



AWARD

YOUR REFERENCE NUMBER FOR THIS CASE:

Please quote this reference number when communicating. It will assist us in providing information more quickly and efficiently.

PSCB178-12/13

FOR ATT: N Montse	FOR ATT: J Joseph
Referring party details PSA obo Doorse, PPD P O BOX 2997 Kimberley 8300 Tel: 053 839 1000 Fax: 053 839 1011/19	Responding party details Department of Correctional Services - National Private Bag X6006 Kimberley 8300 Tel: 053 838 1800 Fax: 053 831 4977 / 051 448 2966

9 February 2017

Dear Sir/Madam,

Matter Between: **PSA obo Doorse, PPD**
and: **Department of Correctional Services - National**
Issue: **24(2), [24(5)] - Collective agreement - interpretation or application (Res 3 of 1999)**

Please find attached award for this matter.

Yours sincerely,

Tracey Mokoena
Case Management Officer
Case Number: PSCB178-12/13



**IN THE PUBLIC SERVICE CO-ORDINATING BARGAINING COUNCIL
HELD AT KIMBERLEY**

CASE NO: PSCB 178-12/13

PSA obo PIETER DONALD DOORSE

APPLICANT

and

DEPARTMENT OF CORRECTIONAL
SERVICES: NATIONAL

RESPONDENT

DEFAULT ARBITRATION AWARD

DATE OF ARBITRATION	:	6 NOVEMBER 2012
DATE OF AWARD	:	21 NOVEMBER 2012
VENUE	:	PSA – KIMBERLEY
ARBITRATOR	:	CINDY LEE DICKENS
ISSUE	:	INTERPRETATION AND APPLICATION OF A COLLECTIVE AGREEMENT, RESOLUTION 3 OF 1999

1. DETAILS OF HEARING AND REPRESENTATION

1.1 The abovementioned Arbitration was held on the 6th of November 2012 at the Offices of the PSA in Kimberley.

1.2 The Applicant, Pieter Donald Doorse, was represented by Mr. Pietersen, a Union Official. The Respondent, Department of

Correctional Services: National, failed to attend the Arbitration proceedings. Notice of the hearing was sent to them by telefax on the 1st of October 2012 to (053) 831 – 4977, and on the 25th of October 2012 to (051) 448 – 2966. I am satisfied that they received sufficient notice, and we proceeded in default of them.

1.3 The Arbitration proceedings were digitally recorded.

1.4 The Applicant requested to file written Closing Arguments before or on the 12th of November 2012.

2. ISSUE TO BE DECIDED

2.1 The issue which I was called upon to consider was the interpretation and application of Resolution 3 of 1999, relating to remunerative allowances and benefits more specifically relating to resettlement.

3. SURVEY OF EVIDENCE

3.1 The Applicant and his representative made the following submissions. The facts are as follows:

3.2.1 **Mr. Doorse** testified that there were security threats at his workplace which led to his transfer to Hope Town Correctional Services, which transfer was effective from the 1st of June 2011. He testified that the transfer was upon the recommendation of the Head of the Prison and the Head of Security. The Respondent advised him that they will carry the costs of the transfer. This agreement was reached between him and Mr. Koekemoer that the Respondent would carry the costs of the transfer. He testified that when he received the documentation, for the transfer, the Respondent went back on their word and stated that the transfer will be for the Applicant's own cost.

- 3.2.2 He held that the Respondent dishonoured the arrangement by refusing to pay the costs of the transfer. He held that no reasons were given as to why the Respondent elected to deviate from the agreement. He testified that the Respondent is being unfair in that there is a lack of consistency as far as transfers on state costs are concerned. He testified that two of his colleagues were transferred from Kwazulu Natal to Pretoria Central due to security threats and the Respondent transferred them on state costs.
- 3.2.3 He held that this is unfair in that the Employer is inconsistent in their dealings with employees and the Applicant had to incur huge expenses as a result of his official duties, thus compromising his financial situation.
- 3.2.4 Mr. Doorse held that he had to incur costs in relation to paragraph 3.2 in that he spent R 700-00 (SEVEN HUNDRED RAND) on fuel travelling from Pretoria to Strydenburg where he was temporarily residing. He spent a further R 150-00 (ONE HUNDRED AND FIFTY RAND) on food whilst he was on the road.
- 3.2.5 He testified that he spent R 12 085-15 (TWELVE THOUSAND AND EIGHTY FIVE RAND AND FIFTEEN CENTS) for the transportation of his furniture. He spent a further R 1 000-00 (ONE THOUSAND RAND) on storage of his furniture whilst he was waiting to move into his accommodation.
- 3.2.6 He testified that he had to pay interim accommodation in the amount of R 1 300-00 (ONE THOUSAND THREE HUNDRED RAND).
- 3.2.7 He testified that he had 1 (ONE) child who moved schools and 1 (ONE) child who moved crèches and that he was entitled to the once-off payment as set out in paragraph 3.6 (a).

