

## Feedback: SITA Bargaining Forum meeting – 28 November 2023

### **Report: “No Work, No Pay” during industrial action and additional *ex-gratia* payment**

The PSA requested the employer during the 2023-salary negotiations to waive the *No Work, No Pay* principle because of partaking in the industrial action. The PSA urged the employer to consider allowing employees who participated in the strike action to work a day extra, to cover the days they were on strike. The employer did not agree to the proposal by the PSA. The employer maintained that the *No Work, No Pay* principle will be implemented for those employees who participated in the strike action. The position of the employer was communicated during the signing of the 2023-collective agreement. The PSA noted the response and requested the employer to conduct an audit of those who participated in the strike and deduct at least one day per month in a staggered manner.

### **Establishment of Bargaining Forum Constitution**

The PSA tabled a proposal that parties must consider developing the constitution of the Bargaining Forum. The PSA previously tabled a draft constitution for negotiation. The draft document will be re-circulated to parties to be discussed at the next Bargaining Forum meeting. Parties agreed to provide inputs before the next Bargaining Forum meeting.

### **Review of recognition agreement**

The employer tabled *the review of recognition agreement* and indicated that it wanted to align it to the amended provisions of the *Basic Conditions of Employment Act* and the *Labour Relations Act*. The employer intends to redefine the composition of the bargaining unit and the number of shop stewards in the bargaining unit. The amended reviewed recognition agreement will be shared with the PSA for further consultation and inputs.

### **Insourcing of private cleaners and security personnel**

The insourcing of private cleaners and security officials was tabled during the 2023-salary negotiations. The PSA maintained that SITA was going to save a lot of money if it considers insourcing the private cleaners and security officials. The PSA further emphasised that SITA, as a national key point, must utilise the services of employees who are properly vetted. The employer noted the concern raised by the PSA and committed to conducting a financial impact study to establish if it would be viable to insource private cleaners and security officials. Once the study has been completed, the matter will be presented at the next Bargaining Forum meeting, scheduled for 2024.

### **Review: Standby, Data, and Mobile Allowance**

The review of the standby, data and mobile allowance was tabled during 2023-salary negotiations. The PSA urged the employer to increase the allowances because it received revenue from clients. The employer noted the concerns raised by the PSA and committed to table the amendments to the condition of service policy at the next Bargaining Forum meeting. The document will be shared with parties before the next Bargaining Forum meeting for inputs and comments.

### **Overtime 40 hours: limited resources**

The PSA reported there were employees who worked excessive hours of overtime and were not paid. Employees who worked with specialised systems are compelled to work excessive hours to render services to South African Police Service and the Department of Defence. The PSA urged SITA to relax the capping of overtime until the capacity of employees has been increased. The employer noted the concerns raised by the PSA and committed to investigate the matter. The employer will provide feedback in the next Bargaining Forum meeting.

### **Promotional policy**

The PSA requested SITA to develop a promotional policy to retain employees with institutional knowledge and facilitate career pathing. The PSA committed to draft the policy and share with the employer before the next Bargaining Forum meeting.

### **Performance bonus**

The PSA raised a concern that the performance bonus threshold is not met because the objectives of the organisation are not always achievable within a year. The PSA proposed that the performance bonus policy be reviewed, so that it can be aligned to the goal and objectives of SITA. The employer indicated that the issue of performance bonus threshold is contained in the Remuneration philosophy policy and committed to re-table the document for further deliberations and inputs.

### **Additional medical-aid schemes**

The employer proposed to add an extra medical-aid scheme in SITA. The PSA subjected the proposal to a mandating process with members (refer to the previous *Informus*). Insufficient responses were received. The employer noted feedback from the PSA and decided to proceed to implement the addition of the extra medical-aid scheme at SITA. The aim is to create competition and alternatives for employees.

### **Agency shop agreement**

The PSA observed during the 2023-salary negotiations that non-unionised employees did not participate in the strike action but benefitted from the collective agreement. The PSA proposed that parties develop an agency shop agreement that will allow deductions to be made from the non-unionised employees in terms of section 25 of the *Labour Relations Act*. The PSA committed to draft the agency shop agreement and submit the document at the next Bargaining Forum meeting for consideration.

### **Multi-term wage negotiations**

The PSA indicated that it was ready to engage in a multi-term wage agreement after collecting a mandate from members in January 2024. The employer noted the submission and will await the set of demands from the PSA to begin with salary negotiations for 2024.

### **Clarification of overpayment recovery in terms of BCEA**

The PSA received reports that the employer intended to recover overpayments that were made after the salary increase was implemented. The PSA maintained that section 43(1) of the *BCEA* prohibits the employer from making deductions from the employee's salary without written consent. The employer indicated that it would re-issue a communique that emphasises the implementation of section 34(5) of the *BCEA*, which state that: *An employer may not require or permit an employee to (a) repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration.* Parties committed to engage further on the matter.

Employees who want to join the PSA can visit the PSA's website ([www.psa.co.za](http://www.psa.co.za)), send an email to [ask@psa.co.za](mailto:ask@psa.co.za), or contact PSA Provincial Offices.

Reuben Maleka  
GENERAL MANAGER