



AT THE PUBLIC SERVICE COORDINATING BARGAINING COUNCIL

In the arbitration between:

SAPU obo Lestra Meshack Malapile

Applicant

and

South African Police Services

Respondent

ARBITRATION AWARD

Case Number: PSCB569-14/15

Date of Award: 23 September 2015

Panellist: Thembekile Nsibanyoni

DETAILS OF HEARING AND REPRESENTATION

This matter was scheduled for arbitration on 16 September 2015 at the offices of the South African Police Union in Pretoria. The applicant was represented by Mr.J.M Gwangwa, an official from the SAPU and the respondent was represented by Colonel Van Rensburg from the respondent.

THE ISSUE TO BE DECIDED

The dispute relates to the interpretation and application of Resolution 7 of 2000. The applicant referred a dispute to the Council stating that the SAPS was in contravention of clause 7.1 of the same Resolution.

The respondent on the other hand argued that the resolution did not apply to the applicant since his application for payment of unused leave did not meet the requirements of the resolution.

SUMMARY OF EVIDENCE AND ARGUMENTS:

Colonel van Rensburg stated that the applicant had applied for his unused leave to be paid out in terms of the Resolution. He quoted the resolution and clause 7.1 of the Resolution stated as follows:

“7.1 Annual Leave

- a) The annual leave dispensation in this agreement shall provide a framework that may be further refined, subject to service delivery of any sector
- b) Employees shall accrue leave days per annual leave cycle, which shall be granted according to Annexure A.
- c) A period of 10 working days leave per annual leave cycle shall be a compulsory requirement. The utilization of this leave must take into account sectorial service delivery requirements.
- d) The remaining days shall be utilized within an 18 month period. All remaining unused leave shall fall away thereafter. However, where leave due is not taken due to the employer's service delivery requirements, such leave shall be paid at the end of the 18 month period.

- e) The departments shall not unreasonably refuse to grant leave to employees who apply, taking into consideration service delivery requirements.”

It was argued by the respondent that the application by the respondent was not based on this resolution, since the applicant did not utilize his leave due to service delivery requirements but was due too ill health.

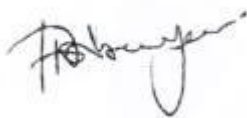
ANALYSIS OF EVIDENCE AND ARGUMENT

The applicant representative conceded that the dispute of the applicant did not fall within clause 7.1 of the Resolution since the application of the applicant is not based on the fact that the applicant could not take leave due to service delivery requirements.

The applicant was sick and could not utilize his days. The applicant further conceded that they have to utilize different dispute resolution to at least claim his 26 leave days. It was further agreed that the PSCBC does not have jurisdiction to entertain this dispute since it did not fall within the scope of Resolution 7 of 2000.

This matter is therefore dismissed.

I make no order as to cost



Thembekile Nsibanyoni
Arbitrator