

9

**PUBLIC HEALTH AND SOCIAL DEVELOPMENT SECTORAL BARGAINING COUNCIL
(PHSDSBC) RESOLUTION 1 OF 2010**

**AGREEMENT ON THE ADDENDUM TO PHSDSBC RESOLUTION 3 OF 2009:
OCCUPATIONAL SPECIFIC DISPENSATION (OSD) FOR MEDICAL OFFICERS,
MEDICAL SPECIALISTS, DENTISTS, DENTAL SPECIALISTS, PHARMACOLOGISTS,
PHARMACISTS AND EMERGENCY CARE PRACTITIONERS**

1. NOTING:

The parties to this agreement note as follows:

1.1 In the ADDENDUM thereto, PHSDSBC Resolution 3 of 2009 (Occupational Specific Dispensation (OSD) for medical officers, medical specialists, dentists, dental specialists, pharmacologists, pharmacists and emergency care practitioners, ring-fenced the following identified occupational/professional categories of employees in terms of which the agreement would be reviewed:

- 1.1.1 Medical officers and dentists (other than interns and community service practitioners);
- 1.1.2 Junior and senior specialists;
- 1.1.3 Pharmacists; and
- 1.1.4 Paramedics (with a minimum 3-year qualification).

1.2 The review of the agreement for the above ring-fenced categories would be undertaken after a period of six months from the date of signature of PHSDSBC Resolution 3 of 2009.

1.3 The outcome of the review shall be subject to negotiations with a view to implementation with effect from 01 April 2010.

2. AGREEMENT

Parties therefore agree as follows:

2.1 OBJECTIVES

The objectives of this agreement are to:

- 2.1.1 give effect to paragraph 1 of the Addendum to PHSDSBC Resolution 3 of 2009 for the categories mentioned therein;
- 2.1.2 provide revised salary scales for the affected OSD post/job levels as reflected in **Annexures A(a) and A(b)** to this agreement;
- 2.1.3 provide translation tables as reflected in **Annexures B1, B2 and B3** to this agreement to facilitate translation to the revised salary scales/packages for employees in the ring-fenced occupational/professional categories mentioned in paragraph 1.1 above;
- 2.1.4 replace the OSD post/job levels of Assistant Manager: Medical/Dental Services and Manager: Medical/Dental Services in PHSDSBC Resolution 3 of 2009 with

a new single (amalgamated) post/job level of Manager: Medical/Dental Services, as reflected in **Annexures A1 and A(a)** of this Agreement;

- 2.1.5 translate employees affected by the provisions of paragraph 2.1.4 above to the new job level/post of Manager Medical/Dental Services, as per translation keys in **Annexure B 1**;
- 2.1.6 introduce the following additional OSD job/post levels as reflected in **Annexures A1 and A(a)** of this Agreement:
- (i) Senior Clinical Manager (Medical) and Senior Clinical Manager (Dental)
 - (ii) Head of Clinical Unit (Stomatology) and Head of Clinical Unit (Pharmacology)
 - (iii) Head of Clinical Department (Stomatology) and Head of Clinical Department (Pharmacology)
- 2.1.7 amend **Annexure A1** to PHSDSBC Resolution 3 of 2009 to provide for appointment and grade progression requirements for the new post/job levels referred to in paragraph 2.1.6;
- 2.1.8 provide translation tables and rules to facilitate the translation of eligible employees to the post/job of Senior Clinical Manager and Pharmacy Supervisor, as reflected in **Annexures B1 and B2** respectively;
- 2.1.9 introduce a new OSD post/job level of Senior Manager: Pharmaceutical Services as reflected in **Annexures A2 and A(b)** of this Agreement;
- 2.1.10 provide translation tables and rules to facilitate the translation of eligible employees to the post/job of Senior Manager: Pharmaceutical Services, as reflected in **Annexure B2**; and
- 2.1.11 amend the appointment requirements for the identified OSD post/job levels, as contained in **Annexures A1, A2 and A3** respectively, in order to enhance recruitment in the respective posts.

2.2 SCOPE

This Agreement binds-

- 2.2.1 the Employer;
- 2.2.2 the employees of the Employer employed in terms of the Public Service Act, 1994, as amended, either in a part-time or full-time capacity, who are members of the trade union parties to this agreement and who occupy a post in a clinical and non-clinical field where continuous registration with one of the following health professional councils is an inherent requirement of the post:
- (i) The Medical and Dental Board of the Health Professions Council of South Africa (HPCSA) as Medical or Dental Practitioners, or Medical or Dental Specialists;

- (ii) The South African Pharmacy Council (SAPC) as Pharmacists;
- (iii) The Professional Board for Emergency Care Practitioners of the HPCSA as Paramedics or Emergency Care Practitioners with a three year or higher qualification; and

2.2.3 the employees of the Employer employed in terms of the Public Service Act, 1994, as amended, either in a part-time or full-time capacity, who are not members of any trade union parties to this agreement, but who fall within the registered scope of the PHSDSBC and who occupy a post where continuous registration with one the health professional councils as indicated in paragraph 2.2.2 above is an inherent requirement of the post.

