



NATIONAL FRAMEWORK AGREEMENT FOR TURNAROUND STRATEGY (NFA)

ENTERED INTO BY AND BETWEEN:

THE NATIONAL DEPARTMENT OF PUBLIC WORKS
(NDPW)

AND

PUBLIC SERVANTS ASSOCIATION
(PSA)

AND

NATIONAL EDUCATION HEALTH AND ALLIED WORKERS UNION
(NEHAWU)

AND

POLICE AND PRISON CIVIL RIGHTS UNION
(POPCRU)

CONTENTS

1. PREAMBLE
2. SCOPE OF APPLICATION
3. DEFINITIONS
4. OVERVIEW AND PURPOSE OF THE AGREEMENT
5. PRINCIPLES OF THE AGREEMENT
6. CODE OF CONDUCT
7. STRUCTURES TO FACILITATE THE PROCESS
 - 7.1 NDPW STEERING COMMITTEE
 - 7.2 POWERS AND FUNCTIONS OF THE NDPW STEERING COMMITTEE
 - 7.3 STEERING COMMITTEE MANDATE
 - 7.4 MEETINGS AND PROCEEDINGS OF THE STEERING COMMITTEE
8. MANDATE OF THE STEERING COMMITTEE
9. CONDUCT OF THE STEERING COMMITTEE MEMBERS
10. MIGRATION PRINCIPLES AND OBJECTIVES
11. PLACEMENT PANEL
12. PLACEMENT OBJECTIONS
13. DATE OF COMMENCEMENT AND DURATION OF THIS AGREEMENT
14. DISPUTE RESOLUTION

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1. PREAMBLE

The parties enter into this National Framework Agreement at the time in the history of our country when the challenge of managing a transformation process within National Public Works (NDPW) is upon us. It is a time when the parties face the twin challenge of building and transforming the current NDPW into a new National Department of Public Works.

The parties specifically record their commitment to effective & efficient delivery of services within NDPW, ensuring that the needs of the communities are satisfied. Accelerate the delivery of services in accordance with the principles of public administration espoused in the Constitution and the Batho Pele Principles. In addition, the parties record their commitment to create a patriotic public service culture within NDPW committed to ethical public administration, adherence to the rule of law and code of conduct and promoting effective mechanisms to reverse and prevent corruption and maladministration.

The parties to the National Framework Agreement hereby declare and commit themselves to respect in words and deeds one another, and to live by the spirit and letter of this agreement which shall govern the objectives, principles and procedures for the management of the transformation process to build a new National Department of Public Works.

SCOPE OF APPLICATION.

1.1 This Agreement applies to all employees employed within the NDPW.

1.2 This Agreement binds:

1.2.1 the employer;

1.2.2 the trade unions that are signatories to this Agreement and all employees who fall under the registered scope of the GPSSBC who are employed within the NDPW.

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1.2.3 in terms of section 23 (1)(d) of the LRA, all other employees of the employer who are not members of a registered trade union that is a party to this Agreement and who are employed within the NDPW.

2. DEFINITIONS

- 2.1 "Competency" means the blend of knowledge, skills, behavior and aptitude that a person can apply in the work environment, which indicates a person's ability to meet the requirements of a specific post alternatively, skills and knowledge acquired through experience.
- 2.2 "Constitution" means the Constitution of the Republic of South Africa Act No. 108 of 1996, as amended.
- 2.3 "DG" means the Director-General of the NDPW his or her delegate.¹
- 2.4 "Department" means the National Department of Public Works (NDPW).
- 2.5 "Employer" means the NDPW.
- 2.6 "Employee" means any person other than an independent contractor who:
- 2.6.1 works for the state and who receives or is entitled to receive any remuneration; and
- 2.6.2 in any manner assists in carrying on or conducting the business of the employer;
- 2.7 "GPSSBC" means the General Public Service Sector Bargaining Council.
- 2.8 "HR" means the NDPW's Human Resources Chief Directorate.
- 2.9 "LRA" means the Labour Relations Act No. 66 of 1995, as amended.
- 2.10 "Migration" means the process of placing employees from one post in the old organizational structure to another in the new organizational structure.

¹ The DG may delegate any of the functions and duties assigned to the DG in this agreement. The DG may also secure the services of any other person or persons to carry out or assist him with carrying out the functions and duties assigned to the DG in this Agreement.



