



## ARBITRATION AWARD

Panelist: SS THOKA

Case No: GPBC691-2018

Date of Award: 18 November 2020

**In the ARBITRATION between:**

**PSA obo BT Hadebe**

**Applicant**

(Union / Applicant)

and

**Department of Human Settlements:**

**Respondent**

(Respondent)

**Union/Applicant's representative:**

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## DETAILS OF HEARING AND REPRESENTATION

[1] This is the award in the arbitration between PSA obo Ms. Bongiwe Hadebe (the Applicant) and the Department of Human Settlements (the Respondent). The matter commenced on 07 August 2018 and it was finalised on 23 September 2020. The arbitration hearing was held under the auspices of the GPSSBC in terms of section 191(5) of the Labour Relations Act 66 of 1995, as amended (the LRA). The award is issued in terms of section 138 (7) of the LRA.

[2] The employee was present throughout the proceedings, and she was represented by Mr. Kagisho Kagisho the union's labour relations officer, whereas the first Respondent was represented by Ms. Madelein Els, assistant director labour relations. It should be mentioned that on 03 October 2018 the employee was initially represented by Mr. Nkanyiso Sithole and whereas Mr Skheche Ngobeni represented the Respondent since 07 August 2018 and he was later replaced by Ms. Madeleine Els. I must mention that although the parties agreed to file their written closing arguments to the Council by no later than 30 October 2020, I received the Applicant's written closing argument on 03 November 2020 and I then commenced writing the award on 04 November 2020.

[3] It should be noted that although the matter was finalised on 23 September 2020 after it commenced on 07 August 2018, the delay was due, *inter-alia*, to a number of adjournments because the parties were not prepared for the case and my illness. The delay was further compounded by the declaration of national state of disaster on account of Covid 19 pandemic.

[4] I must mention at the outset that I do not intend to deal with the parties' evidence and argument in granular detail given that the proceedings were digitally recorded and the digital recordings were submitted to Council. I will only deal with material evidence for purposes of determining the present dispute.





## **PRELIMINARY ISSUES**

[5] On 03 October 2018, Mr. Nkanyiso Sithole applied for the postponement of the hearing because he was not prepared to present the Applicant's case. He indicated that the union would tender wasted costs for 03 October 2018 and I duly granted the application. I informed the parties that the order for wasted costs would be part the arbitration.

[6] The parties agreed to submit the following bundles:

- (a) The Applicant submitted two sets of documents paginated from page 1 to 74 marked as bundle "A" and from 1 to 7 marked as bundle "C".
- (c) Respondent submitted one set of documents paginated from page 1 to 52 marked as bundle "B"

## **ISSUE TO BE DECIDED**

[7] The purpose of this arbitration is to determine whether the Applicant was appointed as acting office manager and she is eligible to be paid an acting allowance in terms of Resolution 01 of 2002.

## **BACKGROUND FACTS**

[8] The Applicant has been in the employ of the Respondent as personal assistant (PA) since May 2013 to the Chief Director: Executive Support in the office of the Director-General (DG). She referred a dispute relating to the Council for arbitration after the certificate of non-resolution was issued.

## **SURVEY OF THE PARTIES' EVIDENCE AND ARGUMENTS**

### **Summary of the Applicant's Evidence and Arguments**

[9] It should be noted that the union made an application to the Council to subpoena Ms. Nelly Letsholonyane, the DDG: Corporate Services to shed light on the matter



under consideration. The Applicant's representative led the evidence of Ms. Hadebe and she testified under oath as follows:

**Ms. Bongiwe Hadebe (Bongiwe)**

[10] The Applicant stated that in June 2016 she received the letter from the Respondent stating that she would be transferred and/or seconded to the office of the Deputy Director-General (DDG: COO-Ms Nxongo) in the office of the DG. She testified that her understanding of the letter was that she would perform the duties of a personal assistant. However during the performance of her duties she realised that there was a difference between the PA's duties and those of an officer manager.

[11] She further testified that the DDG wrote the submission to the DDG: Corporate Services (Ms. Nelly Letsholonyane). In terms of the submission, the DDG: Corporate Services was requested to appoint the Applicant as acting office manager to the DDG. The DDG: Corporate Services directed that the submission must come from the human resources (HR) section before she could approve it. The Applicant was referred to pages 28 to 31 of bundle "A" and she explained that the HR compiled another submission as reflected from page 28 to 29 for the consideration of the DDG: Corporate Services and the latter approved the acting appointment with effect from 01 November 2016.

