



PHSDSBC

Public Health and Social Development
Sectoral Bargaining Council

RESOLUTION NO 2 OF 2022

**AGREEMENT ON THE TOKEN OF APPRECIATION IN THE PUBLIC HEALTH
AND SOCIAL DEVELOPMENT SECTOR**

~~PHSDSBC~~ CL 2/2

DEFINITIONS:

Any expression used in this agreement which is defined in the Labour Relations Act, 1995 (Act No.66 of 1995) will have the same meaning as in the Act except that:

“Council” means the Public Health and Social Development Sectoral Bargaining Council and may also be referred to as **“the PHSDSBC”**

“COVID-19” or **“SARS-CoV-2”** means an acute respiratory illness caused by coronavirus, capable of producing severe symptoms and in some cases death.

“Employee” means an employee employed by the State and who falls within the registered scope of the Council;

“Employer” means the State as Employer within the registered scope of the Council;

“Frontline Worker” means an employee in the Health and Social Development Sector who is in the frontline of providing essential public services during the COVID-19 pandemic.

“Pandemic” means the outbreak of the COVID-19 disease.

“Trade Union” means a registered Trade Union or two or more registered Trade Unions acting together and that are admitted to the Public Health and Social Development Sectoral Bargaining Council, and **“Union”** shall have the same meaning.

1. NOTING

1.1. That the outbreak of COVID-19 has brought about unprecedented challenges on government services, particular in the Health and Social Development Sector;

1.2. That despite all these challenges frontline workers continue to demonstrate their commitment to fight this pandemic in order to assist government to meet its mandate and responsibilities.

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- 1.3. That frontline workers have lost out on a lot of their resting and family time in the line of duty as a result of the dedication, continued service and ensuring that service delivery is not interrupted during the pandemic.
- 1.4. That frontline workers have played a critical role in mitigating the spread of COVID-19; thus, risking their own life to save the life of others.
- 1.5. That the indisputable and inevitable need for the employer to provide a token of appreciation to all frontline workers.

2. OBJECTIVES

- 2.1. To provide for the introduction of a special incentive that will serve as a token of appreciation by the employer to frontline workers.

3. SCOPE

This agreement applies to the following parties:

- 3.1. Employer in the Departments of Health and Social Development and all its provincial Departments.
- 3.2. Employees who are members of the trade unions admitted to the Council, and who fall within the scope of the Council.
- 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.

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4. PARTIES THEREFORE AGREE AS FOLLOWS:

- 4.1. That the employer provides a token of appreciation for employees in the Health and Social Development Sector, who are in the frontline of providing essential public services during the Covid-19 pandemic.
- 4.2. That a task team is established to look at the modalities as follows:
 - 4.2.1. Incentives for all frontline workers who performed duties during Covid-19.
- 4.3. That there should be a recognition of frontline workers who left employment due to natural attrition and retirement from 27 March 2020 to date.
- 4.4. The task team to finalise its work within two (2) months of concluding this agreement.

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.
- 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 the Council.

6. DISPUTE RESOLUTION PROCEDURE


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

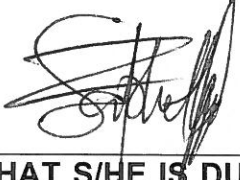
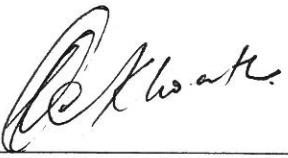
7. IMPLEMENTATION OF THE AGREEMENT

- 7.1. The provisions of this agreement shall take effect from date it attains the majority signature.

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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
	ADALE T NBALE		14/02/ 2022
WHO WARRANTS THAT S/HE IS DULY AUTHORISED			

ON BEHALF OF ADMITTED TRADE UNIONS			
TRADE UNION	NAME	SIGNATURE	DATE
NEHAWU	Zola Siphutha		28/02/22
WHO WARRANTS THAT S/HE IS DULY AUTHORISED			
PSA			
WHO WARRANTS THAT S/HE IS DULY AUTHORISED			
DENOSA	CASSW Le Khoatwi		15/02/ 2022
WHO WARRANTS THAT S/HE IS DULY AUTHORISED			

HOSPERSA			
	WHO WARRANTS THAT S/HE IS DULY AUTHORISED		