- 2.11 "NEHAWU" means the National Education Health and Allied Workers Union, a registered trade union.
- 2.12 "PSA" means Public Servants Association, a registered trade union.
- 2.13 "POPCRU" means Police and Prison Civil Rights Union, a registered trade union.
- 2.14 "Placement" means placing an existing employee in a post on the new structure.
- 2.15 "National Framework Agreement" or "Agreement" means this collective agreement.
- 2.16 "Unplaced employee" or "to-be-placed employee" means an employee who has not yet been placed in the new organizational structure.

4. OVERVIEW AND PURPOSE OF THE AGREEMENT

- 4.1 To deal with processes related to the re-building of the National Department of Public Works (NDPW) that includes, but not limited to, the Turnaround Strategy and the migration of employees from the old to the new structure;
- 4.2 To create conditions and an environment conducive to consultation and information-sharing with organised labour on the re-building of the NDPW;
- 4.3 Improving the department's infrastructure and business processes;
- 4.4 Gradually increasing its staff complement to provide efficient and effective public services;
- 4.5 Improving and developing the caliber of all its employees, including and especially managerial employees;
- 4.6 A transparent, fair and inclusive process that allows for the meaningful participation of all social organized labour;

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- 4.7 A process of migration of employees employed at levels 15 and below from posts in the old organizational structure to posts in the new organizational structure so as to meet the objectives of the Service Delivery Improvement Process.
- 4.8 Mechanisms, processes and procedures that manage the effects of the National Framework Agreement process upon employees, including training and development programmes and employment security and income protection guarantees.

5. PARTIES AGREE TO THE FOLLOWING PRINCIPLES THAT SHALL GOVERN THIS PROCESS

- 5.1 NDPW and organized labour commit to doing things differently to improve the operations and systems in order to change the bad audit and public opinion about the Department.
- 5.2 To ensure that there shall be no job losses or changes to the conditions of service of employees as a direct result of the Turnaround process in the NDPW.
- 5.3 Parties commit themselves to a proper and meaningful consultation in the Turnaround process.
- 5.4 Parties will ensure that there is proper skills transfer in the implementation of this project in order to build capacity of the NDPW staff for an improved and sustainable delivery of services.
- 5.5 The employer commits to the creation and protection of quality jobs in the NDPW in line with the identified needs and budget.
- 5.6 The employer will abide by any applicable legislation, policy and collective agreement in the transfer or redeployment of employees as a result of implementing the Turnaround.
- 5.7 The employer commits to improving the effectiveness and efficiency of NDPW employees through proper reskilling, retraining, on-the-job training, development, empowerment and orientation of employees as a result of any change in their working environment.
- 5.8 The parties will consult with a view to identify a comprehensive training and development programme to develop the competencies, skills and expertise of

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NDPW employees. The training and development programme which will be organized by the NDPW will include, amongst other things: management development training for managers within levels 9 to 15, customer care training for all employees in levels 8 and below and supervisory development training for supervisors in these levels.

- 5.9 The employer commits to ensuring that the NDPW and its entities remain the main providers of services as mandated by the Constitution.
- 5.10 Parties commit themselves to building good governance values among employees and thereby enhancing the morale of NDPW employees.
- 5.11 The employer will actively search for ways to enhance existing services and assets to increase the capacity of the state (NDPW) to provide these services.

6. CODE OF CONDUCT

The parties must adhere to the following standards of conduct throughout the Turnaround Strategy and migration process and to this end, the NDPW, the trade union parties to this agreement, their members and NDPW employees must, in addition to their usual legal obligations:

- 6.1 Adhere to the principles, guidelines and procedures contained in this Agreement.
- 6.2 Disseminate all information based on facts and not speculation.
- 6.3 Strive to reach consensus where decisions are required.
- 6.4 Act in the best interests of NDPW, its employees and its service delivery obligations.
- 6.5 Operate in a respectful and courteous manner towards one another.
- 6.6 Subject to Section 16 of the LRA, not disclose confidential information.
- 6.7 Display their willingness, commitment to and encouragement of building an effective and efficient department.



- 6.8 Provide sufficient notice of their inability to attend a meeting or to meet a deadline, and will refrain from doing so where reasonably avoidable.
- 6.9 Disclose upfront all possible conflicts of interests and recuse themselves where there is or may appear to be a conflict of interest.

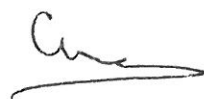
7. STRUCTURES TO FACILITATE THE PROCESS

The parties note that the Turnaround Strategy is not an event but a process that will unfold in three seamless stages over a period of time. The NDPW structures created by this agreement will serve as a platform to facilitate any form of engagement of stakeholders throughout the three phases of the Turnaround Strategy.

