

# INFORMUS



FOR PSA MEMBERS: PUBLIC SERVICE COORDINATING BARGAINING COUNCIL  
(PSCBC) 21/2019

16-09-2019

## Feedback: PSCBC meeting

### Applicability of section 198b: Fixed-term contracts

As members will recall, labour tabled a draft agreement to the employer for consideration. The draft agreement seeks to ensure that contract workers are permanently employed in vacant posts in government in accordance with the provisions of the *LRA*. The employer, however, did not respond favourably to the agreement and indicated that the *Public Service Act* does provide for the regulation of fixed-term contract employees and does not see the reason to regularise contract workers in government. After robust engagements, the employer indicated that it is willing to explore further and revert to labour at the next meeting.

### Clause 8.1.2: Resolution 4/2015 (Clause 4.1.4) Clause 8.1.3, Resolution 5/2015 (Clause 3)

The matter relates to danger allowances in the Public Service. Labour tabled a draft agreement that includes all the categories submitted at various Sectoral Councils. The employer, however, indicated that it will consider the draft and revert to labour at the next meeting.

### Outstanding Matters – Previous Resolutions

#### Clause 8.1.1 - PSCBC Resolution 1/2018

PSCBC Resolution 1/2018, clause 8.1, indicates that the following matters be referred back to Council for a secondary process of review that must be completed within three months from the date the agreement enjoys majority signature. It is trite that more than three months have lapsed, and no agreement was concluded. Labour subsequently tabled a draft resolution for the employer's consideration. The employer responded that the proposal is unaffordable given the fiscal constraints of government. Labour pronounced that it is in deadlock and can no longer condone any further delays. Parties reserved their rights on the matter.

#### Temporary Incapacity Leave (TIL)

The employer developed a guiding document on the implementation of TIL and it was subsequently tabled. Labour, however, indicated that the document that was tabled is the same document that was circulated previously and did not address the deemed clause in labour's demand. The employer requested more time to subject labour's demand to a mandating process. Labour subsequently reached a deadlock as it is of the view that the employer had more than enough time to obtain a mandate and this undue delay is affecting the rights and interests of members.

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GENERAL MANAGER