AIDS.

d) counselling systems for employees who care for people who are HIV positive and those living with AIDS.

4.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

5. HOUSING AND ACCOMMODATION RESTRUCTURING:

5.1 A joint task team of employer and employee parties shall be established to investigate:

a) possibilities on how the employer's collective buying power can be harnessed to obtain better and affordable arrangements with financial institutions. Further,

to develop criteria for the evaluation of financial institutions that will provide mortgage bonds for public servants;

b) measures to address the needs of the low-income and rural-based employees together with those based in tribal trust land, inner city and peri-urban areas as far as the housing benefit is concerned;

c) measures to enable new employees with a continuous twelve-month period of service to obtain a housing subsidy;

d) all allowances related to housing and accommodation with a view of extending the same to all employees;

e) the current accommodation benefits provided by the employer; and

f) the possible use of individual's actuarial value with the Government Employee Pension Fund (GEPF), to be accessed for collateral purposes.

5.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

6. PENSION RESTRUCTURING:

6.1 A joint task team of employer and employee parties shall be established to investigate:

a) advantages and disadvantages of the present system in relation to a Pay as You Go (PAYG) and any other pension system;

b) a reduction in the employer's contribution to the Government Employees Pension Fund (GEPF) to an agreed percentage with a view to agreeing how the funds will be used. This could include using funds accrued from such reduction towards the development of social services in general and job security in particular.

c) the implications of the alleged mismanagement of the Venda pension fund on the affected employees; and

d) the buying back of pensions at favourable rates to assist those employees who were previously denied access to the pension fund or who lost their pensionable service as well as all employees who were disadvantaged by collective agreements.

6.2 The joint task team shall complete its work by 31st May 2001 and submit developed recommendations to the PSCBC for negotiation by 15th June 2001.

7. LEAVE:

7.1 Annual leave:

a) The annual leave dispensation in this agreement shall provide a framework that may be further refined, subject to service delivery requirements of any sector.

b) Employees shall accrue leave days per annual leave cycle, which shall be granted according to Annexure A.

c) A period of 10 working days leave per annual leave cycle shall be a compulsory requirement. The utilisation of this leave must take into account sectoral service delivery requirements.

d) The remaining days shall be utilised within an 18 month period. All remaining unused leave shall fall away thereafter. However, where leave due is not taken due to the employer's service delivery requirements, such leave shall be paid at the end of the 18 month period.

e) The departments shall not unreasonably refuse to grant leave to employees who apply, taking into consideration service delivery requirements. Any refusal must be confirmed in writing.

7.2 Annual leave accruals and leave payouts:

a) The cash value in respect of unused annual leave credits shall be payable at termination of service.

b) For purposes of leave payouts, employees shall be paid a maximum of 22 days. Where the days are more than 22 Annexure A applies.

7.3 Payout of annual leave accrued before 1st July 2000:

a) Employees, who in terms of the dispensation applicable prior to 1st July 2000, have earned audited leave accruals in terms of that dispensation, shall retain the same. The employer shall pay such accrued leave on:

   i) death;

   ii) retirement; or

   iii) medical boarding.

b) Parties to the PSCBC shall negotiate the method of calculating the value and payment of the audited accrued leave.

c) Where there are no records an audit shall be conducted by the employer in order to determine whether there are periods which are audited or unaudited. Should there be a period which is not audited and a period which is audited

then the leave payout shall be paid on the basis of 6 days per completed year of service up to 100 days for unaudited leave, plus the value of the audited leave.

d) The employer shall allow employees to utilise their accrued leave credits accrued prior to 1st July 2000. Departments shall develop procedures and measures to ensure that accrued leave is utilised in a manner that does not detrimentally affect service delivery.

7.4 Normal sick leave:

a) Employees shall be granted 36 working days sick leave with full pay in a three-year cycle.

b) The employer shall require a medical certificate from a registered medical practitioner if three or more consecutive days are taken as sick leave.

c) Practitioners shall, for this purpose, include all practitioners as defined by the Health Professionals Council of South Africa (Medical and Dental Practitioners).

d) An employee shall produce a medical certificate at the request of the employer where a pattern has been established.

e) Unused sick leave credits shall lapse at the end of a three-year cycle.