7.1 NDPW STEERING COMMITTEE

The employer and representative trade unions admitted to the DBC hereby agree to:

- 7.1.1 The establishment of the Steering Committee to manage the implementation of the National Framework Agreement,
- 7.1.2 The Steering Committee of 18 members, to be appointed by the DG, (9 from Labour namely, PSA; NEHAWU & POPCRU and 9 from Employer) will be constituted by all parties in the Departmental Bargaining Chamber (DBC).
- 7.1.3 The committee will meet monthly or as and when necessary to receive progress reports on each project from the employer and from the sub-committees established by the Steering Committee, to discuss and advice on the way forward.
- 7.1.4 Parties will appoint an independent chairperson to facilitate the Steering Committee at the employer's expense.
- 7.1.5 The employer will provide the secretarial services.



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7.2 POWERS AND FUNCTIONS OF THE NDPW STEERING COMMITTEE

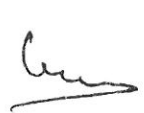
The powers and functions of the Steering Committee:

- 7.2.1 To receive information on and discuss all matters relating to the Turnaround Strategy and the migration of employees from the old structure to the new structure.
- 7.2.2 To discuss and report to the DBC on any matter pertaining to the Turnaround Strategy and the migration process.
- 7.2.3 To report to the DBC, for its consideration and negotiations, any matter identified to be impacting on the conditions of service of employees.
- 7.2.4 To oversee and ensure the fair and consistent application of the migration process as contemplated by the National Framework Agreement.
- 7.2.5 To ensure that the migration process is finalized and signed off.
- 7.2.6 Shop stewards who are part of the Placement Panel, which may be established by the Steering Committee, should be released on fulltime basis for duration of migration process and be provided with the necessary tools, i.e. overtime and travel allowances, laptop / tablet, cellphone, office, car etc.
- 7.2.7 The Steering Committee shall recommend to the NDPW the placing of a moratorium on the filling of posts if the matching and placing of employees becomes necessary.

7.3 STEERING COMMITTEE MANDATE

For the Steering Committee to be able to perform its functions effectively, it must make an analysis of:

- 7.3.1 The Department's mandate, systems and business processes which are informed by the Departmental Strategic Plan.
- 7.3.2 The Department's current organizational structures with the new organizational structure informed by the HR Plan.



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7.3.3 The Department's functions to attain objectives of the Strategic Plan.

The Steering Committee will decide on any other document to be analyzed to achieve the above purpose.

7.4 MEETINGS AND PROCEEDINGS OF THE STEERING COMMITTEE

7.4.1 The Chairperson of the Steering Committee will be responsible for convening of Steering Committee meetings.

7.4.2 Unless otherwise agreed, notices of each meeting, which should include details of the venue, time, date, agenda, and any other relevant supporting information or documentation, should be forwarded to each committee member and any other persons required or entitled to attend the meeting, no later than two working days prior to the date proposed for the meeting.

7.4.3 The quorum requirements for the Steering Committee are an employer and union representation that will not be less than a minimum of 5 members from each side at all times.

7.4.4 The **Secretariat** of the Steering Committee Team must ensure that the minutes, copies of all reports and other relevant data relied on by the Steering Committee in reaching its decisions and the communications of its decisions are properly maintained.

7.4.5 The Chairperson of the Steering Committee must ensure that:

7.4.5.1 The proceedings and decisions of the Steering Committee, including the names of all in attendance, are recorded;

7.4.5.2 The minutes of the Steering Committee meetings are circulated to all members by no later than five working days after each meeting of the Steering Committee, unless the Steering Committee agrees otherwise; and

7.4.5.3 Minutes of the Steering Committee are submitted to the DBC.

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7.4.5.4 Communicate all decisions of the Steering Committee

8 CONDUCT OF MEMBERS OF THE STEERING COMMITTEE

8.1 Steering Committee members must:

8.1.1 Perform the functions of the Steering Committee in good faith, honestly and with due diligence.

8.1.2 Act in the best interest of the Committee, trade unions, NDPW and its employees.

8.1.3 Conduct themselves within the requirements of the various statutory, common law and other requirements which regulate the ethical behavior of public officials.

