

RESOLUTION NO 15 OF 2002

AMENDMENTS TO PSCBC RESOLUTION 7 OF 2000 AND PSCBC RESOLUTION 5 OF 2001: LEAVE MATTERS

1. SCOPE

1.1 This agreement binds:

- (a) the employer;
- (b) the employees of the employer who are members of the trade union parties to this agreement; and
- (c) the employees of the employer who are not members of any trade union parties to this agreement, but who fall within the registered scope of Council.

2. AGREEMENT

2.1 The parties agree that the PSCBC Resolution 7 of 2000 and PSCBC Resolution 5 of 2001 be amended as follows:

3. CAPPING OF LEAVE DURING TRANSITIONAL PERIOD

3.1 As a once off arrangement, the 50% leave entitlement, or any portion thereof, which was due to employees for the period 1 July 2000 to 31 December 2000, and which could not be utilised before 30 June 2001 shall be added to the number of leave days accrued prior to 1 July 2000.

4. INCAPACITY LEAVE

4.1 The word 'disability' in clause 7.5 of PSCBC Resolution 7 of 2000 be replaced with the word 'incapacity' wherever it appears.

5. ANNUAL LEAVE FOR NON-TEACHING STAFF AT SCHOOLS/TRAINING INSTITUTIONS (Employed in the various Schools and Education and Training Institutions)

5.1 Non-teaching staff at schools and training institutions shall be:

5.1.1 Entitled to 27 working days annual leave of which at least 22 of the 27 working days annual leave must be taken during the period for which a school/education/training institution closes for the holidays. The remaining 5 days may be taken when the institution is in operation.

5.1.2 The annual leave entitlement should in these circumstances be regarded as the minimum. Therefore, if an employee is not required at the institution during the period(s) when the institution closes for holidays, an employee may utilise his/her annual leave entitlement and/or paid time off granted by the employer.

5.1.3 The head of the institution must ensure that his/her decisions are based upon the principles of fairness and equality in determining the leave roster for the affected employees.

5.2 With due regard to the principles of fairness and equality-

5.2.2 Annual leave and holidays constituting time off should be planned and scheduled at the beginning of a leave cycle, i.e. January of each year.

5.2.3 This process of scheduling of annual leave should take place in collaboration with the head of the institution and the employees concerned.

5.2.4 As for periods of time off during institution holidays (i.e. learners are on vacation) the following should be taken into account-

(a) The concept of 'if an employee is not required at the institution during the period(s)...'(refer 5.1.2): If an employee is not required during the institution holidays, the institution may not require from that employee to report for duty, *except* in circumstances which have a direct bearing on operational/ service delivery requirements of that institution.

(b) Attention needs to be given to activities/services that needs to take place/be delivered during the institution holidays.

(c) Scheduling and presenting formal training for all non-teaching members of staff during some of these periods may be considered.

(d) A roster of time off should be developed to give each member of staff a fair opportunity to time off, in the event where activities are to take place/services have to be rendered during institution holidays.

(e) Tasks should as far as possible be rotated between non-teaching members of staff and retain where possible only a minimum service delivery staff complement if their services are required during a institution holiday. To this end it should be born in mind that it is not necessary to retain the full staff complement, if only a minimum service delivery staff complement is required.

(f) It is important to make sure that non-teaching staff is retained on duty during institution holidays, only for valid official duty.

5.3 For purposes of clause 5.1 the employer shall ensure that in the case of institutions presenting a combination of courses e.g. semester and trimester courses, the annual leave and periods of time off of non-teaching staff rendering a support service to the academic staff, will be aligned with the dispensation applicable to the said academic staff.

6. PROBATION PERIODS

6.1 The employer will take the necessary steps to amend section 13 (c) of the Public Service Act, 1994, as amended, to provide that annual leave be covered within the probationary period.

7. MEDICAL CERTIFICATES: MEDICAL PRACTITIONERS

7.1 Paragraph 7.4 (c) of PSCBC Resolution 7 of 2000 and Resolution 5 of 2001 be amended to read “Practitioners shall, for this purpose include all practitioners as defined by the Health Professional Council of South Africa and who are legally certified to diagnose and treat patients”

8. This agreement shall come into effect from the date of signing.

9. If there is a dispute about the interpretation or application of this agreement any party may refer the matter to the Council for resolution in terms of the dispute resolution procedure of the Council.

10. The Council will monitor the implementation of this agreement.

ANNEXURE A

EMPLOYEE CATEGORY	ANNUAL LEAVE EXPRESSED AS WORKING DAYS
1. Institution-based educators ¹	As per ELRC Resolution 7 of 2001
2. Office-based educators ¹	As per ELRC Resolution 7 of 2001
3. Non-teaching staff based at schools/institutions	27
4. Nursing personnel in institutions that provide 24 hour service	
(a) Registered nurses appointed before 1 January 1968	40
(b) Registered or enrolled nurses appointed on or after 1 January 1968:	
(i) Less than 10 years service	34
(ii) 10 or more years of service	38
(c) nursing assistants appointed before 1 January 1968	35
(d) nursing assistants appointed after 1 January 1968 with-	
• less than 10 years service	30
• 10 or more years of service	34
(e) student and pupil nurses	22
(f) part-time nurses	22
5. Employees appointed prior to 1 July 1966	28
6. Other employees:	
(a) Less than 10 years service.	22
(b) 10 or more years of service	26

¹ ELRC Res. 7 of 2001 refers

**THIS DONE AND SIGNED AT CENTURION ON THIS 7TH DAY
OF NOVEMBER 2002.**

ON BEHALF OF THE EMPLOYER PARTY

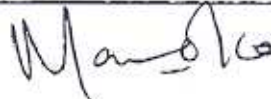
	Name	Signature
State as Employer		

ON BEHALF OF TRADE UNION PARTIES

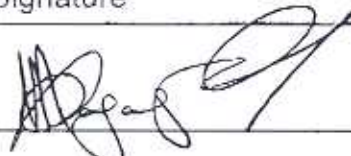
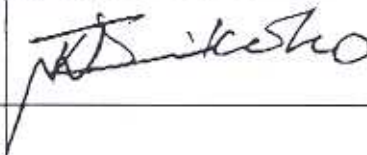

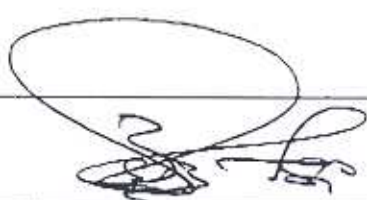
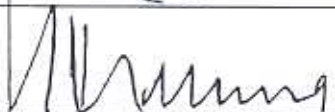
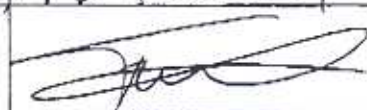
Trade Union	Name	Signature
DENOSA		
HOSPERSA		
NAPTOSA		
NUPSAW		
NEHAWU		
PAWUSA		
POPCRU		
PSA		
SADTU		
SAPU		

THIS DONE AND SIGNED AT Centurion OF THIS 7th DAY OF November 2002.

ON BEHALF OF THE EMPLOYER PARTY

	Name	Signature
State as Employer	Manoko Nchwe	

ON BEHALF OF TRADE UNION PARTIES

Trade Union	Name	Signature
DENOSA	JABL C. MAGAQUA	
HOSPERSA		
NAPTOSA	J. K. DIKOB	
NUPSAW		
NEHAWU		
PAWUSA		
POPCRU		
PSA	H. N. DE CLERCK	
SADTU	T. W. NXESI	
SAPU		

Signed
19/06/02