[12] The Applicant was referred to page 27 of bundle "A" and she stated that according to page 27, the DDG: Corporate Services has the delegated authority to approve acting allowance from salary level 1 to 13. The Applicant expressed the view that the Respondent's failure to pay her the acting allowance was unfair because she performed the duties of the office manager.

[13] The Applicant was referred to page 25 of bundle "A" and she explained that according to page 25 the acting allowance would be paid using the funds and a vacant post of an administration clerk. In terms of relief, the Applicant stated that should I find





in her favour I must order the Respondent to pay her the acting allowance for twelve (12) months with effect from 01 November 2016.

[14] Under cross-examination, the Applicant was referred to paragraph 15 of bundle "A" and she confirmed that she was transferred and/or seconded as personal assistant. The Applicant was referred to page 28 of bundle "A" and her version was to the effect that the submission does not refer to payment of acting allowance but appointment of acting office manager.

[15] The Applicant was further referred to the relevant paragraphs on page 34 of bundle "B" and she maintained version that she performed the duties of an office manager although there was no such post in the DDG. Ms. Hadebe reiterated her evidence that there was a need for an office manager to the DDG in the office of DG. The Applicant further explained that although she did not receive a letter of appointment as office manager, the DDG: Corporate Services directed that the letter should be amended to indicate that her appointment as office manager should be from 01 November 2016.

[16] She further maintained that the DDG: Corporate Services had approved the submission for acting appointment as acting officer manager as reflected on page 29 of bundle "A". In addition, Ms. Hadebe stated that the Minister appointed the DDG in the office of the DG and she received remuneration although there was no DDG post on the Respondent's approved structure.

**Ms. Nelly Letsholonyane**

[17] The witness is DDG Corporate Services. The witness gave extensive exposition on how the Respondent had dealt with acting allowance. The essence of her testimony was that on 26 October 2016 the submission was brought to her office from the Applicant's DDG: COO. In terms of the submission, she was requested to grant approval for the Applicant to be paid an acting allowance for performing the duties of



office manager in her office. She was referred to page 26 of bundle "A" and she stated that she directed that the submission must be sent to HR section before she could approve it so that HR is part of the submission in terms of good corporate governance.

[18] Ms. Letsholonyane was further referred to pages 28 to 29 of the same bundle and her evidence was that on 28 October 2016 HR section sent another submission to her office requesting her to approve the appointment of the Applicant as acting office manager to the DDG: Operations. She indicated that according page 29 the acting chief director HR and DDG: Chief financial officer (CFO) supported the submission and she approved it. The witness further explained that she made comments on page 29 to the effect that the approval of acting appointment should be with from 01 November 2016 and she directed HR to amend the letter accordingly. She pointed out that the acting appointment letter should have been in the HR office.

[19] Ms. Letsholonyane was referred to the hand written comments on page 30 of bundle "A". She expressed the view that the comments appear to have been made by the Director-General (DG) but she did not know how the submission had reached the DG's office. She further explained that she approved the submission because the approval for acting in higher post (from salary level 1 to 13) fell within her delegated authority.

[20] The witness expressed the view that the Respondent's conduct was inconsistent and unfair. She gave examples of employees who acted as office managers and they were paid an acting allowance and a certain Dr Sekopo who was paid an acting allowance of R100.000 without a letter of acting appointment. She further stated that according to her, Ms. Ngoasheng does not have the requisite qualifications for an office manager position





[21] After reference was made to page 50 of the same bundle, Ms. Letsholonyane explained that the practice in the department has been that a vacant and funded post from one structure would be used to pay an acting allowance as reflected on paragraph 7.1.1 on page 25 and supported by the CFO on page 43 of bundle "A".

[22] Under cross-examination, the witness maintained her testimony in all material respects. She confirmed that the office manager to the DDG: COO is occupied by a certain Ms. Khanyile and she is paid from the DDG: COO's budget. After reference was made to paragraph 3.3 on page 24 of bundle "A" regarding acting allowance, she explained that the CFO must confirm to HR if a post is vacant and funded and the HR will write a letter of acting appointment.

[23] The witness was referred to paragraph 4 on pages 28 to 29 of bundle "A" and she was asked whether it indicated that the post is vacant and funded, In response, she stated that page 25 of the same bundle deals with a vacant and funded post. She explained that the CFO should have known if the post was vacant and funded when she commented on page 29 that the acting appointment should be with effect from 01 November 2016. The witness further reiterated her version that the HR also supported the submission.