2.3 IMPROVEMENT OF THE OSD

2.3.1 Further improvement of the scales attached to the OSD for the identified occupational/professional categories contained in the Addendum to PHSDSBC Resolution 3 of 2009 for employees who occupy a post where registration as indicated in paragraph 2.2.2 above is an inherent requirement of such a post, is introduced with effect from 1 April 2010 as reflected in **Annexures A(a) and A(b)** of this Agreement.

2.3.2 PHSDSBC Resolution 3 of 2009 is amended through the introduction of a new post/job level of Senior Clinical Manager: Medical and Senior Clinical Manager: Dental with effect from 1 April 2010, as reflected in **Annexures A1 and A(a)** of this Agreement.

2.3.2.1 Translation to the OSD post of Senior Clinical Manager: Medical/Senior Clinical Manager: Dental is only applicable to employees-

- (i) who occupied a permanent post of Chief Medical Officer or Chief Dentist on salary level 12 pre-OSD as at 30 June 2009 on the establishment of a health facility; and
- (ii) where it was required of the incumbent and contained in the job description to directly supervise more than one post of Chief Medical Officer or Chief Dentist, which post was converted/aligned to that of Clinical Manager on 1 July 2009 in accordance with the provisions of PHSDSBC Resolution 3 of 2009.

2.3.2.2 Employees who meet the requirements in paragraph 2.3.2.1 above shall translate to the post of Senior Clinical Manager: Medical or Senior Clinical Manager: Dental in accordance with the translation tables, as contained in **Annexure B1** of this Agreement.

2.3.2.3 Employees who are translated in accordance with the provisions of paragraph 2.3.2.1 above shall deem 1 April 2010 as their date of entry into the new post/job level of Senior Clinical Manager: Medical or Senior Clinical Manager: Dental.

- 2.3.3 PHSDSBC Resolution 3 of 2009 is amended through the introduction of a new OSD post/job level of Senior Manager: Pharmaceutical Services with effect from 1 April 2010, as reflected in **Annexures A2 and A(b)** of this Agreement.
- 2.3.3.1 Translation tables to facilitate the translation to the new OSD post of Senior Manager: Pharmaceutical Services with effect from 1 April 2010 as contained in **Annexure B2** of this Agreement, are provided for serving employees-
- (i) who occupied a post of Director/ Senior Manager in Pharmaceutical Services at SMS Grade A (Level 13) as at 31 March 2010 on the establishment of a provincial department of health; and
 - (ii) where it is a requirement of the post and contained in the job description of the post, that the incumbent must be registered and maintain registration as a Pharmacist with the SAPC.
- 2.3.3.2 Employees who meet the requirements in paragraph 2.3.3.1 may exercise the option to translate to the OSD post/job level of Senior Manager: Pharmaceutical Services in accordance with the translation tables contained in **Annexure B2** of this Agreement and, after submitting a written request to be translated, will no longer be regarded as members of the Senior Management Service in the Public Service. Those affected employees who opt not to translate to the OSD remuneration dispensation attached to the relevant post, shall translate to the OSD post, but will retain the SMS remuneration dispensation and conditions of service applicable to SMS Grade A (Salary Level 13) until they vacate the post.
- 2.3.3.3 Employees who meet the requirements contained in paragraph 2.3.3.1 above, and who opt to translate to the OSD post/job level of Senior Manager: Pharmaceutical Services must exercise the choice before conclusion of three (3) months from the date of this Agreement failing which they retain the current SMS dispensation.
- 2.3.3.4 Employees who are translated in accordance with the provisions of paragraph 2.3.3.1 above shall retain their date of entry to the post of Director/ Senior Manager that they occupied prior to 1 April 2010.
- 2.3.4 Translation tables to facilitate the translation to the post of Pharmacy Supervisor with effect from 1 April 2010 are provided for serving employees-
- 2.3.4.1 who occupied a post of Pharmacist on salary level 8 or higher pre-OSD as at 30 June 2009 ;and
 - 2.3.4.2 where it was required of the incumbent and contained in the formal job description/ performance agreement to directly supervise more than one post of Pharmacist (including a Pharmacist: Community Service) that was converted/ aligned to Pharmacist Grade 1, 2 or 3

on 1 July 2009 in accordance with the provisions of PHSDSBC Resolution 3 of 2009 (regardless of whether such posts were filled or vacant).

