



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

CASE NO: PSCB 18-14/15

POPCRU obo Rintsana, M

APPLICANT

and

Department of SA Police Service

RESPONDENT

ARBITRATION AWARD

DATE OF ARBITRATION : 28 July 2014
CLOSING ARGUMENTS : 13 August 2014
DATE OF AWARD : 22 August 2014
ARBITRATOR : I de Vlieger-Seynhaeve

1. DETAILS OF HEARING AND REPRESENTATION

1.1 The matter was set down for arbitration on 28 July 2014 at the offices of the SAPU offices in Parow. Ms Andries, from the POPCRU, represented the Applicant. The Respondent was represented by Mr Van Rensberg.

1.2 The proceedings were recorded digitally.

2. ISSUE TO BE DECIDED

2.1 The issue to be determined is whether the respondent correctly interpreted and applied the provisions of Resolution 2 of 2004.

3. SURVEY OF EVIDENCE

3.1 The parties made the following legal submissions. The facts are as follows:

3.2.1 **Ms Andries** stated that the applicant received a housing allowance. This allowance was stopped in 2009 because the applicant's wife allegedly was working. This was incorrect, as the applicant's wife worked as a contract worker for the Department of Education in 2004. That employment ended long before she got married to the applicant in 2006. She was still unemployed in 2009. The applicant did not receive an allowance from 2009-2012. He is claiming the allowance for the period October 2009 until October 2012 which amounts to R 16842. In closing arguments, the applicant however claimed the allowance from 31/01/2005 up until 31/12/2011.

3.3.1 **Mr Van Rensberg** referred to para 7.4.1 of the Housing policy which states that *“an employee shall start to receive his/her housing allowance on the employee's pay date in the month that she/he has remitted her/his signed application, including the documentary proof required”*. Para 7.4.2 states that *“the employee's allowance will stop on the employee's date in the month that he/she no longer meets the requirements of the Housing Allowance Scheme”*. It was submitted that no application for house rentals was captured or approved on the Persap System as from 2006 until 21/04/2013. The respondent referred to a letter dated 05/02/2014 which dealt with the

grievance. In that letter it is stated that no application was received from the applicant and also no proof was submitted that his wife did not receive a housing allowance. Therefore, the rentals paid out to him were stopped. In order for the applicant to receive housing rentals, the applicant needs to submit certain documents as was communicated to him by email on 25/10/2013. The applicant needs to update his personal details of the spouse's working address with the SAPS 172 (i) form. A new Housing Confirmation form must be submitted by the applicant and this must be handed in at his Financial Office where it will be captured and approved. There is no record that the applicant has ever followed these procedures and therefore the respondent did not deviate from the Resolution.

4. ANALYSIS OF EVIDENCE AND ARGUMENT

4.1 I have considered all the evidence and argument, but because the LRA requires brief reasons (s 138(7)); I have only referred to the evidence and argument necessary to substantiate my findings and decision.

4.2 The matter before me is about the entitlement to a housing allowance. It is policy that the allowance can only be received by 1 spouse. Therefore, if a spouse is working at another department, there is a possibility that she could also receive a housing allowance. To avoid that situation, the applicant had to bring documentary proof that he wife was no longer working at the department. The applicant did so but it seems that this was never captured on the system. The applicant was

then further informed to submit a SAPS 172 (i) form and a new Housing Confirmation form. No evidence was produced to show me that that procedure was followed by the applicant. Furthermore, the applicant claimed during closing arguments that instead of one year's allowances, he is now claiming allowances from 2005 onwards. However, seeing that this was only claimed during closing arguments, I cannot entertain that claim. No proof was submitted to substantiate this claim and the respondent was never offered an opportunity to state a case in that regard.

4.3 Concluding, I can only take the original claim from October 2009 until October 2012 into account. However, based on the evidence produced, I am not

convinced that, besides producing a letter about his wife's unemployment, the applicant submitted the other documents that go along with that application. If the applicant could have proven to me that his application, together with all necessary documents, was submitted and the respondent still failed to approve the housing allowance, then I might have found differently. At this stage, I do not find that the respondent is in breach with the collective agreement.

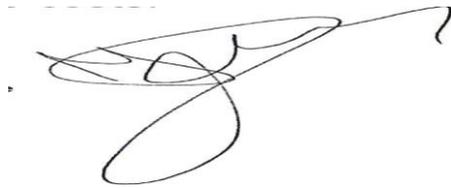
5. AWARD

5.1 The respondent is not in breach with Resolution 2 of 2004.

5.2 The application is hereby dismissed;

5.3 There is no order as to costs.

SIGNED AT Cape Town on this 22nd day of August 2014



I De Vlieger-Seynhaeve
PSCBC Arbitrator