[24] Ms. Letsholonyane disputed the proposition that there was no letter of acting appointment for the Applicant. She referred to page 29 of bundle "A" and explained that on page 29 she made comments to the effect that the letter should be amended accordingly. She further expressed the view that the submission complied with Resolution 01 of 2002 as reflected on paragraph 7.1.1 on page 25 relating to vacant and funded post and on page 29 regarding the letter of appointment.

[25] The witness was referred to page 33 of bundle "B" and her version was that she had approved the acting appointment before the circular from the Department of Public Service and Administration (DPSA) and she was not aware of the circular when she considered the submission. She further stated that HR neither attached page 33 nor



raised the circular with her and the circular was issued on 19 June 2017, one year after the submission had been approved.

[26] She maintained that paragraph 7.1.1 on page 25 confirms the practice in the department. She further reiterated her evidence that she did not know how the submission landed in the DG's office because it was not meant for his consideration. The witness further resisted the proposition that the CFO had acted against the department's policy on acting allowance when she supported the submission. She explained that the practice in the department relating to acting allowance as stated in paragraph 7.1.1 on page 25 of bundle "A".

### **Summary of the Respondent's Evidence and Arguments**

[27] The Respondent's representative adduced the oral evidence of one witness and she testified under oath is as follows:

#### **Ms. Pumla Dlamini**

[28] The witness stated that she was appointed as acting chief director: human resources since July 2017 to date. She explained that since July 2017 she found that some practitioners in the department did not follow the department's prescripts and others were not aware of the existence or implications of non-compliance with prescripts.

[30] With regard to the Applicant's dispute, the witness was referred to paragraphs 3.1.1 on page 34 of bundle "B" and her evidence was that acting appointment must be in writing, by a person duly authorised to do so. She further explained that the post must be vacant and funded and the person to be appointed must accept the appointment in writing. She further explained that if a person is appointed to act in a post that is not vacant that person is not entitled to acting allowance.

[31] In terms of the process relating acting appointment of an employee, she explained that a manager must send a written request to the HR section and the latter





would formalise the approval process through a submission together with appointment and acceptance letters. The witness further mentioned that the person to be appointed must accept the acting appointment in writing and the appointment letter must indicate the period of acting.

[32] The witness was referred to page 33 (Circular) of the same bundle and she stated that in terms of paragraphs 4 and 5 on page 33 the ministerial determinations do not permit payment of acting allowance where the incumbent of that post is acting in another post because the post in which she or he is acting is not vacant. It was her evidence that the Applicant was appointed as the PA of chief director in the DG's office but she performed the functions of office manager to DDG: COO.

[33] The witness furthermore explained that the post of office manger in the DDG: COO is occupied by another employee who performs similar functions in another DDG's office (DDG: PPMU). She expressed the view that appointing a person to act in a post that is occupied is an anomaly because she or he would not be entitled to acting allowance and such deviation must be referred to the DG for consideration. Ms. Dlamini furthermore stated that the office manager to the DDG: PPMU is currently perming duties in the office of the Director: General (DG) but she was not privy to the process that led those arrangements.

[34] The witness indicated that the department became aware of the circular in November 2017 and it came into operation on 01 August 2018. The witness stated that she was not aware of a rule in the department in terms of which funds from a vacant post were used to pay for an acting allowance of another post. She further explained that if that was so it would have contravened the circular and Resolution 01 of 2002. Ms. Dlamini was referred to page 27 of bundle "A" whereupon she stated that the DDG: Corporate Services has the delegated authority to approve acting appointment.



[35] After reference was made to pages 19 to 21 of bundle "B" and she stated that the request is irregular and the author of the submission should have stated that the Applicant is not entitled to an acting allowance because there was no vacant and funded post in the office of the DDG: COO and the submission should have been addressed to the DG because it is an anomaly.

[36] The witness was further referred to the relevant paragraphs on page 23 of the same bundle and she stated that although the Applicant performed the functions of office manager, she is not eligible to be paid acting allowance as there was no vacant and funded post. She furthermore explained that according to HR records, there is no approval for the Applicant to act as office manager, and there is no appointment letter as well as the acceptance letter.

[37] Under cross-examination, the witness maintained that the Applicant performed the functions of office manager but she was not entitled to acting allowance because there was no vacant and funded post. In responding to question whether or not it would be unfair to perform at higher without payment and she said: "Normally I would say it is unfair but I must be guided by the prescripts."