7.5 Disability management leave:

7.5.1 Temporary disability leave:

a) An employee whose normal sick leave credits in a cycle have been exhausted and who, according to the relevant practitioner, requires to be absent from work due to disability which is not permanent, may be granted sick leave on full pay provided that:

i) her or his supervisor is informed that the employee is ill; and

ii) a relevant registered medical and/or dental practitioner has duly certified such a condition in advance as temporary disability except where conditions do not allow.

b) The employer shall, during 30 working days, investigate the extent of inability to perform normal official duties, the degree of inability and the cause thereof. Investigations shall be in accordance with item 10(1) of Schedule 8 in the Labour Relations Act of 1995.

c) The employer shall specify the level of approval in respect of applications for disability leave.

7.5.2 **Permanent disability leave:**

a) Employees whose degree of disability has been certified as permanent shall, with the approval of the employer, be granted a maximum of 30 working days paid sick leave, or such additional number of days required by the employer to finalise the process set out in (b) and (c) below.

b) The employer shall, within 30 working days, ascertain the feasibility of:

i) alternative employment; or

ii) adapting duties or work circumstances to accommodate the disability.

c) If both the employer and the employee are convinced that the employee will never be able to perform any type of duties at her or his level or rank, the employee shall proceed with application for ill health benefits in terms of the Pension Law of 1996.

7.6 **Leave for occupational injuries and diseases:**

a) Employees who, as a result of their work, suffer occupational injuries or contract occupational diseases shall be granted occupational injury and disease leave for the duration of the period they cannot work.

b) If an employee suffers a work-related injury as a result of an accident involving a third party, the employer may grant her or him occupational injury and disease leave provided that the employee:

i) brings a claim for compensation against the third party; and

ii) undertakes to use compensation (in terms of the Compensation for Occupational Injuries and Diseases Act of 1993) received to recompense as far as possible for the costs arising from the accident.

c) The employer shall be obliged to take reasonable steps to assist an employee to claim compensation according to (b) above.

7.7 **Parental leave:**

7.7.1 **Maternity Leave:**

a) An employee shall receive four months paid maternity leave for each confinement.

b) If an employee has utilised all her maternity leave, and wishes to extend the leave as a result of complications, she shall:

i) utilise available vacation leave; and/or

ii) receive up to 184 days of unpaid leave; and/or

iii) utilise any sick leave due to her.

c) An employee who experiences a miscarriage, still birth or termination of pregnancy after starting paid maternity leave:

i) shall be entitled to 6 weeks paid leave; and

ii) thereafter she may utilise sick leave for days taken off as a result of the miscarriage, still birth or termination of pregnancy.

7.7.2 <u>Adoption leave</u>:

a) An employee who adopts a child who is younger than two years shall qualify for adoption leave to a maximum of 45 working days. Thereafter the provisions of 7.7.1 (b) (i) and (ii) shall apply.

b) If both spouses or life partners are employed in the public service, both partners will qualify for adoption leave provided that the combined leave taken does not exceed the 45 days in (a) above.

7.7.3 <u>Family responsibility leave</u>:

a) Employees shall be granted 3 days leave per annual leave cycle for utilisation if:

i) the employee's spouse or life partner gives birth to a child; or

ii) the employee's child, spouse, or life partner is sick.

b) Employees shall be granted 5 days leave per annual leave cycle for utilisation if:

i) the employee's child, spouse or life partner dies; or

ii) an employee's immediate family member dies.

c) The amount of family responsibility leave taken according to (a) and/or (b) above shall not exceed 5 days, unless special circumstance warrant further leave at the discretion of the employer.

d) Employees who have used all their family responsibility leave shall:

i) use available vacation leave; and/or

ii) use up to 84 days of unpaid leave.

7.8 Special leave:

a) The employer shall negotiate a policy in the relevant sectoral bargaining council.

b) This policy shall indicate:

i) the circumstances or responsibilities under which the employer shall authorise special leave with full pay;

ii) as far as possible, events for which the employer shall not provide such leave.

c) The policy may provide paid leave for such requirements such, as study, examinations, military service, re-settlement due to a transfer, collective bargaining or other labour-relations requirements, participation in sports, sabbaticals where appropriate, or any other purpose.

7.9 Leave for office bearers or shop stewards of recognised employee organisations:

a) Office bearers or shop stewards of recognised employee organisations shall receive up to 10 days paid leave per annum for activities related to her or his union position.

7.10 Unpaid leave:

a) If an employee has utilised all her or his paid vacation leave, the employer may grant her or him unpaid vacation leave. Only in exceptional cases shall the employer grant more than 184 days of unpaid vacation leave in a period of 18 months.

b) An employee shall utilise unpaid leave for absence from work due to:

i) arrest, imprisonment or appearance in court on a criminal charge that leads to a conviction; or

ii) a criminal sentence.

