

DRAFT AGREEMENT

RESOLUTION NO ____ OF 2011

DRAFT AGREEMENT ON IMPROVEMENT IN SALARIES AND OTHER CONDITIONS OF SERVICE FOR THE FY 2011/2012

Comment [FdB1]: The ILC indicated that they don't have a mandate at this point to engage on the matters raised in the draft agreement. They will be in a position to return to the Council on the 3 May 2011 for marathon negotiations.

1. OBJECTIVE

To provide for the annual general salary adjustment and improvement in conditions of service for employees for the 2011/12 FY

2. SCOPE

This agreement binds,

- 2.1 the employer,
- 2.2 the employees of the employer who are members of the trade union parties to this agreement; and
- 2.3 the employees of the employer who are not members of any trade union parties to this agreement, but who fall within the registered scope of Council.

3. AGREEMENT

3.1 Salary Adjustment

- 3.1.1 The salary adjustment on 1 May 2011 shall be 5% for the Financial Year 2011/12.

Comment [FdB2]: Labour insist the employer revise the offer. Labour is remaining with their demand of 10%. The Employer indicated that they have moved on their initial position and awaits labour to move from their initial position.

3.2 Medical Assistance

- 3.2.1 Parties agree that all employees who are members of GEMS on the Sapphire option, who are currently on salary levels 1 to 5 and receiving free medical assistance, will continue to receive free medical assistance at retirement, with effect from 1 April 2011. Only employees, on salary levels 1 to 5, who retire on the Sapphire option, will continue to receive free medical assistance.
- 3.2.2 The parties agree to the alignment of the pre and post-retirement medical assistance for all employees who are members of GEMS with effect from 1 April 2011.

Comment [FdB3]: Labour request the relevancy of the clause as it is contained in PSCBC Resolution 4 of 2010? The Employer provided clarity and Parties agreed to retain the clause.

3.3 Housing

3.3.1 Parties agree to establish a technical working team to be comprised of Organised Labour (one representative per admitted union), ~~and an equal number of representatives from~~ the Employer.

3.3.2 The ~~technical~~ working team, assisted by an independent facilitator, will develop a proposal for consideration by the PSCBC in respect of ~~a home ownership scheme~~.

3.3.3 ~~The technical working team are required to develop a detailed project plan by 31 May 2011 with regard to the key milestones to be achieved to guide this process.~~

3.4 Minimum Service Level Agreement

3.4.1 Parties agree that engagement on ~~Minimum Services~~ be elevated to party principals.

3.4.2 ~~The outcome of this engagement will be tabled for consideration at the PSCBC.~~

3.5 Outstanding Matters

3.5.1 Parties agree that all outstanding matters resulting ~~from Resolution 1 of 2007 and 5 of 2009, including new demands as tabled during the 2011/12 round of negotiations will be subjected to the second round of negotiations which will commence on 23 May 2011.~~

3.5.2 The outstanding matters referred to in Resolution 1 of 2007 and 5 of 2009 are the following:

3.5.2.1 Long service awards.

3.5.2.2 Night shift allowance.

3.5.2.3 Recognition of Improved Qualifications.

3.5.2.4 Remuneration Policy Review.

3.5.3 ~~The parties commit to engage further on a proposed multi-term agreement for the period 2012/13 to 2014/15.~~

4. DISPUTE RESOLUTION

If there is a dispute about the interpretation or application of this agreement any party may refer the matter to the Council for resolution in terms of the dispute resolution procedure of the Council.

5. IMPLEMENTATION OF AGREEMENT

Deleted: (the DPSA, the Department of Human Settlements, National Treasury), and associated agencies, (the GEPP and National Housing Finance Corporation)

Deleted: the

Deleted: Household Income Means-Tested Housing Allowance/Subsidy Scheme

Deleted: group

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Comment [FdB4]: Labour requests tangible time frames to the process. Employer indicated that they believe this is not open-ended as the "team" will have to report to the PSCBC on an action plan and it will then be a decision of Council, that will provide tangible time frames. Labour is prepared to consider this in further engagement.

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Deleted: Level

Comment [FdB5]: Labour requests a time frame to be placed to the process. Employer indicated that they don't have a mandate on such and will have to revert to principals.

Comment [FdB6]: Time frames, if agreed to, in these resolutions must be incorporated in the agreement.

Comment [FdB7]: Labour request such to be included in clause 3.5.2. The Employer agrees and requested Labour to tabulate such for inclusion in the agreement.

Comment [FdB8]: Labour can agree to the inclusion of the clause, if it is understood that it is to allow for engagement on the principle of a multi-term agreement.

5.1 This agreement shall come into effect on the date it enjoys majority support and will remain in force unless terminated or amended by agreement.

5.2 The Council will monitor the implementation of this agreement

THIS DONE AND SIGNED AT _____ OF THIS _____ DAY
OF _____ 2011.

ON BEHALF OF THE EMPLOYER

	Name	Signature
State as Employer		

ON BEHALF OF TRADE UNION PARTIES

Trade Union	Name	Signature
DENOSA		
HOSPERSA/NUPSAW/NATU		
NAPTOSA		
NEHAWU		
POPCRU		
PSA		

SADTU		
SAPU		