



GENERAL PUBLIC SERVICE
SECTOR BARGAINING COUNCIL



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ARBITRATION AWARD BY CONSENT

Panellist/s: Lizelle Wessels
Case No.: GPBC 2078/2024
Date of Award: 7 October 2025

In the ARBITRATION between:

PSA OBO TC MATHEBULA

(Union / Applicant)

And

DEPARTMENT OF EDUCATION

(Respondent)

Union/Applicant's representative: PSA OFFICIAL LETEBELE

Union/Applicant's address:

Telephone:

Telefax:

Respondent's representative: ASSISTANT DIRECTOR KHOZA

Respondent's address: MPUMALANGA DEPARTMENT OF EDUCATION

Telephone:

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PARTIES CONSENT (AGREED) AWARD

DETAILS OF HEARING AND REPRESENTATION:

1. The matter was set down for arbitration between the Applicant, TC Mathebula, and the Respondent, Department of Education, in line with section 186(2)(a) Unfair Labour Practice "Benefits" of the Labour Relations Act, 1995 "the Act"; and the Award is issued in terms of section 138(7) of the Act.
2. The matter was heard in arbitration on the 6th October 2025 at Training Room 9 Building 8 Government Complex Riverside Mbombela.
3. The Applicant, Mathebula, was present and was represented by PSA Official, Ms. P. Letebele. The Respondent, the Department of Education (Mpumalanga), was represented by Assistant Director Collective Bargaining, Mr. S. Kotza.
4. On the 6th October 2025, it was recorded, that the Parties seek the Arbitrator to engage the premise of settlement through a Consent Arbitration Award. The binding nature and limitations under section 138 read with section 145 of the Act was addressed with the Parties.

ISSUE(S) TO BE DECIDED:

5. The Parties agreed settlement to be captured under the nature of a Consent Arbitration Award for the record under GPBC 2078/2024.

BACKGROUND TO THE MATTER:

6. The Applicant, Mathebula, is employed with the Respondent as a State Accountant (Budgets) at Ehlanzeni District, for 20 Years+, and enjoyed the benefits of (a) Cellphone Allowance and (b) Motor Vehicle Allowance until its withdrawal by the Respondent on the 30th May 2024. The Applicant dissatisfied as it formed part of the stipulated resources his position and catered for in terms of his performance agreement with the Respondent. The Applicant filed a grievance on the 17th September 2024. The grievance outcome by Assistant Director: Grievance and Dispute Resolution, Ms F. Reiger dated the 25th September 2024 identified that the Respondent's withdrawal of the benefits on the 30th May 2024, on unilateral accord, amounts to a proposed unfair labour practice in line with section 186(2)(a) of the Act due to the nature of the benefits associated with the Applicant's position of State Accountant at Ehlanzeni District. Rieger further on the 25th recommended the reinstatement of the withdrawn benefits alongside proper consultations in future under the premise of conditions. Afore remained unsuccessful in its implementation by the Respondent.



7. The Applicant, Mathebula, through PSA, referred his 7.11 Referral "Unfair Labour Practice" dated 22nd November 2024 in line with section 186(2)(a) of the Act. A Certificate of Non-resolution dated 17th January 2025, and the Applicant's 7.13 Request for Arbitration dated the 22nd January 2025 reflects on the Council's records.
8. The Council's Jurisdiction in line with Rule 22 has not been placed in dispute. The Parties to the dispute have agreed to resolve the dispute through an Arbitration Award by Consent below: -

Common Cause Facts between the Parties per the Arbitration Award by Consent -

- 8.1. The Respondent on the 30th May 2024 withdrew the Applicant's benefits (a) Cellphone Allowance and (b) Motor Vehicle Allowance.
- 8.2. The Applicant on the 17th September 2024 filed a grievance against the Respondent in line with 8.1. above and the recorded outcome of the grievance dated the 25th September 2024 informs that the Respondent's unilateral act amounted to a proposed section 186(2)(a) Unfair Labour Practice: Benefits and recommended for the Respondent to restore the previous position.
- 8.3. On the 6th October 2025 before Council the Parties agreed in line with 8.1. and 8.2. that restitution of the withdrawn benefits is the proposed outcome of the referred dispute before the Council in line with section 186(2)(a) of the Act. The Parties considered same as the agreed settlement terms for the referred dispute before the Council.
- 8.4. **It was agreed between the Parties that the Respondent is to restore the Applicant's benefits of (a) Cellphone Allowance and (b) Motor Vehicle Allowance, without retrospective application (i.e. without premise of backpay) as of the 1st April 2026. The Applicant agreed to the afore terms and implementation date.**
- 8.5. The agreed terms of 8.4. becomes the settled outcome for the Parties Arbitration Award by Consent: -

ANALYSIS OF EVIDENCE AND ARGUMENT:

9. The Arbitrator accepted the Parties agreed terms per 8.4. above for the Arbitration Award by Consent below: -
10. The Arbitrator engaged and confirmed on record that the Arbitration Award by Consent in line with section 138(7) of the Act as the outcome of the process on the 6th October 2025; alongside, the premise that the award tendered a "signature" of the Parties to the agreed terms for the referred dispute before the Council.
11. The Arbitrator engaged and confirmed with the Parties, with their recorded acknowledgment, that the agreed terms is accepted, confirmed and understood under the premise of the Arbitration Award by Consent; and will be considered as a full and final settlement of the referred dispute before the Council, like that of a normal entered settlement agreement.



12. The Arbitrator engaged and confirmed with the Parties that the premise of an Arbitration Award by Consent limits the context of review in line with section 145 of the Act; and that any proposed variation(s) of the agreed terms shall not be binding unless addressed in line with section 144 of the Act of the Arbitration Award by Consent (with the Council) OR by the Parties self once reduced to writing and signed in line with the premise of the Arbitration Award by Consent (and tendered to the Council as an addendum).
13. Below follows the Arbitration Award by Consent: -

AWARD BY CONSENT:

14. The Parties agreed that the Respondent (Department of Education) has committed an Unfair Labour Practice in line with section 186(2)(a) "Benefits" of the Labour Relations Act, 1995 ("the Act").
15. The Parties further agreed that the Respondent will remedy the Unfair Labour Practice and restore the Applicant's (TC Mathebula) benefits per 8.4. above as of the 1st April 2026.



Name: Lizelle Wessels

(GPSSBC) Arbitrator