8.1.4 Protect the confidentiality of information that he or she is privy to as a member of the Steering Committee.

8.1.5 Attend each meeting of the Steering Committee, except when the member is required to withdraw or recuse himself or herself from the meeting, or is otherwise incapacitated due to illness, injury or other genuinely unforeseeable circumstances.

8.2 The Chairperson and Secretariat:

8.2.1 Must protect the confidentiality of information that he or she is privy to.

8.2.2 May not participate in or disrupt the meetings and processes of the Committee.

8.3 Steering Committee members must:

8.3.1 Disclose any direct or indirect personal or private interest that the member or observer or his or her spouse, partner, close family member, friend or business associate may have in any matter connected with the

employee being reviewed by the Steering Committee or the employee who made the migration recommendation.

8.3.2 No Steering Committee member may use the position, privileges or confidential information obtained as a member, for private gain or to improperly benefit any other person.

9. MIGRATION PRINCIPLES AND OBJECTIVES

The objectives and principles that are guiding the migration process are:

- 9.1 To ensure uninterrupted and orderly service delivery process;
- 9.2 To facilitate the optimal use of employees and maximize their developmental capacities.
- 9.3 To act fairly, consistently and reasonably.
- 9.4 To provide for a fair and transparent procedure that minimises claims and disputes and provides certainty to employees as soon as reasonably possible.
- 9.5 To communicate regularly with employees to mitigate fear and uncertainty and to generally encourage constructive participation in the process.
- 9.6 To give effect to the NDPW's skills development and employment equity objectives and plans and align them where necessary.
- 9.7 To prioritize and manage the migration of existing employees as fair and reasonably possible.
- 9.8 To provide for a process whereby the migration process and Steering Committee will have the discretion to recommend placement of an individual employee anywhere in the Department in consultation with such individual or his/her trade union based on the NDPW's operational requirements.
- 9.9 An employee will not be placed at a level lower or higher than what such employee currently occupies.

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- 9.10 Resettlement will be done in accordance with the prevailing resettlement policies and procedures in the Public Service.
- 9.11 Migration shall be effected in accordance with the employee's skills profile and due consideration of the close match principle.
- 9.12 Give meaning to the principle of promoting cooperation within the NDPW and knowledge sharing by, amongst other things, being flexible when incorporating employees into other areas in which they may hold skills or can acquire them within a reasonable period.
- 9.13 To enforce the principle that incumbents in acting and seconded positions have no superseding right to permanent appointment to those posts in the new structure.
- 9.14 To ensure that sufficient and adequate resources be provided for the efficient application of this Agreement.
- 9.15 To ensure improved service delivery.
- 9.16 To ensure that all employees who are placed are competent or have the capacity to become competent within a reasonable period of time to properly perform the functions of the post.
- 9.17 Ensuring that employees with the right competencies and potential are deployed in the right positions.
- 9.18 Ensuring that employees lacking the right competencies or potential are developed within a period to be determined by the NDPW in consultation with those employees and/ or their trade unions.

10. PLACEMENT PANEL

A placement Panel will be established to oversee the implementation of the migration process.

10.1 COMPOSITION OF THE PANEL.

10.1.1 The DG will appoint four NDPW employees to the Placement Panel

10.2 OBSERVERS.

10.2.1 Each of the trade union parties to this Agreement may appoint two observers to the Panel of which one will be alternate

10.3 THE POWERS AND FUNCTIONS OF THE PANEL ARE AS FOLLOWS:

10.3.1 To consider and decide on all matters relating to the migration of employees from the old structure to the new one.

10.3.2 To communicate all migration decisions taken by the Panel or the DG or duly authorized delegate to the affected employees.

10.3.3 To investigate and report to the DG or duly authorized delegate and the Steering Committee on any other matter pertaining to the migration process.

10.3.4 To oversee and ensure the fair and consistent application of the migration process as contemplated by the National framework Agreement.

10.3.5 To ensure that the migration process is finalized and signed off.

10.4 MEETINGS AND PROCEEDINGS OF THE PANEL

10.4.1 The Panel Committee will meet as and when agreed to, and at such other times that the Chairperson deems it necessary.

10.4.2 The quorum requirements for the Panel are an employer representation and at least two representatives from trade unions (one from each) who are part of this agreement.

10.5 NOTICE OF MEETINGS OF THE PANEL

10.5.1 The Chairperson (DG or his/her delegate) of the Panel Committee will be responsible for convening of the meetings.