[38] The witness further maintained that the Applicant was not eligible to be paid an acting allowance because she performed the functions of office manager of a post that was not vacant. The witness was referred to page 50 of bundle "A" and she stated that there are contradictions between paragraphs (i) and (ii). She reiterated her version that there must be an appointment letter, acceptance letter and the acceptance of acting appointment must be in writing. Ms. Dlamini was referred to the comments made by DDG: Corporate Services regarding the appointment letter and she agreed with the proposition that it was the responsibility of HR to generate the letter and it was not the Applicant's fault if HR had failed to generate the appointment letter.

[39] It was put to her that page that 50 (i) contradicted her version in that she testified that the Applicant was not entitled to acting allowance because the post to the DDG: COO was occupied by another incumbent. In response, she stated that there was an arrangement for the DDG: COO to work in the DG's office but there was no post of





office manager to the DDG: COO and when the DDG: COO moved back to her designated office the office manager's post was occupied by someone else.

[40] After reference was made to page 50 of the same bundle, she conceded that the letter page 50 is silent on paragraphs 4 and 5 on page 33 of bundle "B". She disputed the proposition that paragraphs 4 and 5 of page 33 do not apply to the present case. She disputed the proposition that Mr Ramalepe would not have compiled the submission on if it was not based on a practice in the department because she did not observe such practice. The witness further resisted the proposition that senior managers would not have supported the submission on page 21 of bundle "B" if there was no practice of using a vacant and funded post to pay for acting allowance for another post.

[41] The witness agreed that the DDG: Corporate Services has authority to approve acting appointment from salary level 1 to 13 as stated on page 27 of bundle "A" but she disputed the version that the DDG's decision binds the department.

## **ANALYSIS OF THE PARTIES' EVIDENCE AND ARGUMENTS**

### **Applicable legal principles**

[42] It must be stated at the outset that although the Applicant referred unfair labour practice dispute relating to benefits, a careful evaluation of the evidence reveals that the dispute concerns alleged failure to pay acting allowance to the Applicant. It would be apposite to mention that payment of acting in the Public Service is regulated by section 32 of the Public Service Act, of 1994 (PSA), as amended, and Resolution 01 of 2002. Further perusal of the evidence shows that the Applicant was aware that the dispute turns on the interpretation of Resolution 01 of 2002. For instance, on page 39 of bundle "A" the Applicant referred to paragraph 3.1.1 of the Resolution as follows:



'2.3 The acting allowance was never paid to Ms Radebe, which is not in line with the DPSA acting allowance which states:

"2.3.1 The employee appointed in writing to act in a higher post, by a person authorised shall be paid an acting allowance.

2.3.1...

2.3.3 "An employee may only act in a higher post for a maximum uninterrupted period of 12 months (**ANNEXURE B**)'

[43] It stands to reason that the present matter turns on the interpretation of Resolution 01 of 2002. ("the Resolution). It is therefore my view that when the signatories of the Resolution entered into the collective agreement their intention was to regulate payment of acting allowance. Therefore, the determination as to whether or not the Applicant was appointed as office manager must be based on the interpretation of the relevant provisions of Resolution 01 of 2002, which stipulates the terms and conditions for payment of an acting allowance in the Public Service.

[44] For purposes of completeness, the relevant provisions of section 32 (2) of the PSA provide thus:

"(2) (a) An employee may be directed in writing to act in a post subject to such conditions as may be prescribed.

(b) Such acting appointment shall be made-

- (i) in the case of the post of head of department, by the relevant executive authority;
- (ii) in the case of any other post, by the employee occupying the post, unless otherwise determined by the head of department.

[45] In the same breath, the relevant provisions of clause 3 of the Resolution stipulate as follows:





## "1 PURPOSE

The purpose of this agreement is to determine a policy on acting allowance and compensation to be paid to an employee appointed to act into a higher post.

3.1.1 An employee appointed in writing to act in higher post, by a person who is is authorised, shall be paid an acting allowance provided that (Own emphasis)-

- (a) the post is vacant and funded; and
- (b) the period of appointment is uninterpreted and longer that six weeks.

