

## DRAFT AGREEMENT

RESOLUTION NO \_\_\_\_ OF 2011

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

#### 1. OBJECTIVE

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

1.2 To finalise all outstanding matters resulting from Resolution 1 of 2007, 5 of 2009 and 4 of 2010.

1.3 To ensure compliance with collective agreements

#### 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 5.2% / 9% for the Financial Year 2011/12.

##### 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

**Comment [FdB1]:** Employer of the opinion that the objectives is not implementable/ achievable as is. May concede on 1.2 to agree to wording in the form of "To establish a process..." Proposes the removal of these objectives.

**Comment [VAC2]:** Labour proposed additional objectives

**Comment [FdB3]:** The Employer moved from 5% to 5, 1% and then again to 5.2%. Employer believes Labour's movement is not substantial as to allow for entering a settlement range for negotiations.

**Comment [FdB4]:** Labour moved from 10% to 9, 5% and then to 9%. Labour believes that the employers proposal is not substantial as to allow them to revert to their membership to refresh the mandate.

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.

~~3.2.2.3~~ **3.2.3** Parties further agree to investigate the principle of equalizing the subsidy payable to members on open medical schemes with those in GEMS.

~~3.2.3.2.4~~ **3.2.4** To investigate all matters with regard to the equalisation of the provision of the medical aid subsidy granted to employees who belong to GEMS and to those that are members of other medical aid schemes and that the process to be completed by 31 June 2011, and the recommendations will be implemented by 01 July 2011.

### 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 will develop a detailed project plan by 31 May 2011 with regard to the key milestones to be achieved to guide the process of the development of the home ownership scheme..

3.3.3 The technical working team, assisted by an independent facilitator, will develop a proposal on a home ownership scheme for consideration by the PSCBC.

~~3.3.4~~ **3.3.4** The home ownership scheme to commence with, upon conclusion of negotiations within the PSCBC.

3.3.5 **Should the housing ownership scheme not be implemented by the 01 September 2011, then the housing allowance as provided for in clause 7.1 of PSCBC Resolution 2 of 2004 and clause 12.1 of PSCBC Resolution 1 of 2007, shall be increased to R1650-00 per month.**

### 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 the engagement referred to in clause 3.4.1 above 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, 5 of 2009 **and 4 of 2010**, including new demands as tabled during the 2011/12

**Comment [VAC5]:** Labour new addition

**Comment [FdB6]:** The Employer rejected the proposed insertion of the paragraph. The Employer believe that the compromise position was worded correctly in clause 3.2.3. Employer further believe that the proposal is taking the process "backward"

**Comment [VAC7]:** Labour proposes that the word "with" be deleted- Employer agree to deletion.

**Comment [FdB8]:** Parties agreed to park the matter

**Comment [FdB9]:** The employer cannot concede to the demand. They believe that this matter was dealt with in the negotiations process and that the proposal is moving negotiations backwards.

**Comment [VAC10]:** Labour added

**Comment [FdB11]:** Labour requests a time frame to be placed to the process. Employer indicated that they are of the opinion that there could not be timeframes prescribed to principals.

**Comment [VAC12]:** Labour new addition

**Comment [FdB13]:** The employer believes that the reference to Resolution 4 of 2010 in this clause (3.5.1) and 3.5.2 is not relevant as all of the issues in Resolution 4 of 2010 has been tabulated in either one of the other agreements listed.

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, 5 of 2009 **and 4 of 2010** are, **inter-alia** 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 new demands referred to in clause 3.5.1 above are the following:

3.5.3.1 **Increase** Shop Steward Leave

3.5.3.2 Outsourcing

3.5.3.3 Compliance with Occupational Health and Safety Act

3.5.3.4 Performance Management and Development Systems

3.5.3.5 Capped Leave

3.5.3.6 Review of Collective agreements on

3.5.3.6.1 Pensions

3.5.3.6.2 Threshold for overtime calculations

3.5.3.6.3 Resolution 3 of 2009 (paragraph 4.2) and;

3.5.3.7 Delinking of the housing allowance from spouses

3.5.3.8 **Review of the working time arrangement in the public service**

3.5.4 The parties commit to engage further on **the concept** 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

5.1 This agreement shall come into effect on the **date it enjoys majority support 1st May 2011** and will remain in force unless terminated or amended by agreement.

Comment [VAC14]: Labour new addition

Comment [VAC15]: Labour new addition

Comment [FdB16]: The Employer can not concede to the insertion of the words as it will leave the process open-ended. They are not prepared to go into the next round of negotiations without a defined range for negotiations.

Comment [VAC17]: Labour new addition

Comment [FdB18]: The Employer believes defining the Shop Steward Leave process as proposed is an overstatement. And proposes the removal of the word.

Comment [FdB19]: Addition by employer as part of new matters.

Comment [VAC20]: Labour new addition. The Employer can agree to the principle that the insertion wants to achieve.

Comment [FdB21]: Labour proposes the amendment of the clause with the insertion of the date 1 May 2011.

Comment [FdB22R21]: The Employer position is that the paragraph is correctly worded and is a standard clause in terms of the legal processes on implementation of agreements.

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		