3.2.8 **Mr. Pietersen** argued that the Respondent should be ordered to pay the transfer costs in the amount of R 18 475-15 (EIGHTEEN THOUSAND FOUR HUNDRED AND SEVENTY FIVE RAND AND FIFTEEN CENTS) in terms of paragraph XV 3 (3.1) of Resolution 3 of 1999 as signed in the PSCBC.

3.3.1 **No submissions were made by the Respondent.**

4. ANALYSIS OF EVIDENCE AND ARGUMENT

4.1 Paragraph XV Resettlement reads as follows:

“1. General

1.1 The Employer shall generally meet within reason, the actual resettlement costs within the country incurred by an employee and her or his immediate family as a result of official duties, or, in some cases, on termination of service or death.

1.2 ...”

4.2 It is undisputed that the Applicant had a threat on his life, and that upon recommendation of the Head of the Prison and the Head of Security, he was transferred to Hope Town Prison as a result of official duties.

4.3 Under the circumstances, I feel that it would be reasonable for the Respondent to meet the Applicant's actual resettlement costs as set out in Paragraph 3 of XV.

4.4 I will deal with each of these Paragraphs here below:

4.4.1 Paragraph 3.2 reads as follows:

“3.2 Travel and Subsistence

The employer may meet the reasonable actual costs an employee incurs for travel and subsistence during:

- (a) *one visit by an employee or a member of her or his immediate family to the new place of work before the date of the transfer, and*
- (b) *the move of the employee and her or his immediate family to the new place of work.”*

4.4.1.1 It is the Applicant’s case that he spent R 700-00 (SEVEN HUNDRED RAND) on travelling costs and a further R 150-00 (ONE HUNDRED AND FIFTY RAND) for food when travelling, together with his family to Strydenburg. I have no evidence to the contrary.

4.4.2 Paragraph 3.3 reads as follows:

“3.3 Transportation and storage of household and personal effects

For household and personal effects of the employee and her or his immediate family, the employer may meet reasonable actual costs of transport to the new permanent accommodation, storage, packing and unpacking, and insurance cover.”

4.4.2.1 The Applicant submitted an invoice from Value setting out the cost of the transportation of his move, which was R 12 085-15 (TWELVE THOUSAND AND EIGHTY FIVE RAND AND FIFTEEN CENTS).

4.4.2.2 A further invoice was submitted stating that the storage costs of his furniture for June and July 2011 was R 1 000-00 (ONE THOUSAND RAND).

4.4.2.3 I have no evidence to the contrary.

4.4.3 Paragraph 3.4 reads as follows:

“3.4 Interim Accommodation

If the employee and her or his immediate family must unavoidably rent interim furnished accommodation at the old and / or new place of work, the employer may meet reasonable actual costs.”

4.4.3.1 It is Mr. Doorse’s version that he had to rent accommodation and submitted an affidavit stating that he paid accommodation to the value of R 1 300-00 (ONE THOUSAND THREE HUNDRED RAND).

4.4.3.2 I am of the view that this is reasonable costs which the Respondent should cover.

4.4.4 Paragraph 3.6 reads as follows:

“3.6 New School books, uniforms and related costs

(a) for each school child who must change school and who is a dependent of the employee, the employer may provide a once-off amount of R 1 030.”

4.4.4.1 It is the Applicant’s case that he had 1 (ONE) child at school and 1 (ONE) in the crèche, at the time that he moved.

4.4.4.2 I am of the view that the Applicant will only be entitled to the allowance for and in respect of the school going child.

4.5 I am of the view that the Respondent should pay the Applicant the following amounts:

R 850-00 for and in respect of Paragraph 3.2.

R 13 085-15 for and in respect of Paragraph 3.3.

R 1 300-00 for and in respect of Paragraph 3.4.

R 1 030-00 for and in respect of Paragraph 3.6.

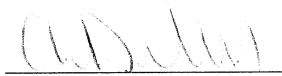
- 4.6 The total amount which must be paid to the Applicant is R 16 265-15 (SIXTEEN THOUSAND TWO HUNDRED AND SIXTY FIVE RAND AND FIFTEEN CENTS).

5. AWARD

- 5.1 The Respondent, Department of Correctional Services: National, is ordered to pay the Applicant, Mr. Pieter Donald Doorse, the sum of R 16 265-15 (SIXTEEN THOUSAND TWO HUNDRED AND SIXTY FIVE RAND AND FIFTEEN CENTS), which amount must be paid to the Applicant before or on the 10th of December 2012.

- 5.2 No order as to costs is made.

SIGNED AT BLOEMFONTEIN ON THIS 21st DAY OF NOVEMBER 2012



C L DICKENS

PSCBC Senior Arbitrator