

**Public Health and Welfare Sector Bargaining Council
Resolution No.:1 of 2002**

AGREEMENT ON ACTING ALLOWANCES

The parties note that paragraph 5.1 of the PSCBC Resolution 9 of 2001 provides for the framework for the compensation of an employee acting in a higher post

1. Purpose

The purpose of this agreement is to determine a policy on acting allowance and compensation to be paid to an employee appointed to act in a higher post.

2. Scope

This agreement binds the employer and all employees that fall within the registered scope of the bargaining council


3. THEREFORE the parties agree as follows:

3.1. An EMPLOYEE appointed in writing to act in a post of a higher grade than the grade of the employee by the Head of Department or his/her delegate at provincial or national level (here-after the "appointing authority") shall be paid an acting allowance to act in vacant posts provided that:

- 3.1.1. the post is a vacant and funded post,
- 3.1.2. the acting period is longer than 6 weeks
- 3.1.3. the appointing authority is a level higher than the acting appointee
- 3.1.4. The EMPLOYEE must accept the acting appointment.

3.2. An EMPLOYEE may only be appointed to act in a higher post that is one post level higher than her/his current position.

3.3. The provisions of paragraph 3.2 above may be deviated from on good cause shown by the appointing authority.

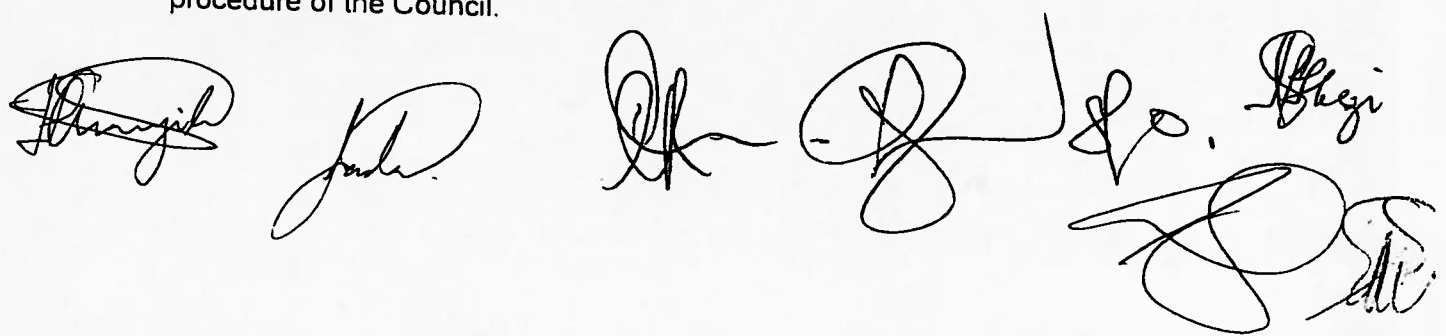


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- 3.4. In instance where the acting period is uninterrupted for 6 weeks or longer the EMPLOYEE so acting will be compensated from the date he/she started acting.
- 3.5. The acting allowance will be calculated on the basis of the difference between the current salary notch of the EMPLOYEE and the commencing notch of the higher post. An EMPLOYEE acting in a post in the Senior Management Service will receive the difference between her/his current salary notch and 60% of the commencing total cost to employer package applicable to the post level. The allowance is payable as a monthly non-pensionable allowance,
- 3.6. An EMPLOYEE may not act in a higher vacant post for an uninterrupted period exceeding twelve months.
- 3.7. Appointing authorities must investigate the necessity to have acting appointees in vacant funded posts. If the need does exist, all eligible employees will be considered for appointment. The twelve months referred to in paragraph 3.6 above will run from the date of actual appointment. Employees who have been acting before/since 1 April 2002 and who have been appointed/reappointed in terms of this provision will be paid as from 1 April 2002.
- 3.8. The effective date for purpose of calculation of the acting allowance is the 1 April 2002.
- 3.9. The fact that an employee has been appointed in an acting capacity does not create a right or legitimate expectation to be appointed in the vacant post.
- 3.10. Date of implementation will be the 1 April 2002

4. Dispute Resolution

Any dispute about the interpretation or application of this agreement may be referred by any party to the Council, for resolution in terms of the dispute resolution procedure of the Council.

The bottom of the page features five handwritten signatures in black ink. From left to right, they are: a signature that appears to be 'Dunghib', a signature that appears to be 'John', a signature that appears to be 'R...', a signature that appears to be 'J. P.', and a signature that appears to be 'Beyi'. There are also some scribbles and additional marks below the last two signatures.

This agreement signed on behalf of the Departments of Health and Department of Social Development as Employers, and the relevant employee organizations at sectoral level. All signatories being duly authorized thereto at PRETORIA on this 08 day of May, 2002

ON BEHALF OF THE EMPLOYER		
State as the Employer	Name	Surname
<i>Wende</i>	G. SEKORSE	SEKORSE.
ON BEHALF OF UNION PARTIES		
Trade Union	Name	Surname
DENOSA <i>Shoji</i> PER DENOSA'S MANDATE	STHEMBISO SHEZI	SHEZI
HOSPERSA		
NEHAWU <i>Khanyile</i>	JABULANI E.	KHANYILE
NPSWU		
NUPSAW <i>R.J. Mafishego</i>	R.J. MAFISHEGO	MAFISHEGO
PAWUSA		
PSA <i>Leon Gilbert</i>	Leon	Gilbert

WITNESSES: _____ (PHWSBC CHAIRPERSON)

_____ (PHWSBC SECRETARY)