



PHSDSBC

Public Health and Social Development
Sectoral Bargaining Council

RESOLUTION 1 OF 2022

**AGREEMENT ON THE PROVISION OF UNIFORM FOR NURSES IN THE PUBLIC
HEALTH AND SOCIAL DEVELOPMENT SECTOR**

Page 1 of 6

[Handwritten signatures]

1. NOTING

- 1.1. Clause XVII of the Public Service Co-ordinating Bargaining Council (PSCBC) Resolution 3 of 1999 prescribes that it is the employers' responsibility to provide uniform or clothing to employees if their work requires that, or an allowance that covers the reasonable actual cost of the uniform or clothing.
- 1.2. Currently, nurses are the only category getting a uniform allowance; however, there are challenges, ranging from the amount being insufficient, purchasing from different service providers causing no uniformity, late or non-payment.
- 1.3. According to the South African National Council Regulations R1740, R1747 and R1201 regulating distinguishing devices and uniforms for all nursing categories "distinguishing devices shall be worn only on a uniform which complies with the following requirements:
 - 1.3.1. The uniform shall be of a plain tailored style and may include respectable full-length tailored trousers. In the case of women, the skirt shall be at least knee length. In the case of men, long or short trousers may be worn.
 - 1.3.2. The full uniform shall be of a plain colour.
 - 1.3.3. The accessories shall be:
 - 1.3.3.1. Plain matching shoes in a matching colour;
 - 1.3.3.2. Full-length stockings for females and hose for men wearing short trousers;
 - 1.3.3.3. A tailored jacket/jersey or coat or cape of a plain colour, if worn.

 U Zk

2. OBJECTIVES

- 2.1. To convert the current amount allocated for uniform allowance for nurses in the public health and social development sector, to a provision of uniform.
- 2.2. To provide uniform for nurses in the public health and social development sector.

3. SCOPE

This agreement binds the following parties:

- 3.1. the State as Employer;
- 3.2. Trade Unions that are admitted to the Council and their members; and
- 3.3. employees of the Employer who are not members of any Trade Union party to this agreement, but who fall within the registered scope of the Council.

4. THEREFORE, PARTIES AGREE AS FOLLOWS:

- 4.1. The Employer shall convert the amount of the uniform allowance into the provision of the uniform.
- 4.2. The colour of the uniform shall be maroon and white.
- 4.3. The texture of the uniform shall be thick mini-matt fabric.
- 4.4. the emblem on the uniform shall be the nursing lamp, underlined by the name of the government department where the respective nurse is employed.

 W 2K

- 4.5. The number of sets of uniform per employee shall be seven (7), over a period of two (2) consecutive years.
- 4.5.1. A set of uniform refers to either:
- 4.5.1.1. a dress; or
 - 4.5.1.2. a skirt and a top (blouse or shirt); or
 - 4.5.1.3. a pair of pants/trousers and a top (blouse or shirt).
- 4.5.2. The accessories shall be brown belt, brown shoes, maroon jacket, and maroon jersey.
- 4.6. In the first year of implementation, the Employer shall provide four (4) sets of uniform, one (1) pair of shoes and one (1) jersey.
- 4.7. In the subsequent year, the Employer shall provide three (3) sets of uniform, one (1) belt and one (1) jacket.
- 4.8. Clause 4.6 and 4.7 shall be implemented sequentially, until this agreement is nullified or amended by both parties to the Council.
- 4.9. The provisions of uniform allowance in terms of resolution 1 of 2005 shall cease to exist as at 31 March 2023.
- 4.10. The provisions of this agreement shall take effect from 01 October 2023.

5. INTERPRETATION AND APPLICATION

- 5.1. In the event of any conflict between the provisions of this agreement and any other agreement of the Council pertaining to the content of this agreement, the provisions of this agreement shall take precedence.

Handwritten signature and initials, possibly 'AZK', in the bottom right corner of the page.

5.2. No amendments to this agreement shall be of force or effect unless reduced to writing and agreed to by both parties to the Council, as a resolution of Council.


6. IMPLEMENTATION OF THE AGREEMENT

Subsequent to this agreement enjoying majority signature, the implementation date shall be as per clause 4.10.

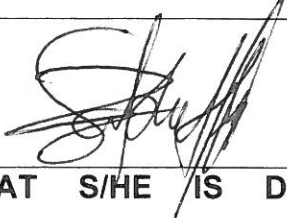

7. DISPUTE RESOLUTION PROCEDURE

Should there be a dispute regarding the interpretation and application of this agreement, any party may refer such dispute to the Council, which will be dealt with in terms of the dispute procedure of the Council.

THUS, DONE AND SIGNED AT CENTURION ON THIS THE ^{28th} DAY OF ~~FEBRUARY~~ 2022.

ON BEHALF OF STATE AS EMPLOYER			
STATE AS THE EMPLOYER	NAME	SIGNATURE	DATE
	MAILE T NGARE		14/02 2022
	WHO WARRANTS THAT S/HE IS DULY AUTHORISED		

ON BEHALF OF ADMITTED TRADE UNIONS

TRADE UNION	NAME	SIGNATURE	DATE
NEHAWU	Zola Saphetha		28/02/22
	WHO WARRANTS THAT S/HE IS DULY AUTHORISED		
PSA			
	WHO WARRANTS THAT S/HE IS DULY AUTHORISED		
DENOSA	Cassim Lekhoathi		15/2/22
	WHO WARRANTS THAT S/HE IS DULY AUTHORISED		
HOSPERSA			
	WHO WARRANTS THAT S/HE IS DULY AUTHORISED		