3.1.2 The employee must accept the acting appointment in writing.

3.1. 7 An employee may not act in a higher post for an uninterrupted period exceeding twelve months (own emphasis)

[46] With regard to the approach to be followed when interpreting collective agreements, in **Western Cape Department of Health v Van Wyk and Others (2014) 35 ILJ 3078 (LA)**, the Labour Appeal Court stated as follows:

"In interpreting the collective agreement the arbitrator is required to consider the purpose and all the terms of the collective agreement. Furthermore, the arbitrator is enjoined to bear in mind that a collective agreement is not like an ordinary contract. Since the arbitrator derives all his or her powers from the Act, he/she must at all times take into account the primary objects of the Act. The primary objects of the Act are better served by an approach which is practical to the interpretation of such agreements, namely, to promote the effective, fair and speedy resolution of labour disputes. In addition, it is expected of the arbitrator to adopt an interpretation and application that is fair to the parties."



[47] It should be mentioned that the Applicant bears the onus to prove on a balance of probabilities that she was appointed as acting office manager to the DDG: OO.

### **Application of the aforesaid legal principles on facts of the present case**

[48] Based on the aforesaid legal principles, the critical question is whether the Applicant has discharged the onus that she was appointed as acting office manager to the office Ms. Ngxongo and she was entitled to an acting allowance.

[49] It is common cause that on 04 November 2016 the DDG: Corporate Services approved the appointment of the Applicant as acting office manager to the DDG: COO. It is common cause that in terms of the department's delegations, the DDG: Corporate Services is authorised to approve acting appointments from salary level 1 to 13. It is further common cause that the Applicant did not receive the appointment letter and she also did not accept the acting appointment in writing as stipulated in terms of Resolution 01 of 2002.

[50] In support of her case, the Applicant subpoenaed Ms. Letsholonyane to shed light on the matter. It is worth noting that Ms. Letsholonyane is one of senior managers

in the department. An assessment of her evidence revealed that she was consistent throughout the proceedings and acquitted herself as a credible and reliable witness. She maintained that she approved the appointment of the Applicant as officer manager to the DDG: COO.

[51] With regard to the letter of appointment, Ms. Letsholonyane stated that the letter of appointment was part of the submission and she even asked HR to amend the letter to indicate that the appointment should be with effect from 01 November 2016. Perusal of the submission that was compiled by HR clearly reveals that the





letter of appointment was attached to the submission. For instance, paragraph 2.3 of the submission states as follows:

"2.3 Attached is the acting letter for the Deputy Director-General's signature should she concur with the contents thereof (Annexure C) (Own emphasis)."

[52] Furthermore, on page 29 of the submission the HR states thus:

"Letter to Ms BT Ngobese (ie Hadebe) **Signed.**" and Ms. Letsholonyane made the following comments on the same page: "Please amend the letter to capture such (Own emphasis)"

[53] It is clear from paragraph 48 above that upon approving the acting appointment of the Applicant, Ms. Letsholonyane directed HR to amend the date of acting appointment. What begs the question is why the HR did not formalise the appointment by amending the letter and ensuring that the Applicant to accepts the acting appointment.

[54] What is further intriguing is that the Respondent elected to not call Mr. Ramalepe as the author of the submission, to explain as to what happened to letter after the DDG: Corporate Services had approved the acting appointment. It is my view that the only negative inference to draw is that the Respondent elected to not call Mr. Ramelepe whose version is critical in this instance, is because the Respondent knew that his evidence would not have supported its case.

[55] It is my considered view that had the HR amended the acting appointment letter and formalised the acting appointment process, the Applicant would have accepted

the acting appointment in compliance with paragraph 3.1.2. It is worth a while noting that under cross-examination Ms. Dlamini agreed that it was the responsibility of HR



to generate the letter of appointment and HR's failure to do so should not be attributed to the Applicant.

[56] It must be emphasised that in dealing with the requirement that an appointment must be accepted in writing, in **Johnson Edward Jacobus Henry v General Public Service Sectoral Bargaining Council and two Others [2005] ZALC 85(5 September 2006)** Revelas J (as then was) stated as thus:

'[5] Insofar as the argument of the acceptance of the written acceptance is concerned, the arbitrator held the is only necessary for "record purposes" and not a prerequisite for payment. This reasoning cannot be faulted. It would be absurd if an employer, who intended to appoint an employee in an acting position, does so, but escapes payment of the higher remuneration simply because of a technicality. It was never in dispute that the Applicant had indeed performed the required duties (Own emphasis).'

