

# PHSDSBC

Public Health and Social Development Sectoral Bargaining Council

**RESOLUTION ...2.....OF 2023** 

AGREEMENT ON PROVISION OF TOKEN OF APPRECIATION TO ALL QUALIFYING DEPARTMENT OF HEALTH AND SOCIAL DEVELOPMENT EMPLOYEES

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## **DEFINITIONS**

Any expression used in this agreement, which is defined in the Labour Relations Act, 1995 (Act No. 66 of 1995), will have the same meaning as in the Act except that:

"Council" means the Public Health and Social Development Sectoral Bargaining Council and may also be referred to as "the PHSDSBC".

"COVID-19" or "SARS-CoV - 2" means acute respiratory illness caused by coronavirus, capable of producing severe symptoms and, in some cases, death.

"Employee" means an employee employed by the State and who falls within the registered scope of the Council.

"Employer" means the State as Employer within the registered scope of the Council.

"Frontline worker" means an employee in the Health and Social Development Sector who provided essential public services during the COVID-19 pandemic.

"Pandemic" means the outbreak of the COVID-19 disease.

"Qualifying employees" means categories of employees falling within the scope of Council who rendered services during the outbreak of the COVID-19 pandemic as listed in Annexure A of this agreement.

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## 1. NOTING

- 1.1. That the outbreak of COVID-19 has brought about unprecedented challenges to government services, particularly in the Health and Social Development Sector.
- 1.2. That despite all these challenges, frontline workers continued to demonstrate their commitment to fight this pandemic in order to assist the government to meet its mandate and responsibility.
- 1.3. That frontline workers have lost much of their resting and family time in the line of duty because of their dedication, continued service and ensuring that service delivery was not interrupted during the pandemic.
- 1.4. That frontline workers have played a critical role in mitigating the spread of COVID-19, thus risking their own lives to save the lives of others.

## 2. OBJECTIVE

2.1. To provide for a token of appreciation for all qualifying frontline employees who provided services during the COVID–19 pandemic.

#### 3. SCOPE

This agreement binds the following parties:

- 3.1. Employer in the National Department of Health and National Department of Social Development.
- 3.2. Employer in the Provincial Departments of Health and Provincial Departments of Social Development.
- 3.3. Trade Unions that are admitted to the Council and their members; and

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3.4. Employees of the Employer who are not members of any Trade Union party to this agreement but who fall within the registered scope of the Council in the National and Provincial Departments of Health and Social Development.

# 4. THEREFORE, PARTIES AGREE AS FOLLOWS:

- 4.1. The Employer shall provide all qualifying employees five (5) days Special Leave as a token of appreciation.
- 4.2. The Special Leave shall only apply to all qualifying employees who rendered services during the period starting from 27 March 2020 to 04 April 2022.
- 4.3. The Special Leave shall be managed and administered in accordance with all applicable laws, regulations and policies governing the administration of leave in the public service.
- 4.4. The Special Leave shall only apply for a period of one (1) year from the date of the signing of this agreement, and after this period, this provision will lapse.
- 4.5. All employees deployed as part of COVID-19 outreach teams during the pandemic, whose categories are not part of Annexure A, shall also qualify for the token of appreciation.

# 5. INTERPRETATION AND APPLICATION

- 5.1. In the event of any conflict between the provisions of this agreement and any other agreement of the Council pertaining to the content of this agreement, the provisions of this agreement shall take precedence.
- 5.2. No amendments to this agreement shall be of force or effect unless reduced in writing and agreed to by both parties to the Council as a resolution of the Council.

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# 6. DISPUTE RESOLUTION PROCEDURE

Should there be a dispute regarding the interpretation and application of this agreement, any party may refer such dispute to the Council, which will be dealt with in terms of the dispute procedure of the Council.

# 7. IMPLEMENTATION OF THE AGREEMENT

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

THUS, DONE AND SIGNED AT CENTURION ON THIS THE DT. DAY OF MOVEMBER 2023.

ON BEHALF OF THE STATE AS AN EMPLOYER						
STATE AS EMPLOYER	THE	NAME	SIGNATURE	DATE		
		MASHEGO SOLOMON MAHLATDIE	a the same of the	30/10/2003		
		WHO WARRANTS AUTHORISED	THAT S/HE IS DULY			

ON BEHALF OF ADMITTED TRADE UNIONS						
TRADE UNION	NAME	SIGNATURE	DATE			
NEHAWU	December Mayor WHO WARRANTS THA	T S/HE IS DULY AUTHORISED	06/11/2023			
PSA						

	WHO WARRANTS THAT S/HE IS DU	JLY AUTHORISED			
DENOSA	MAHAMELD Mana BATTIEL Mana	a Cofa)	03/11/2023		
	WHO WARRANTS THAT S/HE IS DULY AUTHORISED				
HOSPERSA	THATE WHO WARRANTS THAT S/HE IS DU	ILY AUTHORISED	07/11/2023		
NUPSAW					
	WHO WARRANTS THAT S/HE IS DULY AUTHORISED				

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#### ANNEXURE A

- 1. Air Pollution Control Officer
- 2. All nursing categories
- 3. Biokinetician
- 4. Child and Youth Care Worker
- 5. Chiropodist
- 6. Clinical photographer
- 7. Clinical Psychologist
- 8. Clinical Technologist
- 9. Community Development Officer
- 10. Community Health Workers
- 11. Community Liaison Officer
- 12. Dental Technician
- 13. Dentist
- 14. Dietician
- 15. Emergency Care Practitioner
- 16. Emergency Service Officer
- 17. Environmental Health Officer
- 18. Forensic Analyst
- 19. Forensic Pathology Officer
- 20. Health therapist
- 21. Industrial Technician
- 22. Medical Natural Scientist
- 23. Medical Officer
- 24. Medical Orthotist and Prosthetist
- 25. Medical Physicist
- 26. Medical Specialist
- 27. Medical Technical Officer
- 28. Medical Technologist
- 29. Medical/Dental Superintendent
- 30. Medicine Control Officer
- 31. Mortuary Attendants

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- 32. Nutritionist
- 33. Orthopaedic Echelon (Medical and dental Specialists)
- 34. Pharmacist
- 35. Porters
- 36. Probation Officer
- 37. Psychologist
- 38. Radiation Control Officer
- 39. Radiation Scientist
- 40. Social Auxiliary Worker
- 41. Social Worker
- 42. Supplementary Diagnostic Radiographer
- 43. Cleaners
- 44. Laundry Workers
- 45. Receptionist
- 46. Switchboard assistants
- 47. Security Guards
- 48. Messenger Drivers
- 49. Data Capturers
- 50. Admin Clerks
- 51. Admin Officers
- 52. Doctors
- 53. Supply Chain officers
- 54. Physiotherapist
- 55. Pharmacy Assistant
- 56. Diagnostic Radiographers
- 57. X-ray dark room assistant
- 58. Radiation Therapist
- 59. Nuclear Medicine Radiographers
- 60. Sonographers
- 61. Medical depo officials
- 62. Occupational Therapist
- 63. Radiographers

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