



PHSDSBC

PUBLIC HEALTH AND SOCIAL DEVELOPMENT
SECTORAL BARGAINING COUNCIL

RESOLUTION 2 OF 2017

FRAMEWORK AGREEMENT ON PAYMENT OF RURAL ALLOWANCE AND AMENDMENT OF THE OCCUPATION SPECIFIC DISPENSATION (OSD) FOR SOCIAL SERVICE PROFESSIONALS AND OCCUPATIONS

1. OBJECTIVES

- 1.1 To provide a framework, which will serve as a basis for parties to negotiate and enter into an agreement for payment of rural allowance in the Department of Social Development within the PHSDSBC sector; and
- 1.2 To provide a framework, which will serve as a basis for parties to negotiate and enter into an agreement to amend the Occupation Specific Dispensation (OSD) for Social Service Professionals and Occupations.

2. SCOPE

This agreement binds the following parties:

- 2.1 The State as the Employer;

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- 2.2 Employees who are members of the trade unions admitted to the Council, within the scope of the Council; and
- 2.3 Employees who do not belong to a trade union, and who fall within the scope of the Council.

3. NOTING

- 3.1 Parties have identified a need to develop a framework to negotiate and enter into a collective agreement on payment of rural allowance. This is occasioned by the need to attract and retain employees in the Social Development Sector in the rural and remote areas.
- 3.2 Noting that the agreement on Occupation Specific Dispensation for Social Service Professionals and Occupations was entered in 2009, parties have identified a need to amend it. This framework provides the basis for such amendments to respond to the challenges which have been identified during implementation and to, where relevant improve the OSD.

4. PARTIES THEREFORE AGREE AS FOLLOWS:

4.1 Rural Allowance

- 4.1.1 Within 10 days from the date of this agreement, the employer will table a proposed model on rural allowance at the Council for eligible Social Service Professionals and Occupations for negotiations.
- 4.1.2 The agreed Rural Allowance, model will be implemented with effect from 01 April 2018.

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4.1.3 A once off amount for the period 1 April 2017 and 31 March 2018 shall be paid to qualifying employees, the amount of which shall be negotiated by parties at PHSDSBC.

4.2 Amend the Occupation Specific Dispensation (OSD) for Social Service Professionals and Occupations

4.2.1 Parties agree in principle to amend the OSD for Social Service Professionals and Occupations.

4.2.2 The employer shall table a proposal to amend the OSD on or before 31 July 2017 in PHSDSBC, for negotiations.

4.2.3 The agreement in 4.2.2 above shall be implemented with effect from 1 April 2018.

4.2.4 A once off amount for a period of 6 months shall be paid to employees based on the OSD model, the amount shall be negotiated by parties at the PHSDSBC.

5. RETURN TO WORK

5.1 Parties agree that trade unions shall suspend the strike, orderly return to work and normalise services.

5.2 The return to work for Social Development employees who are members of admitted trade unions shall be governed by the following:

5.2.1 The parties agree to co-operate to facilitate an orderly return to work within 24 hours of signing this agreement.

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- 5.2.2 Employees who participated and committed gross misconduct during the strike will be subjected to the applicable disciplinary procedure and any sanction may apply excluding the sanction of dismissal.
- 5.2.3 No employee rendering an essential service will be dismissed as a result of participating in the strike. Instead, employees rendering essential services and who participated in the strike action shall be issued with written warnings.

6. APPLICATION OF NO WORK, NO PAY PRINCIPLE

- 6.1 Deductions of, “no work, no pay” shall be made with regards to employees who participated in the strike as follows:
- 6.1.1 Deductions shall be staggered over a period of six (6) months upon conclusion of the negotiations in terms of clause 4.1 and 4.2 of the framework agreement, in the PHSDSBC.
- 6.1.2 Employer shall conduct a verification or validation process prior to the implementation of “no work, no pay”.

7. INTERPRETATION AND APPLICATION

- 7.1 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.
- 7.2 No amendment of 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.

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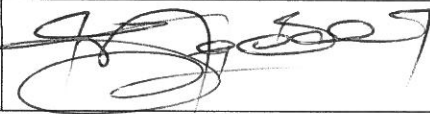
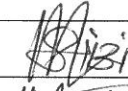
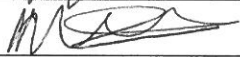
8. DISPUTE RESOLUTION

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.

9. IMPLEMENTATION OF THE AGREEMENT

The provisions of this agreement shall take effect from the date it attains the majority signatures.

THUS, DONE AND SIGNED AT CENTURION ON THIS 01 DAY OF
JUNE 2017.

ON BEHALF OF THE STATE AS EMPLOYER		
	NAME	SIGNATURE
STATE AS THE EMPLOYER	MALÉ NGALE	
ON BEHALF OF ADMITTED TRADE UNION PARTIES		
TRADE UNION	NAME	SIGNATURE
DENOSA	Thandeka Msibi	
NEHAWU	Mike Shingwe	
NUPSAW		
HOSPERSA		
PSA		