- 2.3.4.3 Employees who meet the requirements in paragraphs 2.3.4.1 and 2.3.4.2 shall translate to the post/job level of Pharmacy Supervisor in accordance with the translation tables contained in **Annexure B2** of this Agreement.
- 2.3.4.3 Employees who are translated in accordance with the provisions of paragraph 2.3.4 above shall deem 1 July 2009 as their date of entry into the OSD post/job level of Pharmacy Supervisor.
- 2.3.5 PHSDSBC Resolution 3 of 2009 is amended through the introduction of new OSD post/job levels of Head of Clinical Unit (Stomatology), Head of Clinical Unit (Pharmacology), Head of Clinical Department (Stomatology) and Head of Clinical Department (Pharmacology) with effect from 1 April 2010, as reflected in **Annexures A1 and A(a)** of this Agreement.
- 2.3.5.1 No translation keys are provided in this Agreement for direct translation to these new OSD post/job levels. Translations will be done on an individual (i.e case-by-case basis), based on the translation methodology used for Heads of Clinical Units/-Departments.
- 2.3.6 PHSDSBC Resolution 3 of 2009 is amended through the replacement of the OSD post/job levels of Assistant Manager: Medical or Assistant Manager: Dental Services and Manager: Medical Services or Manager: Dental Services with a new single (amalgamated) post/job level of Manager: Medical Services and Manager: Dental Services respectively, as reflected in **Annexures A1 and A(a)** of this Agreement.
- 2.3.6.1 Employees who occupied OSD posts of Assistant Manager Medical/Dental Services on 31 March 2010 are translated to the new (amalgamated) post/job level of Manager Medical/Dental Services, in accordance with **Annexure B(1)** of this agreement, and take 1 April 2010 as entry date.
- 2.3.6.2 Employees who occupied OSD posts of Manager Medical/Dental Services on 31 March 2010 are translated to the new (amalgamated) post/job level of Manager Medical/Dental Services, in accordance with **Annexure B(1)** of this agreement, and retain their original entry date to the post they occupied as at 1 July 2009.
- 2.3.7 Amendment (reduction) of the appointment requirements for the identified OSD post/job levels, as contained in **Annexures A1, A2 and A3** respectively of this Agreement, in order to enhance recruitment in the respective posts.

3. DISPENSATION FOR PHARMACISTS PERFORMING TUTORING FUNCTIONS

3.1 Parties will-

3.1.1 establish a consultative task team to investigate the situation of Pharmacists who

3.1.1.1 perform functions as Tutors; and

3.1.1.2 are duly registered with the SAPC to perform such duties;

3.1.2 prepare a report on the work undertaken as set out in 3.1.1 above; and

3.1.3 finalise the report referred to in 3.1.2 above within two (2) months after the signing of this agreement.

3.2 The Employer will, after the finalisation of the report referred to in 3.1.2 above, table a proposal to the Council for negotiations which must be concluded within two months of finalisation of the report. These periods in paragraph 3 may be extended by mutual agreement.

3.3 The outcome of negotiations will take effect on 1 April 2010.

4. DATE OF IMPLEMENTATION

This agreement shall be implemented with effect from 1 April 2010.

5. FINANCIAL IMPLICATIONS

The implementation of this agreement will be within the budgeted R 1.423 billion over the current and the next two financial years (2010/11 - R 453 million; 2011/12 - R 474 million and 2012/13 - R 496 million).

6. INTERPRETATION AND APPLICATION

6.1 In the event of any conflict between the provisions of this Agreement and any other agreement of the Council, the provisions of this Agreement shall take precedence.


6.2 No amendments to this Agreement shall be of force or effect unless reduced to writing and agreed upon by the parties to the Council as a Resolution of the Council.

7. DISPUTE RESOLUTION

Any disputes about the interpretation or application of this agreement shall be dealt with according to the dispute procedure of the Council.

THUS DONE AND SIGNED AT ON THIS THE
DAY OF 2010

ON BEHALF OF THE EMPLOYER PARTY

	NAME	SIGNATURE
STATE AS EMPLOYER	JAMES T. CORNWALL	

ON BEHALF OF THE TRADE UNION PARTIES

TRADE UNION	NAME	SIGNATURE
NEHAWU		
DENOSA		
PSA		
HOSPERSA		
NUPSAW/SADNU		