10.5.2 Unless otherwise agreed, notices of each meeting, which should include details of the venue, time, date, agenda, and any other relevant supporting information or documentation, should be forwarded to each Panel member, observer and any other persons required or entitled to attend the meeting no later than two days prior to the date proposed for the meeting.

10.6 MINUTES OF PANEL MEETINGS

10.6.1 The **Chairperson of the Panel** must ensure that the minutes, copies of all reports and other relevant data relied on by the Panel Committee in reaching its decisions and the communications of its decisions are properly maintained.

10.6.2 The Chairperson of the Panel must ensure that:

10.6.3 The proceedings and decisions of the Steering Committee, including the names of all in attendance, are recorded correctly; and

10.6.4 The minutes of the Panel Committee meetings are circulated to all members by no later than five working days after each meeting of the Committee, unless the Committee agrees otherwise.

10.6.5 The Department must provide an official to perform secretarial service.

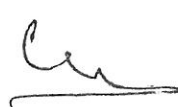
10.7 CONDUCT OF PANEL MEMBERS.

Panel members and observers must:

10.7.1 Perform the functions of the Panel Committee in good faith, honestly and with due diligence.

10.7.2 Act in the best interest of the NDPW and employees.

10.7.3 Conduct themselves within the requirements of the various statutory, common law and other requirements which regulate the ethical behavior of public officials.



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10.7.4 Protect the confidentiality of information that he or she is privy to as a member of the Panel.

10.7.5 Attend each meeting of the Panel, except when the member is required to withdraw or recuse himself or herself from the meeting, or is otherwise incapacitated due to illness, injury or other genuinely unforeseeable circumstances.

10.8 PANEL OBSERVERS.

10.8.1 Must protect the confidentiality of information that he or she is privy to as an observer.

10.8.2 May not participate in or disrupt the meetings and processes of the Panel

10.8.3 Register to the Chairperson of the Panel Committee before the Panel makes their recommendations any unfair act observed in the proceedings.

10.9 PANEL MEMBERS AND OBSERVERS MUST:

10.9.1 Disclose any direct or indirect personal or private interest that the member or observer or his or her spouse, partner, close family member, friend or business associate may have in any matter connected with the employee being interviewed by the Panel or the employee who made the migration recommendation.

10.9.2 Withdraw from the proceedings of the Panel at which a matter is being considered in which the member or observer has or may be perceived to have an interest, unless the Panel Committee decides that the member's or observer's interest is trivial or irrelevant.

10.9.3 Neither observer nor Panel member may use the position, privileges or confidential information obtained as a member, for private gain or to improperly benefit any other person.

10.9.4 Reasons should be given when placement is either made or not made.

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11.PLACEMENT OBJECTIONS

Lodging a Placement Objection;

- 11.1 An employee or trade union party, acting on behalf of its member, to this Agreement who is aggrieved at any decision regarding an employee's placement, or any aspect of the migration process in general, may refer an objection to the Panel in accordance with the procedures set out below.
- 11.2 The objection must be in writing and contain sufficient detail to enable the Panel to make an informed decision.
- 11.3 The objection must be lodged within five working days of the aggrieved employee receiving written notification from the NDPW of the placement decision pertaining to that employee. The Panel must consider the objection within 7 days from the date of receipt.
- 11.4 The employee must first invoke the internal grievance procedure before referring the matter as a dispute to the Council if still aggrieved at the employer's final decision on placement.

12.DATE OF COMMENCEMENT AND DURATION OF THIS AGREEMENT

This Agreement will commence on the date of signature and will terminate on a date to be determined by the parties.

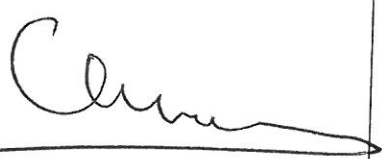
13.DISPUTE RESOLUTION

Any dispute about the interpretation or application of this agreement shall be resolved in terms of the dispute resolution procedures of Council



Thus done and signed at PRETORIA on this the 14 day of MARCH 2014

ON BEHALF OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS

	Name of representative	Signature
Department of Public Works (DPW)	CLIVE MITSHISA	

ON BEHALF OF THE PUBLIC SERVICES ASSOCIATION

	Name of representative	Signature
PSA	HN DE CLERCK	

ON BEHALF OF THE NATIONAL EDUCATION, HEALTH AND ALLIED WORKERS UNION

	Name of representative	Signature
NEHAWU	PULANI Mogobai	

ON BEHALF OF POPCRU		
	Name of representative	Signature
POPCRU		