8. PAY PROGRESSION:

8.1 The parties shall develop and finalise a new pay progression system by 1st July 2001. The agreed new pay progression system shall replace rank and leg promotions.

8.2 The employer shall fund research, development and related costs in respect of a new pay progression system.

8.3 The parties shall set up career paths for every occupation, which shall define:

a) grounds for promotion to higher salary levels, which must include both an improvement in competencies and good performance;

b) the grounds for movement into occupations on the same salary level;

c) competencies required for each salary level;

d) procedures to assess employees' competencies at each salary level; and

e) other requirements for promotion.

8.4 The present rank and leg promotion system shall be terminated by 1st July 2001 or earlier if a new pay progression system is agreed to before that date.

8.5 Educators shall receive a once-off, non-pensionable bonus of R850-00 in addition to the annual general salary increase.

8.6 Employees, including educators, shall receive R850-00 across the board if a pay progression system is not agreed to and implemented by 1st July 2001. If a pay progression system is not agreed to in subsequent years the amount of R850-00 shall be increased according to inflation (consumer price index).

8.7 The backlog of rank and leg promotions shall be paid within a period of 3 ½ years or earlier. In this regard the most adversely affected groups shall be prioritised in Sectoral Councils.

8.8 The parties shall establish training programmes that enable employees to obtain relevant competencies.

8.9 The employer shall provide sufficient funds per sector for research to assist in the definition of career paths.

8.10 Each sector shall define the competencies required for each level in career paths, taking into account new policies and service requirements.

8.11 Sectoral councils shall submit regular progress reports to the PSCBC regarding the development of the new pay progressing system "

9. COMMON PAY DATE FOR PUBLIC SERVANTS:

9.1 A joint task team of employer and employee parties shall be established to investigate the possibility of such a pay date in the different sectors.

9.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

10. PAYMENT OF BIRTHDAY BONUS:

10.1 Employees whose birthdays fall between January and March of each year shall receive their 13th cheque on their birthday month and not in April of each year.

10.2 The above shall be phased in over a period of 3 years.

11. PAYMENT OF 13TH CHEQUE TO EMPLOYEES:

11.1 The 13th cheque shall be equal to one month's salary and all contribution obligations on the parties in this regard shall lapse.

12. WAGE INCREASE FOR 2000/2001 FINANCIAL YEAR:

12.1 The annual wage increase for the 2000/2001 financial year shall be an average of 6.5% of which 0.5% shall be paid on a sliding scale according to Annexure B.

13. IMPLEMENTATION DATE:

13.1 The implementation date of this agreement shall be 1st July 2000.

14. DISPUTE RESOLUTION:

14.1 Disputes about the interpretation or application of this agreement shall be dealt with according to the dispute resolution procedure of the PSCBC.

15. PUBLIC SERVICE RESTRUCTURING:

15.1 The Presidential Jobs Summit that was convened to address the growing scourge of job losses, directed that all sectors convene sectoral job summits as a matter of urgency.

15.2 The parties hereby commit themselves to the urgent convening of the public service jobs summit by no later than 31 January 2001.

15.3 All matters related to the role, the size and future of the public service shall be deliberated upon and agreed during the jobs summit process.

THIS DONE AND SIGNED ATCENTURION ON THIS 27TH DAY OF JULY 2001

ON BEHALF OF THE STATE AS EMPLOYER

	Name	Signature
State as employer		

ON BEHALF OF EMPLOYEE PARTIES

Employee party	Name	Signature
DENOSA		
HOSPERSA		
NAPTOSA		
NUPSAW		
NPSWU		
NEHAWU		
PAWUSA		
POPCRU		
PSA		
SADTU		
SAPU		
SAOU		

THIS DONE AND SIGNED AT CENTURION

OF THIS 27 DAY OF JULY 2001

ON BEHALF OF THE STATE AS EMPLOYER

	Name	Signature
State as employer	Manoko Nchwe	

ON BEHALF OF EMPLOYEE PARTIES

Employee party	Name	Signature
DENOSA	[redacted]	[redacted]
HOSPERSA		
NAPTOSA		
NUPSAW		
NPSWU		
NEHAWU	Pulie Pamoelse	Pamoelse
PAWUSA		
POPCRU		
PSA	HN DE CLERCQ	
SADTU	T. W. NXESI	
SAPU	M.R. MONAHENG	
SAOU		