ARBITRATION AWARD

Panelist/s: K Kleinot
Case No.: PSCBC48-26/27
Date of Award: 30 October 2026

In the matter between:

PSA obo C V Bloem

(Union / Applicant)

and

Department of Education

(1st Respondent)

DPSA

(2nd Respondent)

DETAILS OF THE HEARING

1. The matter was set down for arbitration on 30 October; both parties attended. Mr. B Mkhanyawo represented the Department. Ms. Dladla, a trade union official, represented Ms. Bloem, who attended. Ms. Snyman represented the DPSA; the proceedings were recorded.

ISSUE TO BE DETERMINED

2. The issue that must be determined is the interpretation and application of Resolution 3/2009.

SURVEY OF THE EVIDENCE

3. The following is a survey of the most relevant evidence required for a determination.

Applicant's version

4. It was common cause that the Applicant, Ms. Bloem, had met the requirements in clause 3.5 of the Resolution: 15 years of continuous service at a satisfactory performance level, and the post had been subject to a job evaluation. As these facts were common cause, the Applicant did not testify.

Respondent's version

5. Mr. Robert Lidevhele, Deputy Director from the DPSA Directorate of Remuneration Management, testified and provided an overview of his duties. He had been involved in the case and provided advice to the Department of Education.

6. Clause 3.5 of the Resolution provides three principles that underpin grade progression: the post must be graded in terms of a job evaluation, the staff member must have completed 15 continuous years and obtained a satisfactory score for performance.

7. The post occupied by Ms. Bloem was evaluated as part of a job evaluation co-ordination process. In terms of this job evaluation co-ordination process, the post, housekeeper/houseaid was graded at salary level 4. This process superseded any internal job evaluation conducted by the Department.

8. Circular 10/2019 communicated the outcome of the job evaluation and the subsequent grading of the post.

9. As Ms Bloem meets the requirements, the grade progression from salary level 4 to salary level 5 stood to be implemented from 1 November 2019.

10. This will also impact the pay progression and cost of living adjustments.

11. Thus, back pay is due from 1 November 2019. This will include the grade progression, as well as the pay progression and cost of living adjustment.

ANALYSIS OF THE EVIDENCE AND ARGUMENT

12. The issue that falls to be determined is the interpretation and application of Resolution 3/2009. It is the applicant's case that she complies with the criteria for the pay progression in terms of Clause 3.6.2.2. An interpretation and application dispute determines the meaning of the words in the provisions and examines if the clause applies to the applicants. The golden rule applies: the ordinary meaning of the words in the clause is applied. According to Grogan (Workplace Law, tenth edition,2012), *"the constitutional injunction that where possible, all legislation must be interpreted to give effect to fundamental constitutional rights, rather than limit or exclude them".* It is important to ensure that an absurdity does not result.

13. The court set out the test that applies in interpretation and application disputes in ***National Joint Municipal Pension Fund v Endumeni Municipality 2012 (4) SA 593 (SCA)***. The court held that

"Interpretation is the process of attributing meaning to the words used in a document, be it legislation or some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as a whole and the circumstances attendant upon its coming into existence. Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax; the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all these factors. The process is objective and not subjective. A sensible meaning is to be preferred to one that leads to insensible or unbusiness like results or undermines the apparent purpose of the document. The inevitable point of departure is the language of the provision itself, read in context and having regard to the purpose of the provision and the background to the preparation and production of the document".

14. Clause 3.5 stipulates that *"The grade progression model is based on the following principles: Posts are graded based on the outcome of Job Evaluation; Recognition of performance; and Completed continuous years of service on a salary level irrespective of the notch"*.

15. Clause 3.6.2.2 *"With effect from 1 April 2010 (salary adjusted with effect from 01 July annually), an employee on salary level 4,5,6, or 7 who has completed 15 years of continuous service on a salary level, irrespective of the notch , and has obtained at least satisfactory rating in his/her performance assessments (the average assessment over the last 2-year period will determine the performance rating), shall grade (salary level) progress to salary level 5,6,7 or 8 respectively. This is not subject to the availability of posts"*

16. The evidence from Mr. Lidevehle was not challenged, and it is accepted that the Applicant's post was graded at salary level 4. Further, it was common cause that Ms. Bloem has occupied the post for fifteen consecutive years and performed satisfactorily; Ms. Bloem can grade progress from salary level 4 to 5. This, as per the evidence, should have been implemented from 1 November 2019. This too was undisputed and is accepted.

17. The grade progression is one grade progression and is permitted in terms of Resolution 3/2009.

18. The Respondent has not complied with Resolution 3/2009.

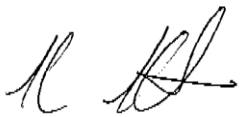
AWARD

19. The Respondent has not complied with Resolution 3/2009.

20. The Applicant, Ms. C V Bloem, must be grade progressed from salary level 4 to salary level 5.

21. This must be backdated to 1 November 2019 and includes cost-of-living adjustments as well as pay progressions.

22. Payment must be implemented on or before 10 December 2026.



Signature: _____

Panelist/s: Karen Kleinot