



PHSDSBC

PUBLIC HEALTH AND SOCIAL DEVELOPMENT
SECTORAL BARGAINING COUNCIL

ARBITRATION AWARD

Panellist: JOSEPH MPHAPHULI

Case No: PSHS903-16/17

Date of Award: 7 April 2017

In the matter between:

HORSPERSA ono Mmephe M

(Union/ Applicant)

and

Department of Health – North West

(Respondent)

DETAILS OF HEARING AND REPRESENTATION

1. The hearing took place at the Respondent's premises situated at Makapanstad. The proceedings took place on 22 March 2017. The proceedings were conducted in terms of Section 191 of the Labour Relations Act 66/1995.
2. Mr Tshipelo, an employee in the service of the Respondent appeared for the Respondent. The Applicant was represented by Mr Mkhize official of an employee organisation.
3. The proceedings were digitally recorded.

ISSUE TO BE DECIDED

4. The issue to be determined was whether there existed an unfair labour practice or not and the appropriate remedy, if any.

BACKGROUND TO THE DISPUTE

5. The Applicant has been in the service of the Respondent from 01 January 2013. The Applicant served in the capacity of Basic Life Support at a monthly rate of R 12 000.00. The Applicant wished to be reimbursed her expenses for meals during training for the period July to December 2015.

COMMON CAUSE ISSUES

6. It was common cause for the Respondent to put employees on refresher courses at training facilities elected by the Respondent. Employees were entitled to apply for the reimbursement for meal expenses

SURVEY OF EVIDENCE AND ARGUMENT

APPLICANT'S CASE

7. Mrs. Margaret Malepe, the Applicant gave evidence. She was on training from 04 July to 04 December 2016. The college where she was attending the course did not provide meals. The Respondent informed all trainees that they would be paid meal allowance at the end of training. The Respondent did not advise as to what would be required for payment to be processed. Her expectation was that the Respondent would pay the Applicant at R 90.00 per day as was the case with others who attended before her.
8. She submitted a claim form on her return to base. The claim was rejected. The Respondent required proof of purchase of the food expenses claimed which the Applicant could not provide.
9. In another turn of events the Respondent served her correspondence stating that she was paid inconvenience allowance and did not therefore qualify for meal allowance.

RESPONDENT'S SUBMISSIONS

10. The Respondent rejected the Applicant's argument that policy did not require proof of purchase as a condition for payment. Instead the Respondent submitted that proof of payment was expressly stated as a condition for payment

ANALYSIS OF EVIDENCE AND ARGUMENT

11. The Applicant's case was that the Respondent acted in violation of its policy on overnight allowance. The Respondent had not paid the Applicant the allowance due to her. The Applicant felt that the Respondent had no right to require that the Applicant present proof of expenses prior to making payment.
12. According to the Applicant a fixed fee of R90.00 per day should be the yard stick of what was due to the Applicant over the period of training.
13. At the opposite end of the scale the Respondent flatly rejected the argument relating to a fixed scale of R90.00 per day.
14. As far as the Respondent's case went, the Applicant was obliged in terms of the standing policy on overnight allowance to provide proof of purchase in order to qualify for the allowance.
15. The Applicant's case was anchored on broad and unsubstantiated allegations and without factual evidence.
16. As matters stood the matter was regulated by the policy in terms of which proof of purchase or expenditure remains in place. The policy document tendered as evidence proved the point.
17. The Applicant's case fell flat in the face of the policy. Accordingly the Applicant failed to discharge its onus of proof.

AWARD

18. The case for an unfair labour practice lacked substance.
19. I dismiss the application.



Joseph Mphaphuli

Signed