[57] With regard to the question whether the post was vacant and funded, Ms. Letsholonyane stated that there was a practice in the department to use a vacant and funded post to pay for acting allowance. She referred to paragraph 7.1.1 on page 25 as confirmation of the practice. She further explained that the CFO who is responsible to check available fund and vacant post has supported the submissions dated 26 and 28 October 2016 respectively. If regard is had to paragraph 7.1.1 of the initial submission and page 29 of the second submission, it is clear that the CFO supported the availability of vacant and funded post. For instance, on page 29 of bundle "A" the CFO made the following comments:

"...The appointment should be on the basis of this approved submission effective from 1 November onwards and with conditions"

[58] In resisting the Applicant's claim, the Respondent adduced the evidence of Ms. Dlamini. The thrust of the Respondent's argument is that the Applicant is not eligible to be paid an acting allowance because: a) there was no vacant and funded post, b)





the post does not exist on the establishment of the department, and c) there is no evidence that she accepted an acting appointment in writing.

[59] It would be apposite to indicate that Ms. Dlamini stated that she joined the department in July 2017. Although Ms. Dlamini has joined the department almost eight months after the approval of the acting appointment, she embarked on a desperate attempt to dispute Ms. Letsholonyane's version regarding the practice as reflected under paragraph 7.1.1 on page 25 of bundle "A"

[60] It should be pointed out that during cross-examination, the witness did not only contradict herself but she cast aspersion on the competence of the Respondent's senior manager regarding acting allowance. For instance, she stated that when she joined the department in July 2017 she found that some practitioners did not follow the prescripts. She further stated that the author of the submission dated 28 October misled Ms. Letsholonyane. Ms. Dlamini testified that the post in the DDG: COO's office was occupied by someone else. However, after she was referred to paragraphs (i) and (ii) on page 50 she conceded that paragraph (i) contradicted her version. She further conceded that there are contradictions between paragraphs (i) and (ii).

[61] It should be noted that although Ms. Dlamini relied on the DPSA circular, she could not shed light on what triggered the circular. The least said about the circular the better in the sense that the circular was issued a few months after the DDG: Corporate Services had already approved the acting appointment. It is therefore my view that Ms. Dlamini's version could not assist the Respondent's case, especially considering that she did not know the practice of determining vacant and funded post for purposes of paying acting allowance in the department.

[62] It is clear that the Applicant she was appointed as office manager by the delegated authority in compliance with section 32 (2) of the PSA and Resolution 01 of 2002. I have been persuaded by Ms Letsholonyane's version that there was a vacant



and funded post. It is furthermore my considered view that it would be absurd for the Respondent which appointed the Applicant, to escape payment of an acting allowance based on technical argument that she did not accept the acting appointment in writing.

[63] Having considered the parties' evidence and arguments in totality as well as the aforesaid legal principles, the decision at which I have arrived is that the Applicant

has discharged the onus of proving on a balance of probabilities that she was appointed as acting office manager and she is entitled to receive an acting allowance.

## **RELIEF**

[64] In terms of paragraph 21 of the closing argument, the Applicant's representative submitted that the Ms. Hadebe must be compensated for the period of three (3) that has been acting as office manager. It is my view that the determination of an appropriate remedy must be in compliance with Resolution 01 of 2002 and the departmental policy regulating acting allowance. Paragraph 3.1.6 states as follows: "An employee may not act in a higher post for an uninterpreted period exceeding twelve months"

[65] It would be imperative to state that during her evidence in chief, the Applicant specifically stated that should I find in her favour, I should order the Respondent to pay her an acting allowance for twelve (12) months from 01 November 2016. It is clear that the Applicant was alive to clause 3.1.6 of the Resolution. It is my view that any compensation beyond 12 months would tantamount to second guessing the Respondent's position regarding future acting appointment of the Applicant.

[66] In terms of clause 3.1.4 of the Resolution, the Applicant must receive the difference between her basic salary notch and the basic salary notch of office





manager. At the time of the approval as acting office manager on 01 November 2016, the Applicant was earning R248424.00 per year. The basic salary of office manager (equivalent to senior management- SMS) was R612.882.00 in 2016. If my calculations are accurate, the Applicant should be paid as follows: R20702.00 per month x12= two hundred forty eight thousand four hundred and twenty four rand (R248424.00), calculated from 01 November 2016 to 31 October 2017.

## **AWARD**

[67] In the premises, I make the following award:

- a) the Respondent is ordered to pay Ms. Bongiwe Hadebe an amount of R248424.00.
- (b) the said amount must be paid to Ms. Bongiwe Hadebe's bank account within 14 days upon receipt of this award.
- (c) the Public Servant Association (PSA) must pay the wasted costs to the Council in terms of the Council Rules.
- d) the amount in paragraph c must be paid to the Council within 14 days upon receipt of this award.



**GPSSBC COMMISSIONER: SEGOKODI THOKA**